

**TO LET**

**3 YEARS GRAZING LICENCE**

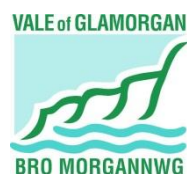
**LAND AT OLD PORT ROAD, WENVOE**

**2.89 ha (6.99 acres) approximately**



**BIDS INVITED FROM INTERESTED PARTIES**

This form is available in Welsh / Mae'r ffurflen hon ar gael yn Gymraeg

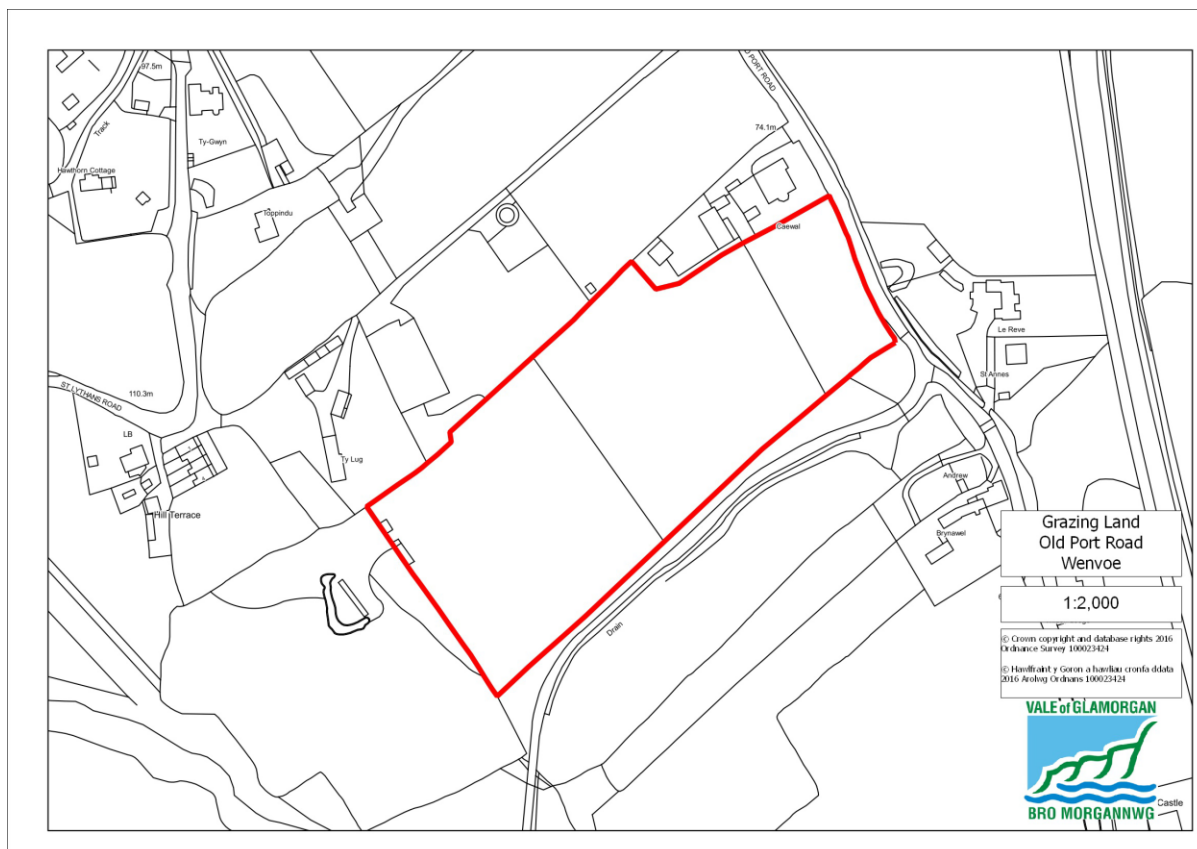


## 1. Location:

Wenvoe is situated just off A4050 and the land is at Old Port Road, Wenvoe as shown edged red on the plan for identification purposes only.

## 2. Area:

2.89 ha (6.99 acres) approximately.



## 3. Period of Letting

From date of licence to 31<sup>st</sup> January 2029. The Grazing Land will need to be vacated from 1<sup>st</sup> March until 1<sup>st</sup> April each year for the duration of the Licence, allowing the Grazing Land to rest.

## 4. Use

Grazing of cattle, horses, donkeys or sheep only. The keeping of a bull or diseased animals will not be allowed.

## 5. Conservation

These fields are part of an important complex of local grasslands that are noted for their wildlife interest and include the Upper Orchid Field, which is in active management by

Wenvoe Wildlife Group, and Lower Orchid Field which is undergoing restoration with assistance from the Vale Nature Partnership and the Council.

Such grasslands are now very uncommon in the Vale of Glamorgan.

In seeking a new grazing tenant, the Council will be looking for someone who is mindful of the wildlife importance of the local area and the County Ecologist is happy to work with any new tenant to advise and help.

## **6. Licence Fee**

The successful tenderer shall pay to the Council a fee for the grazing rights for the above period. The first year's fee will be paid in full in advance. No part of the licence fee shall be refundable for any unused period of that year of the licence for any reason whatsoever should the Licensee terminate.

N.B. The licence fee tendered will increase by the Consumer Price Index annually.

## **7. Outgoings**

The successful tenderer will be responsible for the payment for all outgoing in respect of the land.

## **8. Water**

The successful tenderer will be responsible for any water supplies.

## **9. Fencing**

The successful tenderer to be responsible for putting the fencing into repair as necessary and keeping the boundary structures in good repair. The successful tenderer takes the fencing in its current condition.

## **10. Insurance**

The Licensee shall indemnify the Vale of Glamorgan against any and all third party claims, actions, demands, costs or proceedings, including for all injuries whether fatal or not, whatsoever or howsoever arising as a result of the granting of the proposed Licence.

The Licensee shall produce documentary evidence of such policies of insurance effected with a reputable Insurance Company, as may be required by the Head of Finance (Insurance Section).

**N. B.** Insurance documents, including public liability insurance, will be required before any licence is granted. Insurance must be in the name of the Licence holder.

## **11. Agreement**

The successful tenderer shall enter into an appropriate legal agreement with the Vale of Glamorgan Council for the regularisation of the occupation.

## **12. Method of Letting**

Prospective tenderers are required to follow the procedure set out in the accompanying tender documentation. Particular attention is drawn to the “Conditions of Submitting Offers”.

### **13. Viewing**

All persons viewing the land do so entirely at their own risk and the Vale of Glamorgan Council cannot and will not accept any liability for any loss or injury howsoever caused.

### **14. Conditions**

Prior to granting a licence the Licensor will inspect the stock which is to be placed on the land. The licensee must also produce in advance a copy of the required documentation for the livestock, i.e. copy of equine and bovine passports. All required livestock movement procedures must be adhered to (including obtaining a temporary County Parish Holding number (CPD) if necessary, for the grass keep) and all livestock must be correctly identified in accordance with Animal Health Law.

### **15. Nuisance / Annoyance**

The Licensee shall not cause any nuisance or annoyance in exercise of terms of the Licence and will not in any circumstance allow litter to be deposited on land owned by The Vale of Glamorgan Council. For the avoidance of doubt, the Licensee will provide (in the immediate vicinity of the concession site) appropriate containers for the depositing of litter and shall ensure that all such litter is removed and properly disposed of as often as is necessary but in any case, not less than once per week.

### **16. Revocation**

The Vale of Glamorgan Council as Licensor reserves the right in the event of any breach by the Licensee(s) of any of the covenants contained in the Licence to revoke the Licence at any time on giving twenty-four hours' notice in writing.

### **17. Personal**

The Licence shall be personal to the Licensee and shall not, in any circumstances, whether in whole or in part, be capable of assignment, transfer or other disposal save by surrender to the Licensor.

### **18. Alterations**

No alterations, amendments, adaptations or additions to the rights or privileges granted in the Licence will be permitted.

### **19. Statutory obligations**

The Licensee shall comply with all statutory and licensing requirements, regulations, by-laws, planning and any other legal requirements or consents applicable or arising as a result of the granting of the Licence.

## **20. Public Safety**

The Licensee to comply with all statutory requirements, any future public health regulations and all requirements from the Licensor.

The Licensor to have the right to instruct the Licensee to cease grazing on public safety grounds and the Licensee to comply immediately. In the event of this occurring, the Licensee to be reimbursed on a pro-rata basis for the period the Licensor forbids grazing.

## **21. Termination**

The Licensor reserves the right to terminate the Licence without further notice in the event of a breach of any of the terms or conditions thereof.

The Licensor reserves the right to terminate the Licence with one month's notice in the event it requires the land for its own purposes.

## **22. Fees and Costs**

The Licensee shall be responsible for the payment of the Vale of Glamorgan Council's surveyors' fees in the sum of £150 (one hundred and fifty pounds) exclusive of VAT, and the Council's proper Legal costs of £65.70 (sixty-five pounds seventy pence) for the preparation of the Licence and the counterpart thereof

## **23. 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 or who are under investigation by Environmental Health.

For the avoidance of doubt, it should be noted that any tender from a previous Licensee, of a Council concession with outstanding arrears of Licence Fees, Costs or Non-Domestic Rates at the closing date for tenders will not be considered.

## **24. No warranty**

The Council does not make or give any warranty in relation to the site or its suitability or fitness for the Licensee's intended use thereof.

## **25. Closing Date**

The closing date for all bids is **noon on 3 November 2025**. We will notify all bidders of the outcome no later than 4 weeks after the closing date.

## **26. Additional Terms**

The Licence shall contain such other terms and conditions as the Vale of Glamorgan Council's Head of Legal Services may, at her discretion, consider necessary for the protection of the Council's interests or the management of the concession.

## **27. Bid Submission Material, deadline & Address for submitting Bids**

Bidders will be required to submit a detailed bid comprising:

- a. **Fee Bid;**
- b. **Statement of Approach to Conservation**

### **A. Fee Bid**

Please note that bids should include the following information:

- I. **Identity of proposed Licensee** and contact details;
- II. **Fee for the licence;**
- III. You must state what conditions, if any, your bid will be subject to;
- IV. **No bids to be expressed as a percentage figure of the bids of another party;**
- V. The **Council is under no obligation** to accept the highest or any bid;
- VI. **Any indication of collusion** by the bidder with any other party will render the bid void.

### **B. Statement of Approach to Conservation**

Bidders must submit as part of their bid proposal a statement of approach to conservation to demonstrate their ability to manage the grazing and conservation effectively.

The strict deadline for submitting tender bids is **12 Noon on 3 November 2025**

The bid must be submitted in an envelope with the official Tender Label adhered titled on the outside "**Grazing land at Wenvoe**". 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.

## **28. 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 of 40% price and 60% quality:

### **Fee (40% weighting)**

- a. **Fee offer proposed (40% weighting)** based on the “Fee Bid” submitted by the bidder; and

### **Quality (60% weighting)**

#### **Statement of Approach to Conservation to include the following:**

- i. which animals are going to undertaking the grazing (cattle, sheep, horses, donkeys or mixtures of these and their stocking rates), **(10)**
- ii. what periods of the year they are going to be present, **(10)**
- iii. what decision processes will inform moving them from field to field on site and when they would be taken off site **(20)**
- iv. how often will the animals and the fields be attended **(20)**
- v. if you are intending to take a hay cut **(10)**
- vi. if any supplementary feeding is envisaged **(10)**
- vii. Bearing in mind that any wild plants need to flower and set seed then some areas may need to be rested while that takes places. How would you manage that? **(20)**

## **29. Scoring**

### **Fee 40%**

Fee assessment accounts for 40% of the evaluation.

The Bidder with the highest total sum for fee will receive the maximum marks (100% of the overall available 40%), with all the other bids calculated as a percentage difference.

The next highest bidder will be awarded a percentage value based on their total rent and the highest total received (i.e. (next highest / highest) \*100). This will be multiplied by 0.4 to calculate the amount of the available 40% to be awarded.

### **Quality 60%**

Quality assessment accounts for 60% of the evaluation and the quality criteria will be evaluated based on the sub-criteria and weightings outlined in section 28 above.

The Bidder with the highest total sum for quality will receive the maximum marks (100% of the overall available 60%), with all the other bids calculated as a percentage difference.

The next highest bidder will be awarded a percentage value based on their total rent and the highest total received (i.e. (next highest / highest) \*100). This will be multiplied by 0.6 to calculate the amount of the available 60% to be awarded.

Question	Description	Weighting
a.	Statement of Approach to Conservation	100%

### 30. Scoring Methodology

For question a.

Score	Response
5	Excellent evidence has been submitted and information and/or supplementary documentation leaves no doubt that the minimum requirements are likely to be exceeded substantially. It is evident that there will be significant added value incorporating aspects that are unique to this service provider.
4	Very clear evidence has been submitted and information and/or supplementary documentation is of a very high calibre indicating that the minimum requirements are likely to be exceeded. It is evident that there will be some added value.
3	Adequate evidence has been submitted and information and/or supplementary documentation is of an adequate calibre indicating that the minimum requirements are likely to be met.
2	Some evidence has been submitted and information and/or supplementary documentation is of a barely adequate calibre indicating that the minimum requirements are unlikely to be met.
1	No evidence has been submitted and any information and/or supplementary documentation are of an inadequate calibre indicating that the minimum requirements are very unlikely to be met.
0	Either the question has not been answered or the answer given clearly does not meet the minimum requirement.



## 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.

## Misrepresentation Act

The property is offered subject to contract and on a without prejudice basis. The Council reserves the right to refuse any offer made and is not bound to accept the highest offer or any offer for the property.

Whilst every effort is made to ensure that these particulars are correct, the Council cannot accept any liability whatsoever for any misrepresentation made either in these particulars or orally. Any interested party must satisfy themselves as to the accuracy of these details. The particulars are set out as a general guide only and do not form any part of an offer or contract.

