

To Let

**Former Retail Kiosk
Cliff Tops
Penarth**



- Retail or Leisure Uses considered (subject to planning)
- 5 Year Lease, with an option to renew for a further 5 years
- Adjacent to car park
- Close to large grass recreational space

Tender 12 Noon Wednesday 12th January 2022

For more details contact Penny Fuller 01446 709885

pfuller@valeofglamorgan.gov.uk



The Council is looking for an innovative idea which will enhance and complement the already popular location of the Cliff Tops and Esplanade area (subject to planning permission)

1 Background

The Vale of Glamorgan is a coastal county in South Wales. A high-quality environment and natural assets including the Glamorgan Heritage Coast make it a popular destination for tourism and leisure activities. More recently, there has been significant investment at a regional and local level attracting businesses of all sizes.



Penarth is a town and community in the Vale of Glamorgan, approximately 4 miles (6.4 km) south-southwest of Cardiff city centre at the Southern end of Cardiff Bay.

Penarth is an affluent seaside resort in the Vale of Glamorgan.



The Esplanade area is a popular destination for locals to visit alongside tourists, dog walkers or exercise enthusiast who are all drawn to the sea views and long linear path running alongside the sea and cliffs.

The green area to the south of the building was previously used as a "Pitch and Putt" golf course and is now an open space enjoyed by many.

The property was where the golf equipment was stored and distributed previously.

To the South East of the property is a children's play park with a range of equipment which is popular amongst the public.

To the east and north of the property is public car parking and the building adjoins public conveniences.

The Property

The southern part of the building was the former serving hatch which is accessed from a single pedestrian door to the west side of the building.

Behind this space is an area currently used for storage and is accessed through a set of double pedestrian doors.



The Eastern Part of the building is a covered area which faces south west across the play park which contains bench seating and can be secured using shutters at night.

To the north of the building is a grassed area. Right of access for maintenance is to be granted to neighbouring occupiers as indicated shaded brown on the plan below.



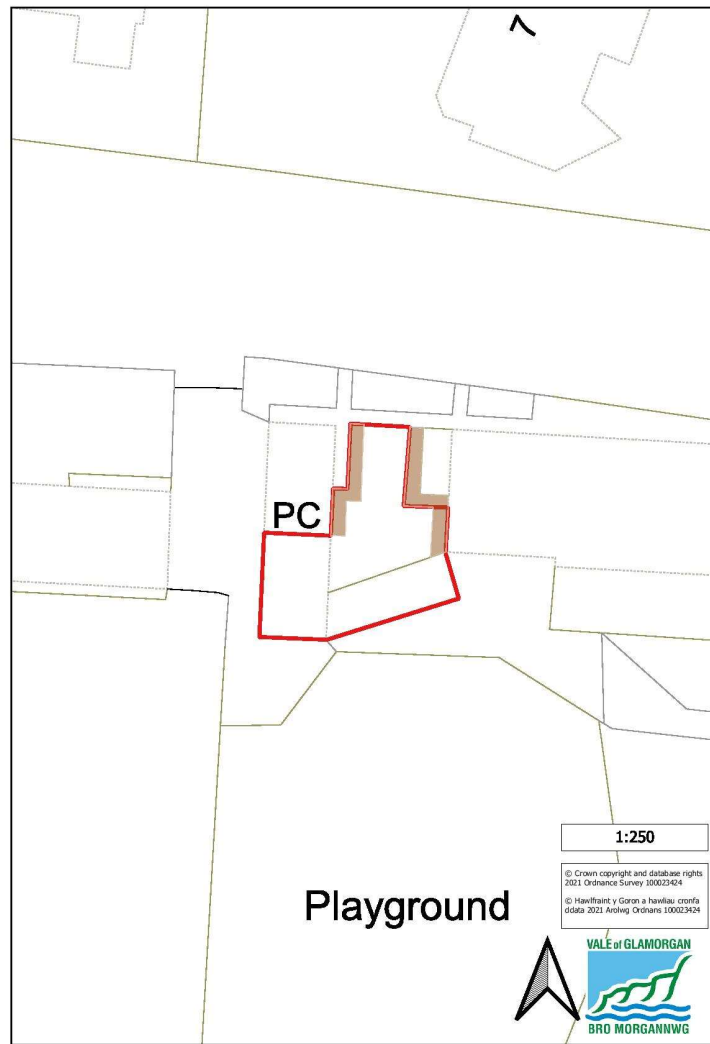
2 Lease

An exciting opportunity has arisen at Cliff Tops, Penarth. The Council is offering a Lease at the location shown outlined red on the plan. Trading shall not be permitted under any circumstances from any location other than that indicated on the plan.

The Council is looking for an innovative business which will take on this unique building and enhance the local area and sea front, subject to planning permission.

3 Trading Times

In normal circumstances the Council's expectation is that trading will occur daily throughout the period of the Lease and will begin no later than 10:00 and cease at the latest at 22:00. However, the Lessee will be granted flexibility on trading hours to allow the Lessee to reduce losses incurred when the area is quiet due to inclement weather.



4 Operating Terms

The Lessee will be required to operate the lease on the following basis: -

- a) The Lessee shall ensure that at least one competent adult is in attendance and control at all times.
- b) The Lessee will be deemed to have inspected all facilities prior to the commencement of the Lease. The Lessee agrees to take the property in its current state of repair and condition.
- c) The Lessee shall be responsible for keeping the location in a clean and tidy condition.
- d) The Lessee shall encourage the public to use the facility and shall ensure that staff attitude and standards are maintained to the highest degree.
- e) The Lessee shall ensure that users of the facilities do not cause or permit to be caused any nuisance or annoyance to any member of the public or to the owners of adjoining or neighbouring properties.
- f) The Lessee shall not allow or cause to be allowed any rubbish to be deposited upon the site.
- g) The Lessee shall ensure that the property is operated in a responsible and law-abiding manner at all times. A scale of charges or menu shall always be clearly displayed on the facilities.
- h) The Lessee is responsible for ensuring their staff and their agents are instructed on safe access to site. The Council accepts no liability leading to vehicle damage.
- i) The Lessee shall ensure that any takeaways achieves and maintains a National Food Hygiene Rating of 3 or above. A copy of this to be provided with the tender application.
- j) The Lessee is not to display any advert or poster apart from the scale of charges and hygiene rating.

5 User

The Council is open to innovative ideas which will enhance and fit in with the surrounding area. Food and drink either on its own or in connection with a recreational or community use would be permitted, subject to planning permission.

However, the following restrictions apply:

- a) No tobacco products are to be sold or consumed at the Premises.
- b) The sale of alcohol will be permitted, subject to the Lessee obtaining the correct licence.
- c) The use of single use plastics is not allowed.

6 Planning

The property has the benefit of A3 planning consent.

The Lessee will be responsible for obtaining any necessary planning permission. The Council does not warrant that any such applications will be approved for the use the land is tendered for. It is recommended that the proposed Lessee makes planning enquiries before submitting a tender.

7 Viewing

Most of the site is open, however, to arrange an inspection of the inside of the premises please contact Penny Fuller on 01446 709885.

8 Lease Period

The proposed Lease will be for 5 years, with an option to renew for a further 5 years.

9 Rent

The Rent shall be the amount stated on the successful tender form (expressed as the total rent amount per annum) for the first 5 years, and shall be exclusive of all rates, taxes and other outgoings that may be levied on the property. After the first 5 years the Rent will be subject to a review.

The Rent to be payable quarterly in advance and no Lessee will be granted or operator permitted to commence trading until the Lease has been completed and the first quarter's rent and the costs have been paid in full.

10 EPC

The property is exempt under the EPC regulations.

11 Repairs

The Lessee will be responsible for keeping the interior of the property, the shutters, and the glass in the windows, in good repair and decoration.

12 Fees and costs

The Lessee shall be responsible for the payment of the Vale of Glamorgan Council's surveyors' fees in the sum of £153.40 (one hundred and fifty three pounds forty pence) exclusive of VAT, and the Council's proper Legal costs of £153.40 (one hundred and fifty three pounds forty pence) for the preparation of the Lease and the counterpart thereof.

13 Rates & other outgoings

The Lessee shall be liable for all rates, taxes and other outgoings payable in connection with or arising out of the exercise and use of the grant of the Lease.

14 Insurance

The Lessee 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 Lease.

The Lessee 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 lease is granted

15 Nuisance / Annoyance

The Lessee shall not cause any nuisance or annoyance in exercise of terms of the Lease 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 Lessee 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 Landlord and Tenant Act 1954 Protection

The Lease is to be contracted out of the protection of the Landlord and Tenant Act 1954. This means that there will be no automatic right to renew the lease when it expires.

17 Assignment

The assignment or the sub-letting of the lease will not be allowed.

18 Alterations

No alterations, amendments, adaptations or additions to the rights or privileges granted in the Lease will be permitted. No alterations to the property will be allowed without the prior written consent of the Lessor.

19 Statutory obligations

The Lessee 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 Lease.

20 Compliance

The Lessee will allow the Lessor access to carry out compliance testing when required. The Lessee will be responsible for complying with any future statute or regulations which are the responsibility of the Lessee and providing information on the results to the Lessor when requested.

21 Public Safety

The Lessee to comply with all public safety guidance and regulations relating to Covid-19 or any other virus.
The Lessor to have the right to instruct the Lessee to cease trading on public safety grounds and the Lessee to comply immediately. In the event of this occurring, the

Lessee to be reimbursed on a pro-rata basis for the period the Lessor forbids trading.

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.

23 No warranty

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

24 Additional Terms

The Lease 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 property.

25 Bid Submission Material, Deadline & Address For Submitting Bids

Bidders will be required to submit a detailed bid comprising:

- A. Rent Bid;**
- B. Details of Proposal;**
- C. National Food Hygiene Rating if applicable**
- D. Plastics Policy**

The strict deadline for submitting tender bids is **12 Noon 12th January 2022**

The bid must be submitted in an envelope with the official Tender Label adhered titled on the outside "**Lease at Cliff Tops, Penarth Tender**". 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.** It is preferred that bids are posted; however, they can be handed delivered to the Civic Offices reception during opening hours Monday to Friday.

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.**

25 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 (50% weighting)** based on the “Rental Bid” submitted by the bidder; and
- b. **Statement of intent (50% weighting)** based on the quality of the proposal, the unique selling point of the proposed business, how well the business complements the surrounding area and how it adds to the overall offer at the Cliff Tops.

This document is available in Welsh / Mae'r ddogfen hon ar gael yn Gymraeg

