

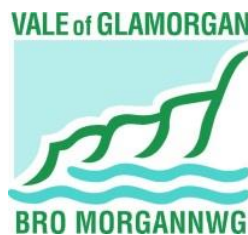
## Lease Opportunity

**Former Holm View Leisure Centre  
Skomer Road  
Barry  
CF62 9DA**



**5 YEAR LEASE OPPORTUNITY**

**MARKETING BRIEF: GUIDE FOR BIDDERS**



## 1. INTRODUCTION

1.1. The Vale of Glamorgan Council (“the Council”) wishes to **invite bids** from parties who are interested in taking a 5year lease of Holm View Leisure Centre, Barry (“the building” identified in **Appendix A**) for the purpose of providing a community facility.

1.2. The Council is seeking to market the short-term leasehold interest of Holm View Leisure Centre. Given the location of the building and the opportunities it could offer to both its local community and the wider community of the Vale of Glamorgan, bids will only be considered if they propose a community use. The Council are offering a 5-year lease (with no automatic right to renew at the end of the lease), however the Council will consider extending the lease at the expiry date should the venture be successful and the Council at its discretion sees the benefit in doing so but any such extension will be subject to Cabinet approval at the appropriate time. The Councilare seeking bids from interested parties on this basis.

## 2. PURPOSE

2.1. The purpose of this Marketing Brief is to provide the following important background information to assist bidders prepare their bids to purchase the 5 year leasehold interest in the building:

- **Context & Description;**
- **Possible range of uses (subject to any necessary planning consents for change of use);**
- **Bid Submission Material, Deadline & Address for Submitting Bids;**
- **Selection of Preferred Bidder & Weighted Scoring Criteria;**
- **Method of disposal;**
- **Summary of Working Assumptions For Bidders;**
- **Separate Planning Process;**
- **Contacts; and**
- **Disclaimer.**

2.2. This Marketing brief is produced for guidance only.

### 3. Building Context & Description

The boundary of the Council owned Property included in this opportunity is indicatively identified **edged red** on Boundary Plan (**Appendix A**).

#### The Vale of Glamorgan

The Vale of Glamorgan is Wales's most southerly Unitary Authority, lying west of Cardiff between the M4 and the Severn Estuary and covering 33,097 hectares, of which approximately 85% (28,132 hectares) is agricultural land. The Vale of Glamorgan has 53 kilometres of coastline, of which 19 kilometres is designated as Heritage Coast. Its neighbouring authorities are Bridgend County Borough Council to the west, Cardiff Council to the east and Rhondda Cynon Taf County Borough Council to the north.

**Barry** Barry is the principal town in the Vale of Glamorgan, on the north coast of the Bristol Channel approximately 9 miles (14 km) south-southwest of Cardiff.

Barry is a seaside resort, with attractions including several beaches and the Barry Island Pleasure Park.

According to Office for National Statistics 2021 Census data, the population of Barry was 56,587.

Holm View Leisure Centre falls within the district of Gibbonsdown, which is a residential area and electoral ward situated in the north east of Barry which borders Merthyr Dyfan to the northwest and Cadoxton to the southeast.

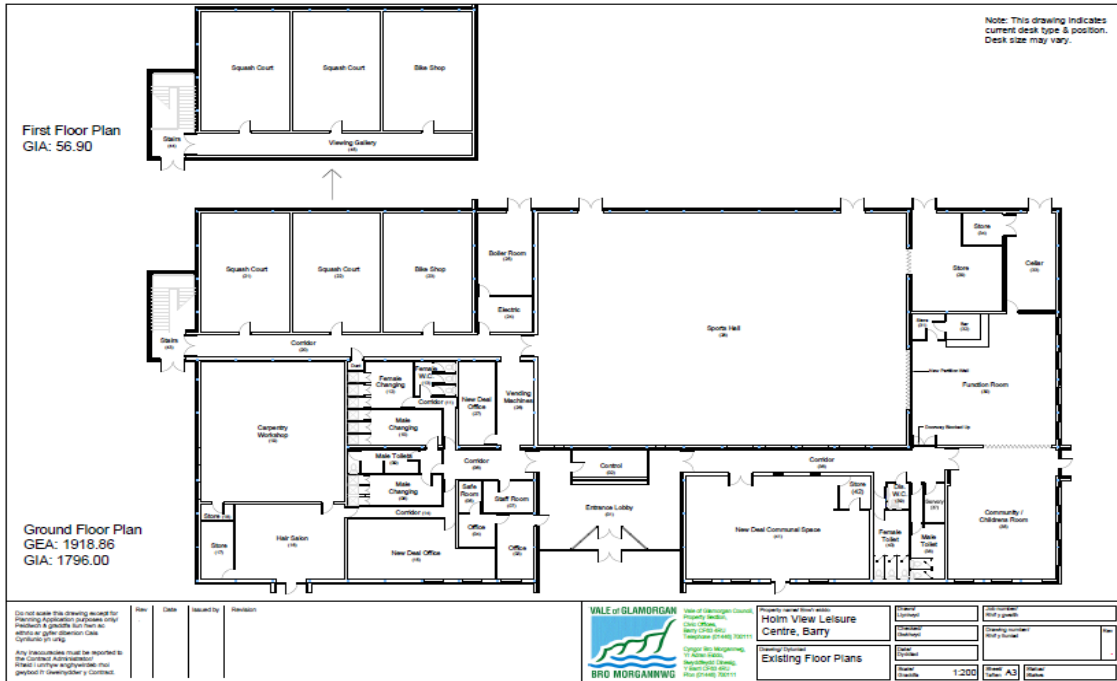
The Premises will be offered in its current "as seen" condition and will require adaptation and investment by the incoming tenant in order to bring the property into beneficial occupation. The incoming Tenant will be responsible for all costs associated with this (including but not limited to the cost of all statutory compliance checks and upgrades required prior to occupation). It is recommended that all tenderers read the planning notes attached to this brief and discuss their plans with the planning department prior to submitting a tender. Open days to inspect the premises will be held at the property during the course of the marketing period. Please contact the Council's Estates Team to arrange inspection of the premises. Prospective Tenants are responsible for checking the accuracy of written information provided in the tender pack.

# The Building

The property was formerly a Leisure Centre which in more recent times has been repurposed as a Mass Vaccination Centre during the Coronavirus pandemic by Cardiff & Vale University Health Board. The building fronts Skomer Road within the settlement of Barry in an area comprising a mix of residential and commercial properties close by.

It is a steel frame structure of pre-cast concrete slab construction with brickwork external cladding and a tradition pitched roof with a tiled roof. Built in Circa 1985, the building has an approximate Gross Internal Area of 1,853 sq.m. The existing building has pedestrian access to the front of the building. The site being marketed excludes the Car Park that is shared with the adjacent Community Enterprise Centre and accessed via a vehicular access to the east of the building.

The property has an EPC rating of C (64) and a copy of this is available on request



## **4. General Heads of Terms of the Lease**

### **Term**

5-year lease with annual rent reviews to either market rental value or CPI (whichever the greater).

### **Trading Times**

The Tenant can operate from the premises between 7am and 10pm daily.

### **Responsibilities and Undertakings of the Tenant**

Plans and specifications for any proposed works are to be approved in writing in advance by the Vale of Glamorgan Council acting in its capacity as landlord and in the separate capacity as Local Planning Authority (if required).

### **Repairing and other obligations**

The property is to be let on a full repairing and insuring basis with the ingoing Tenant responsible for all internal and external repairs and maintenance of the property.

The Tenant must comply with the Health & Safety at Work Act 1974.

The Tenant will be responsible for maintaining a pest control contract for the Premises.

The Tenant will be responsible for complying with all current and future statutory compliance testing relating to Fire, Electric, Water etc

Fire appliances are to be inspected annually, and appropriate records maintained by the Tenant and supplied to the Council on request.

The Tenant must undertake a risk assessment and have their equipment regularly checked for the presence of Legionella in accordance with Health and Safety Executive (HSE) guidelines. The tenant must maintain appropriate records to demonstrate compliance and make these available for inspection by the Council on request.

The Tenant will be responsible for providing at all times Building and Contents Insurance, Public Liability and Employers Liability Insurance. The Tenant will set up, monitor and manage a web page for their Premises in order to provide good customer service. Customer feedback, including via social media platforms such as TripAdvisor will be discussed in regular performance meetings.

The Tenant will make reasonable endeavours to clean graffiti from the interior and exterior of the Premises within 24hrs of discovery. If the Tenant is unable to remove or cover up graffiti, they must notify the Council.

The Tenant will return all access cards, fobs and keys issued at the end of the lease and may be invoiced for the cost of any replacements necessary during the period of the lease.

The Tenant will be responsible for the removal of all rubbish and complying with the Council's recycling policy.

The Tenant will provide and maintain an intruder and fire alarm service at The Premises and will be responsible for attending 'out of hours' alarm incidents. The Tenant will notify the Council of any alarm activations.

The Tenant will be responsible for the Council's surveyors and legal fees.

## **Restrictions on the Tenant**

No tobacco products are to be sold or consumed at the Premises.

No alcohol is to be sold or consumed at the Premises, unless by written approval in advance by the Council as Landlord and also with an appropriate licence being in place.

Except for the community use operating at the Premises, no commercial advertising is permitted at the site. Unauthorised advertisements will be removed.

The Tenant is to comply with all statutory requirements.

The use of single use plastics is not permitted.

A National Food Hygiene rating of 3 or above is to be maintained if food is sold or consumed at the premises.

Not to provide any live animals as prizes.

Not to launch any Chinese sky lanterns.

## **Performance Meetings**

The Tenant is to make available at least one senior member of staff to meet formally with Council officers as required, but it is expected that this will take place at least annually. The standard agenda will include the following items: Key updates by the parties (including forthcoming events), performance (including trends and effects of weather), maintenance issues and compliance with statutory obligations, customer/community feedback, marketing, and any other business. The attending member(s) of staff should have day-to-day knowledge of the community use operation and decision-making responsibilities, including those with a financial implication.

## **Recovery of costs**

The Council reserves the right to recover from The Tenant any costs incurred arising from the Tenants action or inaction in accordance with the terms of the lease. The lease shall contain any other terms and conditions as the Council's solicitors consider necessary.

## **Invalidation**

The Council reserves the right at its sole discretion to exclude from consideration or declare invalid any tender from any person, partnership or company that has not fulfilled its statutory obligations or the terms of any previous licence, lease or other contract or agreement with the Council. For the avoidance of doubt, it should be noted that any tender from a previous Licensee or Tenant with outstanding arrears of Rent, Licence Fees, Costs including Utilities or Non-Domestic Rates at the closing date for tenders will not be considered.

## **Landlord and Tenant Act 1954 Protection.**

The lease will be excluded from the security of tenure provisions contained within the Landlord and Tenant act 1954. In practice this means that there will not be an automatic right of renewal at the end of the 5-year lease.

## **5. VIEWING**

To view the property please contact [strategicpropertyonevale@valeofglamorgan.gov.uk](mailto:strategicpropertyonevale@valeofglamorgan.gov.uk) and allow at least 48 hours' notice for a response to your request. No unaccompanied viewings will be allowed. All persons inspecting the property do so entirely at their own risk and the Vale of Glamorgan Council will accept no liability for loss or injury however caused.

Former Holm View Leisure Centre



## 6. PLANNING

A very brief planning statement is set provided at **Appendix B**. The Council is keen to secure a tenant committed to provide and deliver a community facility for the benefit of local residents and wider area.

## 7. TITLE

The Vale of Glamorgan Council owns the **freehold interest** in Holm View Leisure Centre.



## 8. BID SUBMISSION MATERIAL, DEADLINE & ADDRESS FOR SUBMITTING BIDS

. Bidders will be required to submit a detailed bid comprising:

- A. **Rental Bid;**
- B. **Capital Investment/works proposed**
- C. **Statement of intent/business vision (up to 500 words);**
- D. **Business and Operating plan (length is the bidder's discretion)**
- E. **Proposed Timeline/Programme for opening; and**
- F. **Proposed Plastics Policy**

### A. Rental Bid

Please note that bids should include the following information:

- I. **Identity of proposed Tenant** and contact details;
- II. **Rental for the lease (including any rent review proposal);**
- III. **Confirmation that adequate funds are available** (i.e. proof of funding) to pay the rent proposed and proof of funding to deliver the proposal put forward. This should identify any sources of finance or funding (including a proposed reliance on grant funding);
- IV. Your **solicitors'** name and full contact details;
- V. You must state what conditions, if any, your bid will be subject to;
- VI. You must outline your proposed **timescale for** proposed completion of lease and **opening;**
- VII. **No bids to be expressed as a percentage figure of the bids of another party;**
- VIII. The **Council is under no obligation** to accept the highest or any bid;
- IX. It would be helpful if you could **outline your previous track record** in terms of running similar facilities; and
- X. **Any indication of collusion** by the bidder with any other party will render the bid void.

## B. STATEMENT OF INTENT/BUSINESS VISION

Bidders must submit as part of their bid proposal a statement of intent to demonstrate their ability to manage the leasehold interest effectively. This should include an assessment of the financial and organisational capacity of the proposed Tenant and include:

- A brief outline of the vision/proposal for the buildings use;
- A clear management structure and details of how the building will be managed on a day-to-day basis including meeting any statutory requirements.

## C. Business and Operating plan (length is the bidder's discretion)

A short summary outlining the details of how the proposal will be operated.

## D. Proposed Programme/Timeline

Bidders will be required as part of their submission to submit an **indicative Programme/Timeline** for the physical and financial delivery of the proposal.

## E. Environmental Impact and Climate Change Statement

Bidders are asked to outline how their business plan will complement and aide the global effort to reduce Climate change and demonstrate the environmental credentials of the organisation.

## Deadline and Address for Submitting Bids

The strict deadline for submitting tender bids is **12 Noon on Friday 28<sup>th</sup> February 2025**

The bid must be submitted in the official envelope (which is available upon request) with the official Tender Label adhered titled on the outside "**Former Holm View Leisure Centre, Skomer Road, Barry Tender**". The official envelope must be securely sealed and must NOT bear any distinguishing matter or mark identifying the sender/bidder. For the avoidance of doubt **no bids will be accepted which have been submitted by e-mail.**

Bids should be submitted in full and in the aforementioned manner to:

**The Head of Legal Services,  
The Vale of Glamorgan Council  
Civic Offices  
Holton Road  
Barry CF63 4RU.**

The Council will **disregard bids** submitted late, sent to the wrong address or that are non-conforming or incomplete.

The Council and its agents are **not obliged to accept any bid**. Additionally, the Council is not bound to accept the highest financial bid and reserves the right to stop or alter the selection process at any time without any obligation for costs incurred by bidders. The time and cost incurred preparing a bid is wholly at the risk of the bidder and the Council cannot be held liable for such costs.

## **9. SELECTION OF PREFERRED BIDDER & WEIGHTED SCORING CRITERIA**

The Preferred Bidder will be selected following the Council reviewing and assessing each bid. The Council will score and rank each of the bids on the following basis:

- a. **Rental offer proposed (20% weighting)** based on the “Rental Bid” submitted by the bidder; and
- b. **Statement of intent (30% weighting)** based on the quality of the proposal, the accessibility and range of facilities for the local community being proposed.
- c. **Business and operating Plan (40% weighting)** based on how realistic the financial forecasts of operating costs and revenue are; Level of investment into the business; Also, the detail of any “added value” proposals; proposed staff structure; staff management; staff training; equal opportunity policy. Brand and marketing strategy.
- d. The **Preliminary Programme/Timeline** will not be scored but must be included in the bid.
- e. **Environmental Impact and Climate Change Statement (10% weighting)** How the proposals align with the aims of the Council’s Project Zero Commitments by enhancing biodiversity and incorporate green infrastructure, include energy efficiency measures.

## 8. METHOD OF TENDER

The 5-year leasehold interest in the building is offered by informal tender. Bids received outside of the strict tender criteria set out in the foregoing paragraphs under “**Deadline and Address for Submitting Bids**”, will be disregarded.

## 9. SUMMARY OF WORKING ASSUMPTIONS FOR BIDS

As a working assumption, bidders should factor in the following, when preparing their bid:

- a) **Statutory Consents** – Any lease would be granted on the basis that the ingoing Tenant would be responsible for securing all statutory consents (e.g. planning and building regulations etc) for change of use/building work etc;
- b) **Full repairing and Insuring lease** - Any lease would be granted on the basis that the ingoing Tenant would be responsible for all repairs, statutory services costs (such as electricity, water etc.), any rates liability, insurance obligations and any and all other outgoings incurred as a result of occupying the building throughout the term of the lease.
- c) **Surveyor and Legal Fees** - The purchaser will be responsible for the Council’s surveyor’s fees and reasonable legal costs.
- d) **Planning Fees** – the Preferred Bidder will be required to pay for any planning fees associated with any application for change of use if required.
- e)

## 10. SEPARATE PLANNING PROCESS

The Council **strictly separates** the above selection process and its role as landowner from any planning application process and its role as Local Planning Authority. The Preferred Bidder is fully responsible for preparing submitting and securing planning permission for any change of use or other planning application for their proposed scheme (if required). The selection of the Preferred Bidder does not in any way imply the council has granted or will grant planning permission. Nor in any way fetters the Local Planning Authority in the exercise of its functions.

The selection of the Preferred Bidder by the Council as landowner does **not** imply the Council in its separate role as Local Planning Authority supports their bid submission.

It is a requirement that the Preferred Bidder enter into pre application discussions with the Local Planning Authority. Further advice on costs and the requirements for pre application advice can be found in the following link :

[Seek-Pre-Application-Advice](#)

As stated previously **Appendix B** sets out a short note on possible alternative uses (subject to any consents required)

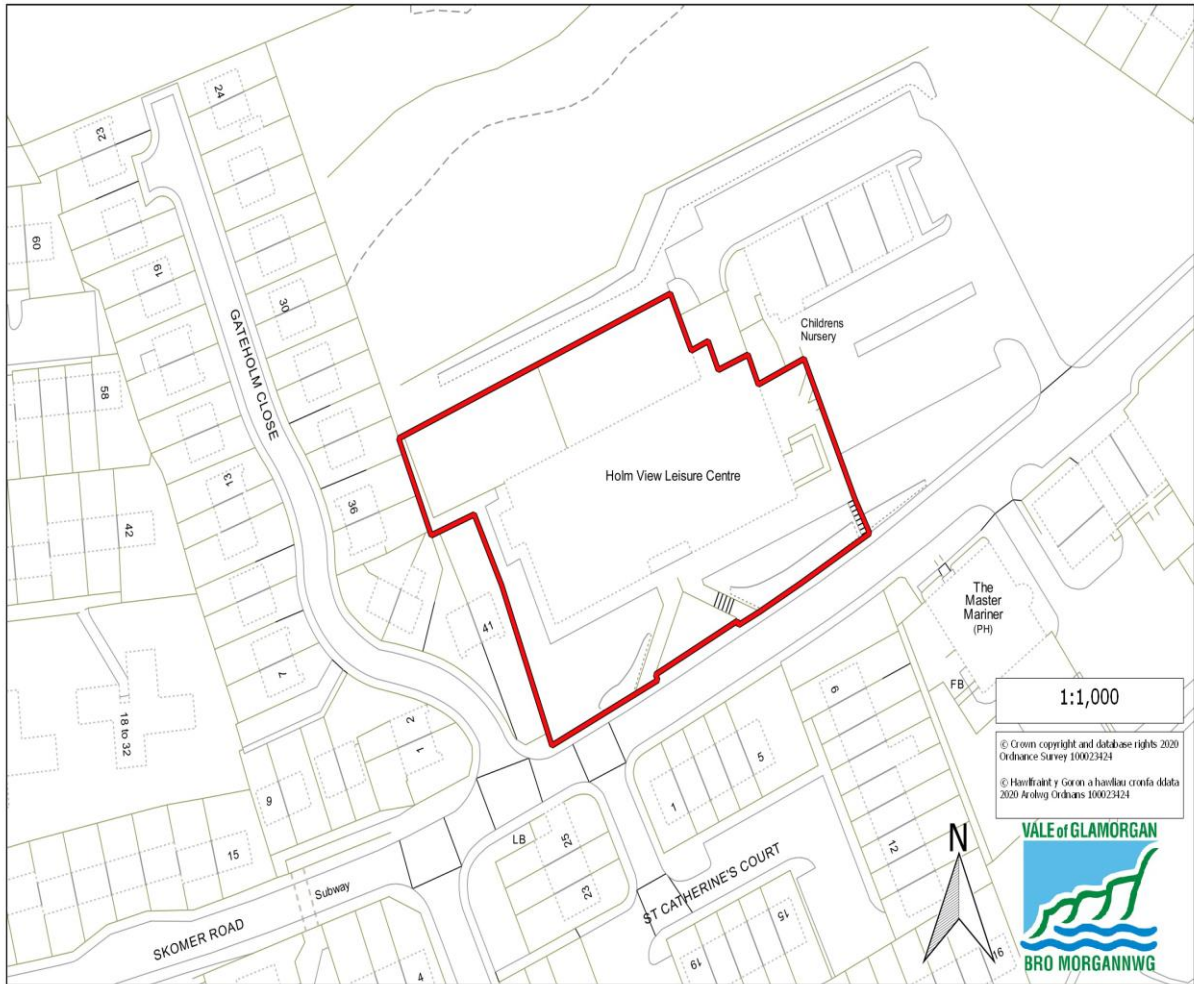
## **11. DISCLAIMER**

Whilst every care has been taken in the preparation of this Marketing paper, the accuracy of its **contents cannot be guaranteed**. The contents **do not constitute any offer or contract** and have been prepared to assist proposed bidders in connection with the bid process.

The Council does not make or give and no person in its employment has the authority to make or give any representation or warranty in respect of this property or in respect of the accuracy or completeness of the information provided to bidders. Prospective bidders must satisfy themselves by inspection or otherwise as to the correctness of this paper and the information accompanying it.

The Council reserves the right to amend any part of this paper and shall notify bidders in writing of any such variation.

# APPENDIX A: Indicative Boundary Plan



Former Holm View Leisure Centre

## APPENDIX B: Planning Statement

### Background

#### Planning Policy Context

#### National Planning Policy

Planning Policy Wales (PPW edition 9) section 3.19 highlights that local planning authorities and other public bodies have an important role in “shaping the social, economic, environmental and cultural factors which determine health, and which promote or impact on well-being” It also states that “the planning system must consider the impacts of new development on existing communities and maximise health protection and well-being and safeguard amenity. This will include considering the provision of, and access to, community and health assets”.

#### Local Planning Policy

The Development Plan for the area comprises the Vale of Glamorgan Adopted Local Development Plan 2011-2026 (LDP) which was formally adopted by the Council on 28<sup>th</sup> June 2017.

The LDP provides the framework for assessing new development proposals within the authority and contains several objectives and policies that are of particular relevance to Holm View and are set out below. However, it should be noted that other LDP objectives and policies may apply depending on the nature and scale of any future development proposals.

#### LDP Objectives

**Objective 1:** seeks to “sustain and further the development of sustainable communities within the Vale of Glamorgan, providing opportunities for living, learning, working and socialising for all.” The LDP seeks to ensure that the role and function of the towns and villages is maintained and enhanced by ensuring that new development is of a scale appropriate to its location, supports the local economy and sustains and wherever possible improves local services and facilities.

**Objective 5:** seeks to “maintain, enhance and promote community facilities and services in the Vale of Glamorgan.” Appropriate and conveniently located community facilities are an important component of sustainable communities, reducing the need for people to travel and improving the quality of life. The LDP supports the retention of community facilities and services.

## **Strategic Policies**

**Policy SP1 Delivering the Strategy** aims to reinforce the role of service centre settlements such as Barry as providers of cultural, commercial and community services. The policy also refers to protecting and enhancing the built, natural and coastal environment.

**Policy MG7- Provision of Community Facilities** supports proposals which provide new or enhanced multi use community facilities, including the colocation of healthcare, school, library and leisure facilities and other community services in accessible locations will be favoured.

### **Potential Suitable Uses**

- Given its location within Barry and its good accessibility by public transport, it is considered that in principle, Holm View would be suited to an appropriate Community use(s).



## Appendix C: Project Zero

In July 2019, the Vale of Glamorgan Council joined the Welsh Government and other Local Authorities across the UK in declaring a Climate Emergency in response to the United Nations' Intergovernmental Panel on Climate Change report into the impact of global warming. Following this, we declared a nature emergency in July 2021. Project Zero is the Vale of Glamorgan Council's response to the climate and nature emergencies. It brings together the wide range of work and opportunities available to tackle climate change, reduce the Council's carbon emissions to net zero by 2030, care for nature, and encourage others to make positive changes.

Underpinning Project Zero are 18 challenges that span the work of the Vale of Glamorgan council, including energy, waste, water, transport, our land, buildings and assets, staff travel, procurement and more. These are framed around the need to:

- Demonstrate strong leadership - the Council must lead by example.
- Fulfil our responsibility to current and future generations – we help shape the activities of others through our policies and services and where we can have a significant influence on the actions of others.
- Make a difference now – how the Council operates as an organisation, an employer, buildings and landowner and landlord

Challenge 16 sets out that the Council must manage and use our land, buildings and assets, to support work to tackle climate change, rationalising what we need and improving sustainability and energy efficiency. As part of this, we have a commitment to encourage leaseholders to be more sustainable in how they use property leased from the Council.

A copy of the Vale of Glamorgan Council Climate Change Challenge Plan 2021-2030 along with information about Project Zero can be viewed on this link:

[Project Zero - What's the plan? | Participate Vale](#)

