

CONCESSION OPPORTUNITY

**Combined Hot and Cold Food No. 2,
Cosmeston Lakes Country Park, Penarth**

Licence for 1 year with an option for a further 2 years



BIDS INVITED FROM INTERESTED PARTIES

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

1 Background

Cosmeston Lakes Country Park opened to the public in 1978 after being transformed from limestone quarry and later a tip for household rubbish. Cosmeston continues to improve with areas being designated as sites of special scientific interest SSSI, gaining Local Nature Reserve status in 2013 and Green Flag status in 2018. Today the woodlands, meadows and lakes found at Cosmeston attract over 250,000 visitors annually and are a haven for local wildlife. The boardwalks and network of paths make Cosmeston easily accessible to everyone and with the addition of a new play area in 2021 is fast becoming a play area destination for children.

Also found within Cosmeston is Cosmeston Medieval Village a heritage attraction unique in Britain where visitors can take a tour of the reconstructed medieval village and experience what life was really like in 1350.

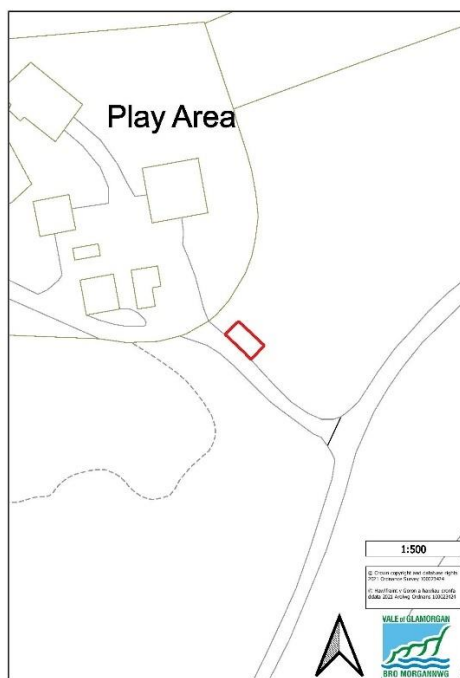
Cosmeston Lakes Country Park is situated between Penarth and Sully, 7.3 miles from Cardiff.

2 Licence

An exciting opportunity has arisen for a high quality hot and cold food and/or drink mobile outlet within Cosmeston Lakes Country Park. The Council is offering a concession 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. However, the Council reserves the right to relocate the concession to another position.

The permitted use shall be for the selling of hot and cold drinks and food from a mobile vehicle. There is a separate ice cream vendor at this location therefore the sale of ice cream products or lollies is not permitted by this concession.

As two opportunities are currently available, the Council is seeking vendors that will compliment each other and be in keeping with the high standards of the Country Park. This will be taken into consideration during the allocation process.



3 Trading Times

In normal circumstances the Council's expectation is that trading will occur daily throughout the period of the licence and may begin at 08:00 but no later than 10:00 ceasing at the latest by 22:00. However, the Licensee will be granted flexibility on trading hours to allow the licensee to reduce losses incurred when the area is quiet due to inclement weather.

4 Operating Terms

The Licensee will be required to operate the concession on the following basis: -

- a) The Licensee shall ensure that at least one competent adult is in attendance and control of the concession at all times.
- b) The Licensee will be deemed to have inspected all facilities prior to the commencement of the Licence. The Licensee agrees to take the concession in its current state of repair and condition and to deliver it back to the Council in no worse condition at the end of the Licence period.
- c) The Licensee shall be responsible for keeping the concession location in a clean and tidy condition.
- d) The Licensee shall encourage the public to use the concession facility and shall ensure that staff attitude and standards are maintained to the highest degree.
- e) The Licensee shall ensure that users of the concession facilities do not cause or permit to be caused any nuisance or annoyance to any member of the public, other concession holders/leaseholders, or Council staff.
- f) The Licensee shall not allow or cause to be allowed any rubbish to be deposited upon the site.
- g) The Licensee shall ensure that the concession is operated in a responsible and law-abiding manner at all times. A scale of charges shall always be clearly displayed on the concession facilities.
- h) The Licensee 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 Licensee shall ensure that the mobile vehicle / food stall 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 mobile vehicle /food stall is to be fully mobile. It can be left on site at the licensee's own risk. There is no access to any electricity, water or drainage.
- k) The Licensee is not to display any advert or poster apart from the scale of charges and hygiene rating.
- l) The mobile vehicle / food stall is to be sympathetic to its surroundings and approved by the Council.

5 User

The Council is placing an emphasis on healthy food and local, sustainably sourced produce.

The proposed Licence will permit the Licensee to sell hot food, hot drinks, cold food and cold soft drinks.

However, the following restrictions apply:

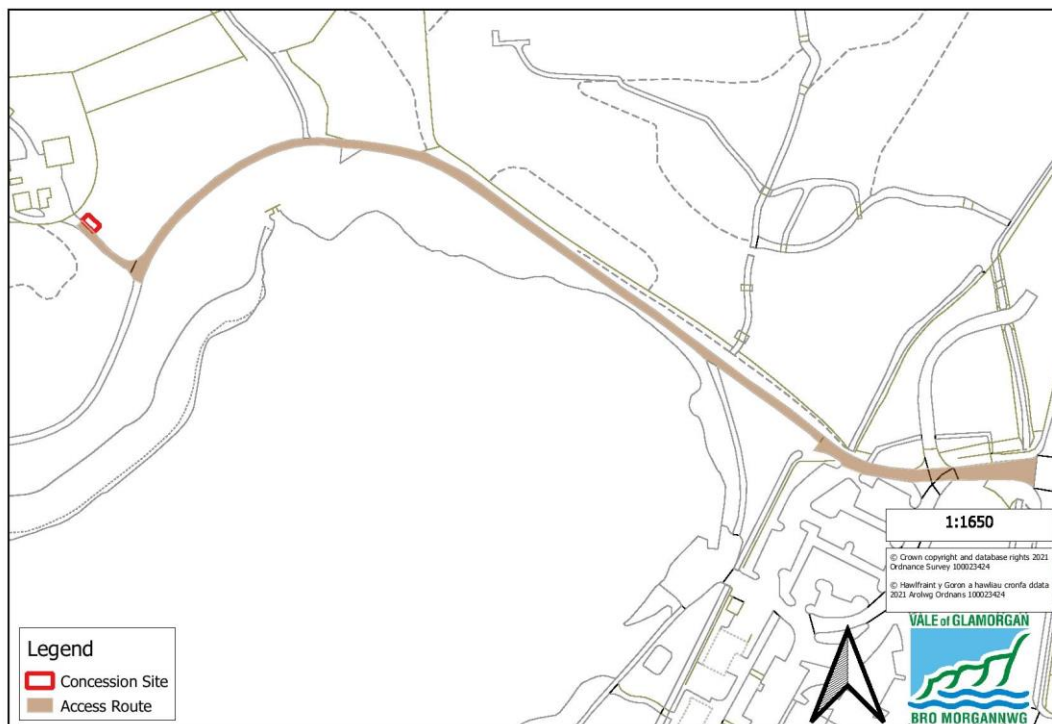
- a) No ice cream products or lollies are to be sold.
- b) No tobacco products are to be sold or consumed at the Premises.
- c) No alcohol is to be sold or consumed at the Premises.
- d) The use of single use plastics is not allowed.

6 Licence Period

The proposed Licence will be for a minimum period of 1 year commencing on 1st July 2024. This can be extended for a further 2 years at the discretion of the Council and terminating on 30 June 2027.

7 Access

Access to the site will only be along the route shown shaded brown on the plan. The Licensee will adhere to the Park's driving safety restrictions.



8 Licence Fee

The Licence Fee shall be the amount stated on the successful tender form (expressed as the total Licence fee amount) and shall be exclusive of all rates, taxes and other outgoings that may be levied on the concession. The Licence Fee for the first year will be payable in advance and no Concession Licence will be granted or operator permitted to commence trading until the Licence Agreement has been completed and the Licence Fee and costs have been paid in full.

9 Fees and costs

The Licensee shall be responsible for the payment of the Vale of Glamorgan Council's surveyors' fees in the sum of £93.68 (ninety three pounds and sixty eight pence) exclusive of VAT, and the Council's proper Legal costs of £187.45 (one hundred and eighty seven pounds and forty five pence) for the preparation of the Licence and the counterpart thereof.

10 Rates & other outgoings

The Licensee 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 Licence.

11 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.

12 Council Property

Where the Licence permits the use of any Council-owned property, real or otherwise, the Licensee shall ensure that all such property is used with reasonable care and is returned to the Council in no worse condition than that subsisting at the commencement of the Licence period, fair wear excepted. Any property lost or damaged will be replaced or repaired as appropriate to the satisfaction of the Council's relevant Operational Manager.

13 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.

14 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.

15 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.

16 Alterations

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

17 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.

18 Public Safety

The Licensee to comply with all public safety guidance and regulations relating to Covid-19 or any other virus.

The Licensor to have the right to instruct the Licensee to cease trading 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 trading.

19 Termination

The Licence may be terminated by either party on giving one month's notice in writing. Should the Licensee terminate the agreement, no refund of the Licence fee will be made. Should the Council terminate the agreement, then provided that all the terms of the Licence have been fulfilled by the Licensee(s), a pro-rata refund of the Licence Fee may be made, unless it is terminated at the end of the first year.

20 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, 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.

21 No warranty

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

22 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.

23 Bid Submission Material, Deadline & Address For Submitting Bids

Bidders will be required to submit a detailed bid comprising:

- A. Fee Bid;**
- B. Sample Menu;**
- C. National Food Hygiene Rating**
- D. If bidding on more than one concession site, the preferred site must be stated as only one site will be allocated to a bidder.**

The strict deadline for submitting tender bids is **12 Noon Wednesday 8 May 2024**

The bid must be submitted in an envelope with the official Tender Label adhered titled on the outside "**Cosmeston Lakes Country Park, Penarth Tender 2**".

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. If hand delivering, please check the Council's website for the opening hours of the reception at the Civic Offices.**

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.**

24 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 (40% weighting)** based on the "Rental Bid" submitted by the bidder; and
- b. **Statement of intent (60% weighting)** based on the quality of the proposal, the unique selling point of the proposed business, how well the business fits with the standards and values of Cosmeston Lakes Country Park and how the proposed business will contribute to the Council's Project Zero policy.