



# MARKETING BRIEF

## Former Toilet Block at Llantwit Major Beach



### 25 YEAR LEASE OPPORTUNITY

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

## INTRODUCTION

The Vale of Glamorgan Council (“the Council”) wishes to **invite bids** from parties who are interested in leasing the former toilet block at Llantwit Major Beach (“the Property” identified in **Appendix A**).

Given the location of the property and the opportunities it could offer to both its local and wider community of the Vale of Glamorgan, priority will be given to those uses, which include:

- Community related uses; or
- Tourism related uses.

## PURPOSE

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

- **Context & Description;**
- **Possible range of uses (subject to any necessary planning consents for change of use);**
- **Bid Submission Material, Deadline & Address for Submitting Bids;**
- **Selection of Preferred Bidder & Weighted Scoring Criteria;**
- **Method of tender;**
- **Summary of Working Assumptions for Bidders;**
- **Separate Planning Process; and**
- **Disclaimer.**

This Marketing brief is produced for guidance only.

## PROPERTY CONTEXT AND DESCRIPTION

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.**

### The Vale of Glamorgan

The Vale of Glamorgan is Wales’ most southerly Unitary Authority, lying west of Cardiff between the M4 and the Severn Estuary and covering 33,097 hectares, of which approximately 85% (28,132 hectares) is agricultural land. The Vale of Glamorgan has 53 kilometres of coastline, of which 19 kilometres is designated as Heritage Coast. Its neighbouring authorities are Bridgend County Borough Council to the West, Cardiff Council to the East and Rhondda Cynon Taf County Borough Council to the North.

## **Llantwit Major**

Llantwit Major is a coastal town and community in the Vale of Glamorgan, approximately 15 miles (24 km) from Cardiff city centre. Of the four towns in the authority, Llantwit Major has the third largest population, ahead of Cowbridge.

The pebble beach lies south of the town in the Cwm Col-huw valley. It is a popular tourist destination and is one of the finest sites for Jurassic fossils in Wales.

## **The Property**

The site which the partially demolished former toilet block is located has views of Llantwit Major beach and the Bristol Channel. The surrounding area is protected as part of the Glamorgan Heritage Coast and on the steep cliffs either side of the valley, rare species can be spotted in the Cwm Col-huw Nature Reserve.

## **Access**

The site is pedestrian access only, which is shown by the blue shaded area on the plan in Appendix A. Please note for the avoidance of doubt that there is no vehicular access to the site.

## **EPC**

Due to the current condition of the property, an EPC is not required.

## **Business Rates**

The property is not currently rated; however, the successful bidder will be responsible for any rates liability in the future.

## **General Heads of Terms of the Lease**

### **Responsibilities and Undertakings of the Tenant**

Plans and specifications for the building's alterations are to be approved in writing in advance by the Vale of Glamorgan Council as Landlord/Landowner. Please note that the Local Planning Authority's separate Statutory planning process is totally independent from any approval the Council may give in its capacity as Landlord/Landowner and any approval that the Council may give in its Landlord/Landowner capacity does not infer that Planning Approval will be given for the proposed use.

### **Right of renewal**

The lease will be excluded from the provisions of sections 24 – 28 of the Landlord and Tenant Act 1954 and will therefore not have the automatic right to renew.

## Repairing and other obligations

- The property is to be let on a full repairing and insuring basis. The successful bidder as ingoing tenant will be responsible for all internal and external repairs and maintenance of the property.
- The Tenant will be responsible for complying with all current and future statutory compliance testing and to maintain appropriate records with copies provided to the Landlord on request.
- The Tenant must comply with the Health & Safety at Work Act 1974.
- The Tenant shall ensure (if applicable) they achieve and maintain a National Food Hygiene Rating of 3 or above.
- The Tenant will be responsible for maintaining a pest control contract for the Premises.
- When works are completed, fire appliances and emergency lighting are to be inspected annually and appropriate records maintained by the Tenant with copies provided to the Landlord on request.
- When works are completed, the Tenant must undertake a fire risk assessment and have their equipment regularly checked for the presence of Legionella in accordance with Health and Safety Executive (HSE) guidelines. The tenant must maintain appropriate records to demonstrate compliance and make these available for inspection by the Council on request.
- The Tenant will be responsible for providing at all times Building and Contents Insurance, Public Liability and Employers Liability Insurance.
- The Tenant will make reasonable endeavours to clean graffiti from the interior and exterior of the Premises within 24hrs of discovery. If the Tenant is unable to remove or cover up graffiti, they must notify the Council.
- The Tenant 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 Tenant will provide (in the immediate vicinity) 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. The Tenant will ensure that they comply with the Waste Separation Requirements (Wales) Regulations 2023 that came into force on 6<sup>th</sup> April 2024.

## Restrictions on the Tenant

- No tobacco products are to be sold or consumed at the Premises.
- No alcohol is to be sold or consumed at the Premises.
- Except for the business operating at the Premises, no commercial advertising is permitted at the site. Unauthorised advertisements will be removed.
- The Tenant is to comply with all statutory requirements, any future public health regulations and all requirements from the Landlord.
- The use of single use plastics is not permitted as stated in the Environmental Protection (Single-use Plastic Products) (Wales) Act 2023.
- The provision of any live animals as prizes is not allowed.
- The launching of Chinese sky lanterns is not allowed.

## Recovery of costs

□ The Council reserves the right to recover from the Tenant any costs incurred arising from their action or inaction in accordance with the terms of the lease. The lease shall contain any other terms and conditions as the Council's solicitors consider necessary.

## PLANNING

Planning information is provided in **Appendix B**. The Council is keen to secure a purchaser who is committed to provide and deliver a use in accordance with this statement for the local residents and wider area.

## TITLE

The Vale of Glamorgan Council owns the **freehold interest** in the property. Please see Legal title note in Appendix C. **A 25-year lease will be offered to the ingoing tenant.**

# BID SUBMISSION MATERIAL, DEADLINE & ADDRESS FOR SUBMITTING TENDERS

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

- A. Rental Bid;
- B. Statement of Intent / Business Vision;
- C. Business and Operating Plan;
- D. Proposed Build Scheme, Access and Timeline;
- E. Environmental Impact and Climate Change Statement, including proposed Plastics Policy.

## A. Rental Bid

Please note that bids should include the following information:

- **Identity of proposed lessee** and contact details;
- **Rental bid proposal**;
- **Confirmation that adequate funds are available** (i.e. proof of funding) to carry out the proposed scheme. This should identify any sources of finance or funding (including a proposed reliance on grant funding);
- Your **solicitor's** name and full contact details;
- You **must** state what conditions, if any, your bid will be subject to;
- **No bids to be expressed as a percentage figure of the bids of another party**;
- The **Council is under no obligation** to accept the highest or any bid;
- It would be helpful if you could **outline your previous track record**; and
- **Any indication of collusion** by the bidder with any other party will render the bid void.

## B. Statement of Intent / Business Vision

Bidders must submit as part of their bid proposal a statement of intent to demonstrate their ability to manage the leasehold interest effectively. This should include a brief outline of the vision/proposal for the buildings use.

## C. Business and Operating Plan

A short summary outlining the details of how the proposal will be operated.

## D. Proposed Build Scheme, Access and Timeline

Bidders will be required as part of their submission to submit an **indicative build scheme, access and timeline** for the physical delivery of the proposal. Bidders should include details of how waste products from the construction process will be handled with emphasis on limiting waste wherever possible.

### **E. Environmental Impact and Climate Change Statement.**

Bidders are asked to outline how their business plan will complement and aid the global effort to reduce climate change and demonstrate their environmental credentials, as well as outlining any proposals that will support and promote biodiversity.

### **Deadline and Address for Submitting Bids**

The strict deadline for submitting tender bids is **12 Noon on 05 June 2024.**

The bid must be submitted in an envelope with the official Tender Label adhered titled on the outside **“Former Toilet Block, Llantwit Major Beach 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.**

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-compliant or incomplete.

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.

## SELECTION OF PREFERRED BIDDER AND 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 (15% weighting)**; and
- b. **Statement of Intent / Business Vision (15% weighting)**; and
- c. **Business and Operating plan (40% weighting)**; and
- d. **Proposed Build Scheme, Access and Timeline (20% weighting)**; and
- e. **Environmental Impact and Climate Change Statement (10% weighting)**.

## METHOD OF TENDER

The 25-year lease is offered by 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.

## SUMMARY OF WORKING ASSUMPTIONS FOR BIDS

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

- a) **Statutory Consents** – Any lease would be granted on the basis that the lessee would be responsible for securing all statutory consents (e.g. planning and building regulations, Licencing etc);
- b) **Full repairing and Insuring lease** - Any lease would be granted on the basis that the ingoing Tenant would be responsible for all repairs, statutory services, utility costs such as electricity, water etc., any rates liability, insurance obligations and any and all other outgoings incurred as a result of occupying the site throughout the term of the lease.
- c) **Surveyor and Legal Fees** - the Preferred Bidder will be responsible for the Council's surveyor's fees and reasonable legal costs.
- d) **Planning Fees** – the Preferred Bidder will be required to pay for any planning fees associated with any application for change of use if required.
- e) **Building Regulations Costs** – the Preferred Bidder will be responsible for obtaining and paying any building regulations costs.

## 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. **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.

As stated previously **Appendix B** sets out a short note on possible alternative uses (subject to any statutory or other consents required).

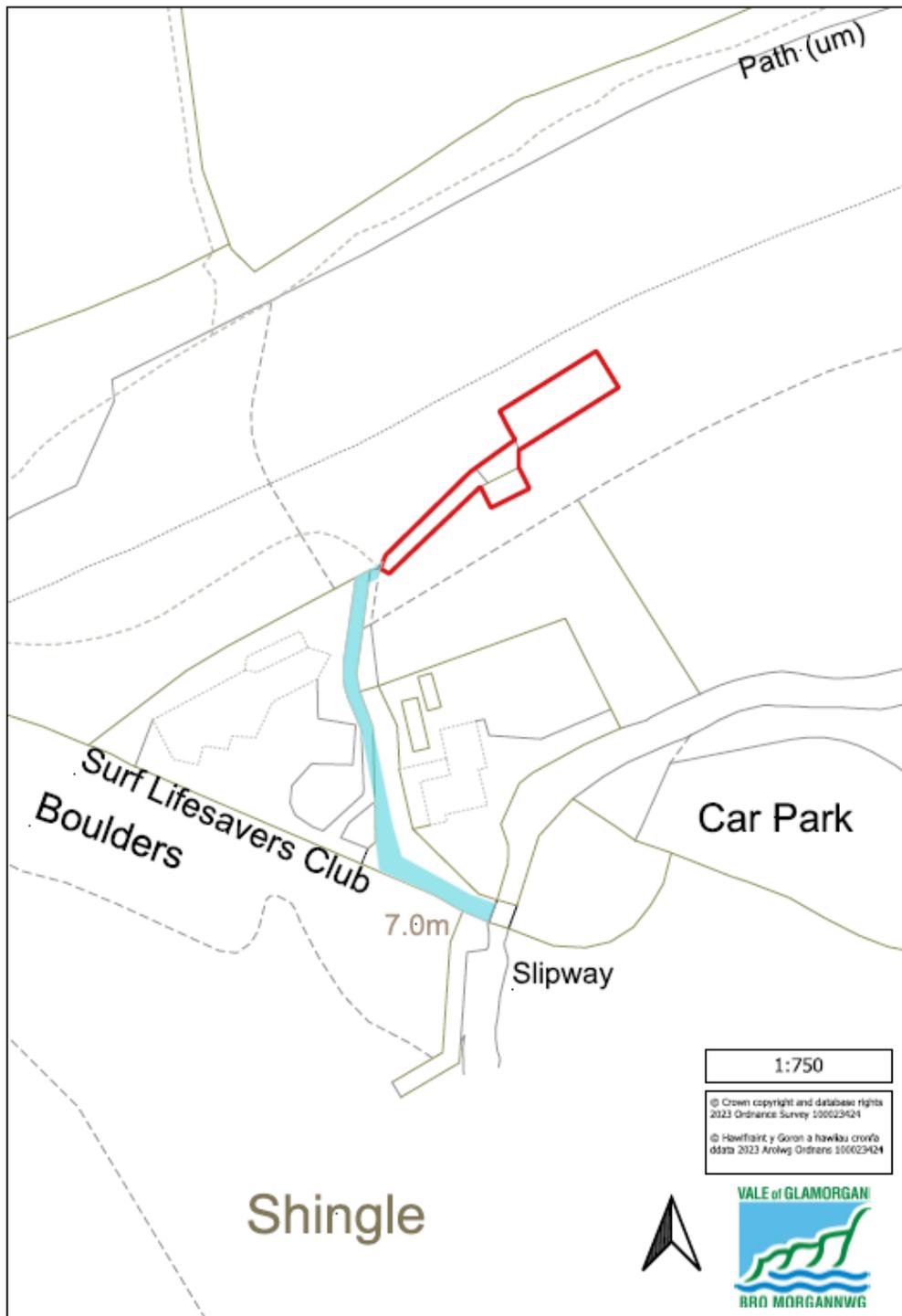
## DISCLAIMER

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.

# APPENDIX A: INDICATIVE BOUNDARY PLAN



## APPENDIX B: PLANNING INFORMATION

The site is located within the Glamorgan Heritage Coast and therefore any development of the site would need to comply with the criteria in adopted Local Development Plan Policy MG27 as shown below:

### Enjoying

#### **POLICY MG27 - GLAMORGAN HERITAGE COAST**

The special environmental qualities of the Glamorgan Heritage Coast will be conserved and enhanced. New development will be restricted to:

1. Development that is necessary for coastal defence as identified within the Lavernock Point to St Ann's Head shoreline Management Plan 2;
2. Development that is essential for agriculture, nature conservation, informal recreation, low impact tourism or coastal access;
3. Development within settlement boundaries; or
4. Other appropriate and sustainable development that accords with National Policy.

Development that unacceptably affects the special environmental qualities of the Glamorgan Heritage Coast will not be permitted.

Relevant policies of the adopted Local Development Plan and Planning policy Wales Edition 12 as well as Supplementary Planning Guidance would need to be complied with in relation to any form of development such as tourism related or similar.

The site falls within an identified SINC (Site of Importance for Nature Conservation) 'West of Cwm Colhuw' which is noted as having favorable status. Any development would therefore need to comply with criteria in adopted Local Development Plan Policy MG21 as shown below:

#### **POLICY MG21 – SITES OF IMPORTANCE FOR NATURE CONSERVATION, REGIONALLY IMPORTANT GEOLOGICAL AND GEOMORPHOLOGICAL SITES AND PRIORITY HABITATS AND SPECIES**

Development proposals likely to have an adverse impact on sites of importance for nature conservation or priority habitats and species will only be permitted where it can be demonstrated that:

1. The need for the development clearly outweighs the nature conservation value of the site;
2. Adverse impacts on nature conservation and geological features can be avoided;
3. Appropriate and proportionate mitigation and compensation measures can be provided;  
and
4. The development conserves and where possible enhances biodiversity interests.

# APPENDIX C: REPORT ON TITLE

## Report on Title – Land at Llantwit Major Beach

### 1. Interpretation

The following terms are used in this report:

**Benefits:** any right, easement, restriction, stipulation, restrictive covenant, mining or mineral right, franchise or other interest that benefits the Property

**Conveyance:** a conveyance dated 21 February 1967 made between Ronald Arthur Anderson and Mollie Rosemary Taylor of one part and the Council for the rural district of Cowbridge of the other part

**Incumbrances:** any right, easement, restriction, stipulation, restrictive covenant, mining or mineral right, franchise or other interest to which the Property is subject.

**Plan:** the plan annexed to this report at ANNEX A

**Property:** The property described in paragraph 2 of this report.

### 2. The Property

2.1 The Property is the freehold land and public conveniences erected thereon shown edged red on the Plan, known as land at Llantwit Major beach having an area of 603 square yards.

The Property is unregistered. The Property was transferred to the Council by the Conveyance.

### 3. Matters benefiting the Property

The Property enjoys the following Benefits:

3.1 The full right and liberty to lay down one pipe in fibre plastic or other material approved by the water board not exceeding two inches in bore of such strength and so joined in every part as not to permit an escape of any water passing through the same within and under the said property the site and position whereof is shown by a blue line on the Plan and to be laid at such depth from the surface as will protect the pipe from frost and secure the same against agricultural operations connected with the surface

3.2 The full right and liberty to convey through the said pipe such amount of water as may be required by the Council for the purpose of serving the said public conveniences and other

supply points as aforesaid and from time to time to inspect take up cleans repair remove and replace the said pipe or any part thereof entering upon and other the said property doing as little damage as possible and making compensation for all damage that may be done

3.3 The full right and liberty to the Council at all times with or without vehicles by themselves their servants and assigns to pass and repass over and along the land coloured green on the Plan for the purposes of maintaining the said public conveniences

3.4 The vendors covenant with the Council that they will permit unrestricted access without charge on foot only for members of the public at large over and along the said land coloured green on the Plan for the purpose of access to and egress from the said public convenience

#### **4. Matters burdening the Property**

The Property is subject to the following Incumbrances:

4.1 To provide one water pipe connection for agricultural purposes in a location to be agreed with the vendors and a further connection to the café occupied by the vendor's tenant a Colhugh Beach

4.2 To exercise the rights and liberties hereinbefore granted in such a manner as to cause no unnecessary damage or injury to the vendors or to their tenants or occupiers of any part of the said property or the owners or occupiers of any adjacent or neighbouring lands and to keep the vendors indemnified against all actions claims or demands that may be lawfully brought or made against the vendors by such owners tenants and occupiers or by any of them or by any other person persons by reason of anything done by the Council in exercise or purported exercise of the rights and liberties hereby granted