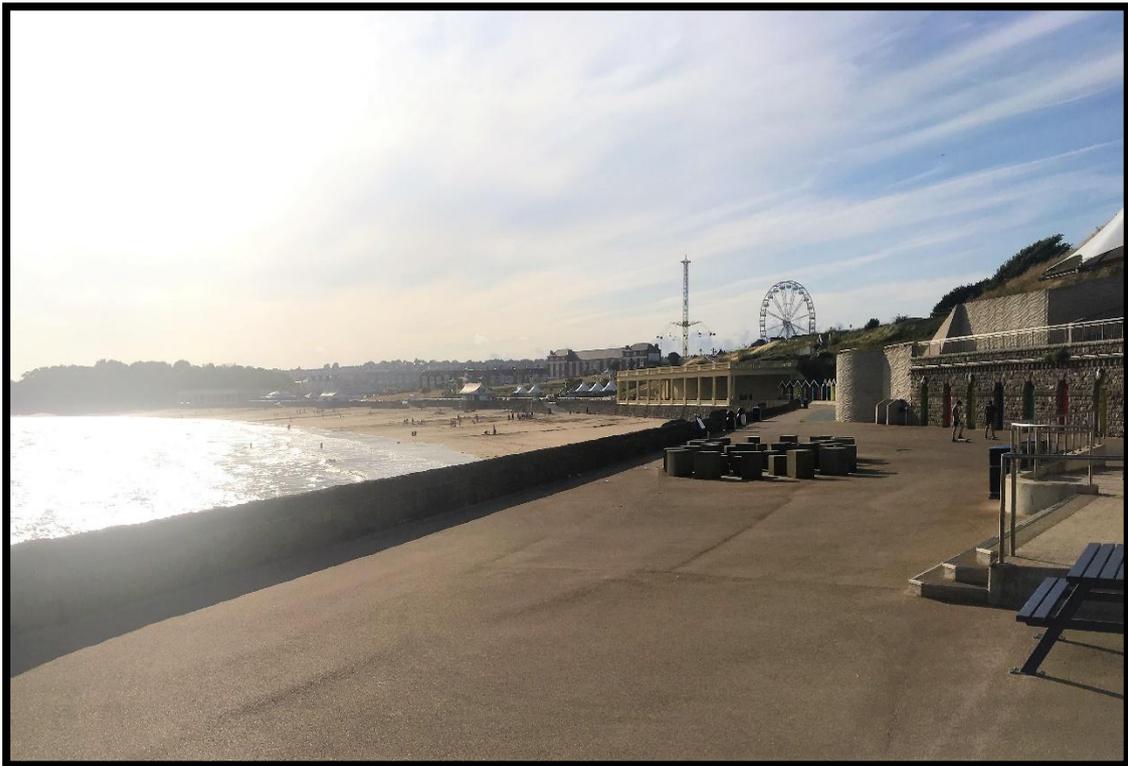


# CONCESSION OPPORTUNITY

## Eastern Promenade, Barry Island

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

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.

The recently refurbished seafront of Barry Island offers a sweeping promenade along the entire length of Whitmore Bay beach, against a backdrop of enticing cafés and restaurants and many traditional entertainments and facilities including amusement arcades, beach huts and beautiful landscaped gardens. There is something for all ages. Not forgetting the Gavin and Stacey connection.

## 2 Licence

An exciting opportunity has arisen for a concession at Barry Island. 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.



## 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 10:00 and cease at the latest at 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 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 and will be responsible for:
  - Providing appropriate rubbish bins;
  - Ensuring all waste is regularly emptied and removed from the premises; and
  - Complying with the Council's recycling and waste disposal policies.
- g) The Licensee will ensure that they comply with the Waste Separation Requirements (Wales) Regulations 2023 that came into force on 6<sup>th</sup> April 2024.
- h) 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.
- i) 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.
- j) The mobile vehicle being used for transporting or trading, must have valid tax, MOT and insurance in the Licence holders name. The Licensee shall produce documentary evidence before any licence is granted.
- k) 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 or an undertaking that it will be achieved within 6 months of the licence being granted.
- l) The Licensee is not to display any advert or poster apart from the scale of charges and hygiene rating.
- m) The mobile vehicle / food stall is to be fully mobile. The Licensee is to remove the mobile vehicle at the end of each day.

- n) The Licensee and their staff are not to cause any annoyance to the users of the site or do anything which would bring the Licensor's reputation into disrepute.
- o) The Licensee will be responsible for maintaining a pest control contract for the Premises.
- p) The Licensee must observe the driver code of conduct for a Vale Park. Gross breaches of the code of conduct by The Operator or their Agents may result in a fine against the Licensee of £50 per reported occurrence.

## **5 User**

The proposed Licence will permit the Licensee to sell ice cream, hot food, hot drinks, refreshments and cold soft drinks; recreational activity centre; and/or small-scale retail that is applicable to the surrounding area. However the following restrictions apply:

- a) No tobacco products are to be sold or consumed at the Premises.
- b) No alcohol is to be sold or consumed at the Premises.
- c) The use of single use plastics is not allowed.
- d) Not to provide any live animals as prizes.
- e) Not to launch any Chinese sky lanterns.

## **6 Licence Period**

The proposed Licence will be for a minimum period of 1 year commencing on completion of the Licence. This can be extended for a further 2 years at the discretion of the Council.

## **7 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.

**N.B.** The licence fee tendered will increase by the Consumer Price Index annually.

## **8 Fees and costs**

The Licensee shall be responsible for the payment of the Vale of Glamorgan Council's surveyors' fees in the sum of £156 (one hundred and fifty-six pounds) exclusive of VAT, and the Council's proper Legal costs of £204.67 (two hundred and four pounds sixty-seven pence) for the preparation of the Licence and the counterpart thereof.

## **9 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. There is a connection to water and electricity and the Licensee will be charged for the use of these services in addition to the Licence fee.

## **10 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

## **11 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.

## **12 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. The Licensee is not to deposit any rubbish in the Council's containers.

## **13 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.

## **14 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.

## **15 Alterations**

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

## **16 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.

## **17 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.

## **18 Public Safety**

The Licensee to comply with all statutory requirements, any future public health regulations and all requirements from the Licensor.

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 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 or who are under investigation by Environmental Health.

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.

## **20 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.

## **21 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.

## **22 Closing Date**

The closing date for all bids is noon on 27 April 2026. We will notify all bidders of the outcome no later than 4 weeks after the closing date.

## **23 Bid Submission Material, Deadline & Address For Submitting Bids**

Bidders will be required to submit a detailed bid comprising:

- A. Fee Bid;**
- B. Statement of Intent;**
- C. Proposed Timeline/Programme for opening;**
- D. Environmental impact and Climate Change Statement;**
- E. Evidence of Food Hygiene Rating or undertaking if appropriate.**

### **A. Fee Bid**

Please note that bids should include the following information:

- I. **Identity of proposed Licensee** and contact details;
- II. **Fee for the licence;**
- III. Your **solicitors'** name and full contact details;
- IV. **No bids to be expressed as a percentage figure of the bids of another party;**
- V. The **Council is under no obligation** to accept the highest or any bid;
- VI. **Any indication of collusion** by the bidder with any other party will render the bid void.

### **B. Statement of intent**

Bidders must submit as part of their bid proposal a statement of intent to demonstrate their ability to manage concession effectively. This should include an assessment of the financial and organisational capacity of the proposed Licensee and include:

- A brief outline of the vision/proposal for the concession's use, including sample menu showcasing the quality and variety of the proposed offering if appropriate;
- A clear management structure and details of how the concession will be managed on a day-to-day basis including meeting any statutory requirements.
- A brief outline of the objectives and strategies for marketing.

### **C. Proposed Timeline/Programme for opening**

Bidders will be required as part of their submission to submit an **indicative Timeline/Programme** for the physical and financial delivery of the proposal.

### **D. 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 the environmental credentials of the

organisation. Bidders are also to include their single use plastic policy. See Appendix A for information on the Council's Project Zero.

### **E. Food Hygiene rating**

Bidders will be required to provide evidence of a minimum food hygiene rating of 3 or an undertaking that it will be achieved within 6 months of the licence being granted if appropriate. Failure to provide this, if required, will result in the tender not being considered further and the tender submission is invalid.

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

The strict deadline for submitting tender bids is **12 Noon 27 April 2026**

The bid must be submitted in an envelope with the official Tender Label adhered titled on the outside "**Concession at Eastern Promenade, Barry Island 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 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-conforming or incomplete.

The Council and its agents are **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.

## **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 of 40% price and 60% quality:

### **Fee (40% weighting)**

Based on the "Fee Bid" submitted by the bidder; and

### **Quality (60% weighting)**

- a. **Statement of intent** based on
  - the outline of vision/proposal for the concession's use including sample menu showcasing the quality and variety of the proposed offering if appropriate **(40)**,
  - a clear management structure and details of how the concession will be managed on a day-to-day basis including meeting any statutory requirements **(20)**
  - brief outline of the objectives and strategies for marketing **(10)**
- b. **Preliminary Programme/Timeline (10).**
- c. **Environmental Impact and Climate Change Statement** How the proposals align with the aims of the Council's Project Zero Commitments by enhancing biodiversity and incorporate green infrastructure, include energy efficiency measures. **(20)**
- d. **Food Hygiene Rating** Any bidder that fails to provide evidence of the required rating or an undertaking that it will be achieved within 6 months of the licence being granted will not be considered further and the tender submission is invalid.

## **25 Scoring**

### **Fee 40%**

Fee assessment accounts for 40% of the evaluation.

The Bidder with the highest total sum for fee, will receive the maximum marks (100% of the overall available 40%), with all the other bids calculated as a percentage difference.

The next highest bidder will be awarded a percentage value based on their total fee and the highest total received (i.e. (next highest / highest) \*100). This will be multiplied by 0.4 to calculate the amount of the available 40% to be awarded.

### **Quality 60%**

Quality assessment accounts for 60% of the evaluation, this is broken down into four aspects: Statement of Intent, preliminary programme/timeline, environmental impact and climate change statement, and the food hygiene rating or undertaking. The quality criteria will be evaluated based on the sub-criteria and weightings outlined in section 24 above.

The Bidder with the highest total sum for quality will receive the maximum marks (100% of the overall available 60%), with all the other bids calculated as a percentage difference.

The next highest bidder will be awarded a percentage value based on their total quality score and the highest total received (i.e. (next highest / highest) \* 100). This will be multiplied by 0.6 to calculate the amount of the available 60% to be awarded.

Question	Description	Weighting
a.	Statement of Intent	70%
b.	Preliminary Programme/Timeline	10%
c.	Environmental Impact and Climate Change Statement	20%
d.	Food Hygiene Rating or undertaking	Pass or fail

### **Scoring Methodology**

Score	Response
5	Excellent evidence has been submitted and information and/or supplementary documentation leaves no doubt that the minimum requirements are likely to be exceeded substantially. It is evident that there will be significant added value incorporating aspects that are unique to this service provider.
4	Very clear evidence has been submitted and information and/or supplementary documentation is of a very high calibre indicating that the minimum requirements are likely to be exceeded. It is evident that there will be some added value.
3	Adequate evidence has been submitted and information and/or supplementary documentation is of an adequate calibre indicating that the minimum requirements are likely to be met.
2	Some evidence has been submitted and information and/or supplementary documentation is of a barely adequate calibre indicating that the minimum requirements are unlikely to be met.
1	No evidence has been submitted and any information and/or supplementary documentation are of an inadequate calibre indicating that the minimum requirements are very unlikely to be met.
0	Either the question has not been answered or the answer given clearly does not meet the minimum requirement.

## **26 Method Of Tender**

The licence in the building 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.

## **27 Summary Of Working Assumptions For Bidders**

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

- a) **Statutory Consents** – Any licence would be granted on the basis that the ingoing Licensee would be responsible for securing all statutory consents.
- b) **Surveyor and Legal Fees** - The Preferred bidder will be responsible for the Council’s surveyor’s fees and reasonable legal costs.

These terms are explicitly matters of compliance and failure to agree to them will result in the bid not being considered.

## **28 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 paper and shall notify bidders in writing of any such variation.

## **29 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: Project Zero

In July 2019, the Vale of Glamorgan Council joined the Welsh Government and other Local Authorities across the UK in declaring a Climate Emergency in response to the United Nations' Intergovernmental Panel on Climate Change report into the impact of global warming. Following this, we declared a nature emergency in July 2021. Project Zero is the Vale of Glamorgan Council's response to the climate and nature emergencies. It brings together the wide range of work and opportunities available to tackle climate change, reduce the Council's carbon emissions to net zero by 2030, care for nature, and encourage others to make positive changes.

Underpinning Project Zero are 18 challenges that span the work of the Vale of Glamorgan council, including energy, waste, water, transport, our land, buildings and assets, staff travel, procurement and more. These are framed around the need to:

- Demonstrate strong leadership – the Council must lead by example.
- Fulfil our responsibility to current and future generations – we help shape the activities of others through our policies and services and where we can have a significant influence on the actions of others.
- Make a difference now – how the Council operates as an organisation, an employer, buildings and landowner and landlord

Challenge 16 sets out that the Council must manage and use our land, buildings and assets, to support work to tackle climate change, rationalising what we need and improving sustainability and energy efficiency. As part of this, we have a commitment to encourage leaseholders to be more sustainable in how they use property leased from the Council.

A copy of the Vale of Glamorgan Council Climate Change Challenge Plan 2021-2030 along with information about Project Zero can be viewed here: [Project Zero | Participate Vale](#)

