

MARKETING BRIEF

LAND FOR SALE

Marquis Close, Barry Island, CF62 5UE



BIDS INVITED FROM INTERESTED PARTIES

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



1. INTRODUCTION

The Vale of Glamorgan Council (“the Council”) wishes to **invite bids** from parties who are interested in purchasing the land at Marquis Close, Barry (“the Property” identified in **Appendix A**).

2. PURPOSE

The purpose of this Marketing Brief is to provide the following important background information to assist bidders prepare the information required for a successful bid:

- **Property Context & Description;**
- **General Terms of Disposal;**
- **Bid Submission Material, Deadline & Address for Submitting Bids;**
- **Method of disposal;**
- **Summary of Working Assumptions for Bidders;**
- **Separate Planning Process;**
- **Disclaimer.**

This Marketing brief is produced for guidance only.

3. PROPERTY CONTEXT & DESCRIPTION

Barry Island

Barry Island is a coastal area in the Vale of Glamorgan. The refurbished seafront of Barry Island offers a sweeping promenade along the entire length of Whitmore Bay beach, against a backdrop of enticing cafes and restaurants and many traditional entertainments and facilities including amusement arcades, beach huts and beautiful landscaped gardens. There is something for all ages.

The Property

Marquis Close is in a residential area on the edge of Barry Island. The land comprises a flat tarmacked area and a sloping grassed area adjoining an existing residential parking area. A footpath (shaded brown) runs through the site which will remain under Council ownership.

Boundary

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

Bidders should note however, that there will be no opportunity to increase the land area and any submitted bids which require additional land to that highlighted in the boundary plan at Appendix A, will be deemed uncompliant and will be discounted.

Area

Total approximately 520.33m²

Site 1 = 347.23m²

Site 2 = 173.10m²

4. GENERAL TERMS OF DISPOSAL

Title

The Vale of Glamorgan Council owns the **freehold interest** in the land which is sold with vacant possession.

Access

Access is from Marquis Close adjoining the existing residential parking area.

Boundaries

The purchaser will be responsible for the boundaries marked with 'T' on the plan shown in **Appendix B**. The purchaser will also be responsible for erecting a fence along boundary (A-B) and planting a hedge with native species along boundary (C-D and E-G).

Planning

The land is located within the settlement boundary as defined by the adopted Local Development Plan (LDP). Any development would need to comply with LDP policies MD5 (Development within Settlement Boundaries) and MD2 (Design of New Development), in addition to other relevant policies.

It would be beneficial for any prospective purchaser to utilise the Vale of Glamorgan's pre-application enquiry service so that advice can be provided on specific development proposals.

The purchaser is responsible for making their own enquiries.

The purchaser will be responsible for any change of use or planning applications required and associated costs.

The sale of the land will be subject to a restrictive covenant and clawback clause for any change of use.

The Council does not warrant that any such applications will be approved for the use the land is purchased for. It is recommended that the purchaser makes planning enquiries before submitting an offer.

Rights

The purchaser will have the right to cross the brown area on foot and by vehicle. The purchaser will have no right to park on this area.

Condition

The land is sold in its current condition and it is assumed that the purchaser has inspected the land and satisfied themselves regarding the condition.

Indemnity

On completion the purchaser shall assume all the benefits, liabilities and defects attached to the subject land and shall indemnify and keep indemnified the vendor against all future claims in respect of the subject land.

Viewing

The site is open for inspection. The Council will not be responsible for any accident caused.

5. BID SUBMISSION MATERIAL, DEADLINE AND ADDRESS FOR SUBMITTING TENDERS

Bidders will be required to submit a bid comprising **(any bids not providing the information required will be deemed non-compliant and immediately excluded)**:

- Financial bid identifying the purchase price etc;
- Outline of proposed use.

Financial Bid

Please note that bids should include the following information:

1. **Identity of proposed purchaser** and contact details;
2. **Financial Bid proposal**;
3. **Confirmation that adequate funds are available** (i.e. proof of funding) to secure the purchase of the freehold interest 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);
4. Your **solicitor's** name and full contact details;
5. You **must** state what conditions, if any, your bid will be subject to;
6. **No bids to be expressed as a percentage figure of the bids of another party**;
7. The **Council is under no obligation** to accept the highest or any bid; and
8. **Any indication of collusion** by the bidder with any other party will render the bid void.

Outline of Proposed Use

Bidders are asked to outline their proposed use for the site.

Deadline and Address for Submitting Bids

The strict deadline for all bids is **12 Noon on Wednesday 9 September 2026.**

The bid must be submitted in an envelope with the official Tender Label adhered titled on the outside **"Marquis Close, Barry Island"**. The 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-compliant, incomplete or by email.

The Council is **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.

The acceptance of any offer will be 'Subject to Contract'. The existence of any binding agreement is expressly denied until contracts have been exchanged.

6. METHOD OF DISPOSAL

The sale of land is offered by way of an 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.

7. SUMMARY OF WORKING ASSUMPTIONS FOR BIDS

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

- a) **Statutory Consents** – Any sale would be granted on the basis that the purchaser would be responsible for securing all statutory consents (e.g. planning and building regulations etc);
- b) **Surveyor and Legal Fees** – The purchaser will be responsible for the Council's surveyor's fees £401.55 and legal costs £401.55.
- c) **Planning Fees** – The Preferred Bidder will be required to pay for any planning fees associated with any application for change of use if required.

8. 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.

9. 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 brief 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.



APPENDIX A



APPENDIX B

