

EXCITING NEW OPPORTUNITY
Former Pitch & Putt Kiosk “Y Cwt”,
Porthkerry Country Park, Barry
2 Year concession



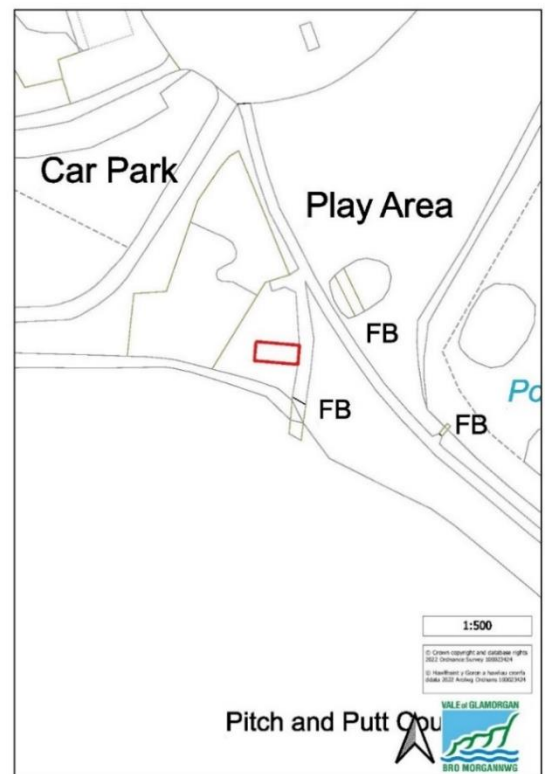
BIDS INVITED FROM INTERESTED PARTIES
This form is available in Welsh / Mae'r ffurflen hon ar gael yn Gymraeg

1 Background

The Vale of Glamorgan is a coastal county in South Wales. A high-quality environment and natural assets that include 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.

Porthkerry Country Park boasts 220 acres of woods and meadowland in a sheltered valley leading to a pebble beach and spectacular cliffs. A new project to rewild the old golf course has recently been undertaken and the play area and landscaping has been upgraded.

Y Cwt (The Hut) nestles under the impressive Porthkerry Viaduct. The building is situated within easy reach of the site's amenities (toilets, car parks, lodge, play area and trails) and is ideally positioned to develop an innovative catering outlet for visitors and residents. The building has recently been totally renovated both internally and externally and has been designed to represent the viaduct and fit into its natural surroundings.



2 Licence

The Council is offering a 2 year concession of the innovative building at the location shown outlined red on the above plan. Trading shall not be permitted under any circumstances from any location other than that indicated on the plan.

The permitted use shall be for the selling of hot and cold food and drinks; bike hire; recreational activity centre; and/or small scale retail that is applicable to the surrounding area.

3 Trading Times

In normal circumstances the Council's expectation is that trading will occur daily throughout the period of the licence and will begin no later than 9:00 and cease at 18:00. Evening trade will be permitted until 21:00 at the latest during peak times (subject to review).

4 Operating Terms

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

- a) The Licensee shall ensure that at least one competent adult is in attendance and control of the kiosk at all times.
- b) The Licensee will be deemed to have inspected all facilities prior to the commencement of the Lease. The Lessee agrees to take the kiosk 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 kiosk location in a clean and tidy condition.
- d) The Licensee shall encourage the public to use the kiosk facility and shall ensure that staff attitude and standards are maintained to the highest degree.
- e) The Licensee shall ensure that users of the kiosk 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 Licensee shall not allow or cause to be allowed any rubbish to be deposited upon the site. The Licensee will provide its own bins, be responsible for emptying them and not to use the Licensor's or other traders' bins.
- g) The Licensee shall ensure that the kiosk 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 kiosk achieves and maintains a National Food Hygiene Rating of 3 or above. A copy of this to be provided with the tender application.
- j) There is access to electricity and water which the Licensee will be charged for. There is no drainage but there is drainage in the nearby public conveniences for water only.
- k) The Licensee is not to display any advert or poster apart from the scale of charges and hygiene rating.
- l) The Licensee will be responsible for maintaining a pest control contract for the Premises.

- m) The Licensee will ensure that all deliveries are completed by 12:00.
- n) The Licensee will be provided with two parking permits for the sole use of the business. However, the Licensor will not reserve any parking spaces.

5 User

The proposed Licence will permit the Licensee to sell hot and cold food and drinks and refreshments; bike hire; recreational activity centre; and/or small scale retail that is applicable to the surrounding area.

However, the following restrictions apply:

1. No tobacco products are to be sold or consumed at the Premises.
2. No alcohol is to be sold or consumed at the Premises.
3. The use of single use plastics is not allowed.

6 EPC

The kiosk is exempt.

7 Fitting Out

The Licensee is to be responsible for fitting out the kiosk and at the Licensor's request removing it at the end of the licence. The fitting out scheme is to be approved by the Licensor. Two weeks will be allowed for fitting.

8 Licence Period

The proposed Licence will be for 2 years commencing on completion of the Licence.

9 Licence Fee

The fee shall be the amount stated on the successful tender form (expressed as the total Fee amount) and shall be exclusive of all rates, taxes and other outgoings that may be levied on the kiosk. The fee to be paid annually in advance.

10 Repairs

The Licensor will be responsible for all repairs except the Licensee's equipment.

The Licensee will be responsible for and indemnify the Licensee against any damage to the premises caused by the Licensee's use and occupation of the premises.

11 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 sixty eight) exclusive of VAT, and the Council's proper Legal costs of £187.45 (one hundred and eighty seven pounds and forty five pence) exclusive of VAT, for the preparation of the Licence and the counterpart thereof.

12 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.

The Licensee to be responsible for paying for any electricity and water used.

13 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 Licensor will insure the building and the Licensee will be responsible for insuring their equipment.

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 lease is granted

14 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 Lease 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.

15 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 kiosk) 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 Licensee is not to use the Council's containers for its litter and rubbish.

16 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.

17 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.

18 Alterations

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

19 Compliance

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

20 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.

21 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.

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.

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 or under investigation by Environmental Health at the closing date for tenders will not be considered.

23 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.

24 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 kiosk.

25 Viewing

Internal viewings are strictly by appointment only and to be arranged through Rebecca Johnson (rjohnson@valeofglamorgan.gov.uk).

26 Bid Submission Material, Deadline & Address For Submitting Bids

Bidders will be required to submit a detailed bid comprising:

- A. Fee Bid;**
- B. Brief Business and Operating plan (max 500 words);**
- C. Environmental Impact (max 500 words);**
- D. Sample Menu (if applicable);**
- E. National Food Hygiene Rating (if applicable).**

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

The bid must be submitted in an envelope with the official Tender Label adhered titled on the outside **“Kiosk, Porthkerry Country Park 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:

**Head of Legal Services,
Vale of Glamorgan Council
Civic Offices
Holton Road
Barry CF63 4RU**

27. 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. Fee offer proposed (40% weighting)** based on the “Fee 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 complements the surrounding area and how the proposed business will contribute to the Council’s Project Zero policy.

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.

