

TO LET

3 YEARS GRAZING LICENCE

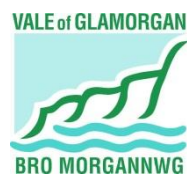
**LAND OPPOSITE MANOR HOUSE, SULLY ROAD,
PENARTH**

1.0 ha (2.58 acres) approximately



BIDS INVITED FROM INTERESTED PARTIES

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

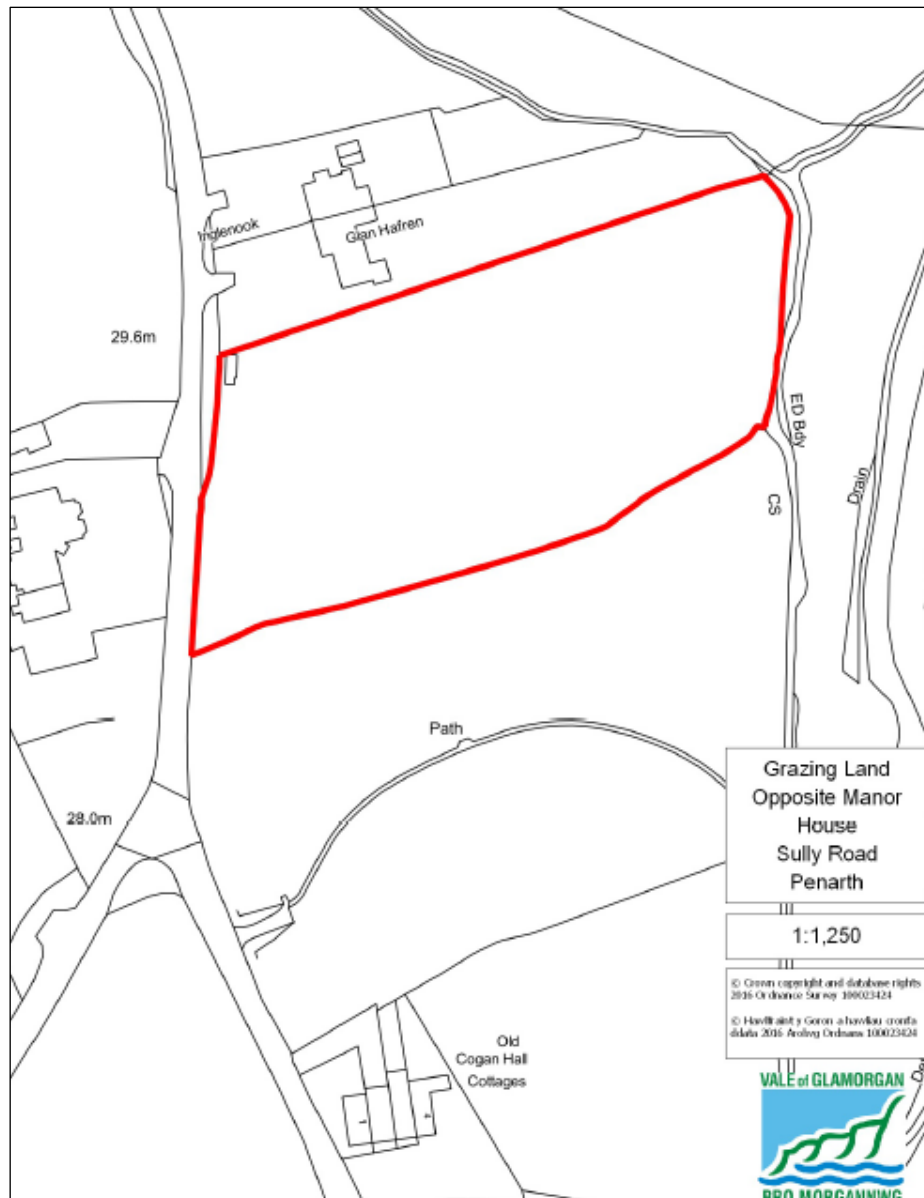


1. Location:

Land opposite Manor House, Sully Road as shown edged red on the plan for identification purposes only.

2. Area:

1.0 ha (2.58 acres) approximately.



3. Period of Letting

From date of licence to 31st January 2029. The Grazing Land will need to be vacated from 1st March until 1st 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. 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.

6. Outgoings

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

7. Water

The successful tenderer will be responsible for any water supplies.

8. 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.

9. 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.

10. Agreement

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

11. 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".

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Alterations

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

18. Statutory obligations

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

19. Public Safety

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.

20. 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.

21. Fees and Costs

The Licensee shall be responsible for the payment of the Vale of Glamorgan Council's surveyors' fees in the sum of £156 (one hundred and fifty pounds) exclusive of VAT, and the Council's proper Legal costs of £196.80 (one hundred and ninety-six pounds eighty pence) for the preparation of the Licence and the counterpart thereof

22. 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 grazing with outstanding arrears of Licence Fees, Costs or Non-Domestic Rates at the closing date for tenders will not be considered.

23. 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.

24. Closing Date

The closing date for all bids is **noon on 27 April 2026**. We will notify all bidders of the outcome no later than 4 weeks after the closing date.

25. 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.

26. Bid Submission Material, deadline & Address for submitting Bids

Bidders will be required to submit a detailed bid comprising:

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. **No bids to be expressed as a percentage figure of the bids of another party;**
- IV. The **Council is under no obligation** to accept the highest or any bid;
- V. **Any indication of collusion** by the bidder with any other party will render the bid void.

Deadline and Address for Submitting Bids

The strict deadline for submitting tender bids is **12 Noon on 27 April 2026**

The bid must be submitted in an envelope with the official Tender Label adhered titled on the outside **“Grazing land opposite Manor House, Sully”**. 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 Democratic 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.

27. 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.

28. 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.

