



To Let

**Former Lifeguards Building, The Promenade
Barry Island**



**Café
10 Year Lease**

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

Introduction

The Vale of Glamorgan Council (“the Council”) wishes to invite bids from parties who are interested in taking a 10-year lease of the Former Lifeguard Building (“the building” identified in Appendix A).

The Council would like to attract a tenant which will complement and enhance the surrounding uses.

Purpose

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

- **Building Context & Description;**
- **Property**
- **General Heads of Terms for the Lease**
- **Viewing**
- **Planning**
- **Bid Submission Material, Deadline & Address for Submitting Bids;**
- **Selection of Preferred Bidder & Weighted Scoring Criteria;**
- **Method of disposal;**
- **Contacts; and**
- **Disclaimer.**

This Marketing brief is produced for guidance only.

Building Context & Description

The boundary of the Council owned Property included in this opportunity is indicatively identified **edged red** on Boundary Plan (**Appendix A**).

The Vale of Glamorgan

The Vale of Glamorgan is Wales's 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.

Barry

Barry is the principle town in the Vale of Glamorgan, on the north coast of the Bristol Channel approximately 9 miles (14 km) south-southwest of Cardiff. Well connected by bus, road and rail links, the closest railway station being 0.5 miles away.

According to Office for National Statistics 2021 consensus, the population of Barry was 56,587.

The building occupies a prime and prominent position on Barry Island Promenade with views across Whitmore Bay.

The Property

The property is the former lifeguards building which has recently been used as a café and currently trading as Bay 5.

The accommodation consists of a ground floor room with a kitchen area, loft space and WC facilities. It has mains water, drainage and electricity.

The premises is to be let as an empty shell, the existing equipment and furniture belongs to the current tenant and will be removed at the end of the current lease.

The Property has an EPC rating D98. A copy of the certificate is available on request.

General Heads of Terms of the Lease

Term

10-year lease with annual rent reviews to either market rental value or CPI (whichever the greater).

Trading Times

The Tenant can trade from the premises between 8:00 and 20:00 daily. All deliveries are to be made by 11:00.

Responsibilities and Undertakings of the Tenant

Plans and specifications for any changes to the building are to be approved in writing in advance by the Vale of Glamorgan Council as landlord and in the separate capacity as Local Planning Authority (if required).

Repairing and other obligations

- The tenant will be responsible for all repairs and decoration.
- The Tenant will be responsible for complying with all current and future statutory compliance testing relating to Fire, Electric, Water etc.
- The Tenant must comply with the Health & Safety at Work Act 1974.
- The Tenant will be responsible for maintaining a pest control contract for the Premises.
- Fire appliances are to be inspected annually, and appropriate records maintained by the Tenant.
- The Tenant must undertake a 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 Contents Insurance, Public Liability and Employers Liability Insurance. The building is to be insured by the Council and the premium recharged.
- 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 will be responsible for the removal of all rubbish and complying with the Council's recycling policy.
- The Tenant will return keys issued at the end of the lease and may be invoiced for the cost of any replacements necessary during the period of the lease.
- The Tenant will be responsible for the Council's surveyors and legal fees.

Restrictions on the Tenant

- No tobacco products are to be sold or consumed at the Premises.
- The premises can only be used for the sale of hot and cold drinks, cold food and heating food unless planning permission is obtained for cooking hot food. No cooking is permitted under the existing planning permission.
- Alcohol may only be sold to be consumed on the Premises and with an appropriate licence being in place.
- Except for advertising the business operating from the Premises, no commercial advertising is permitted at the site. Unauthorised advertisements will be removed.
- The Tenant is to comply with all statutory requirements.
- The use of single use plastics is not permitted.
- A National Food Hygiene rating of 3 or above is to be maintained.

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.

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 or Tenant with outstanding arrears of Rent, Licence Fees, Costs including Utilities or Non-Domestic Rates at the closing date for tenders will not be considered.

Landlord and Tenant Act 1954 Protection.

The lease will be excluded from the security of tenure provisions contained within the Landlord and Tenant act 1954. In practice this means that there will not be an automatic right of renewal at the end of the 10-year lease.

Viewing

To view the property please contact strategicpropertyonevale@valeofglamorgan.gov.uk and allow at least 48 hours' notice. No unaccompanied viewings will be allowed.

All persons inspecting the property do so entirely at their own risk and the Vale of Glamorgan Council will accept no liability for loss or injury however caused.

Planning

The existing planning use is as a café under A3 Town and Country Planning (Use Classes) Order 1987. A copy of the decision notice is in **Appendix B**. Any variations from this will require planning permission.

Bid Submission Material, Deadline & Address for Submitting Bids

Bidders will be required to submit a detailed bid comprising:

- A. Rental Bid;
- B. Statement of intent/business vision;
- C. Business and Operating plan;
- D. Environmental Impact and Climate Change Statement, Including proposed Plastics Policy;
- E. Sample menu.

A. Rental Bid

Please note that bids should include the following information:

- I. **Identity of proposed Tenant** and contact details;
- II. **Rental for the lease;**
- III. **Confirmation that adequate funds are available** (i.e. proof of funding) to secure the purchase of the leasehold interest and proof of funding to deliver the proposal put forward. This should identify any sources of finance or funding (including a proposed reliance on grant funding);
- IV. Your **solicitors'** name and full contact details;
- V. You must state what conditions, if any, your bid will be subject to;
- VI. You must outline your proposed **timescale for** proposed completion of lease and **opening;**
- VII. **No bids to be expressed as a percentage figure of the bids of another party;**
- VIII. The **Council is under no obligation** to accept the highest or any bid;
- IX. It would be helpful if you could **outline your previous track record** in terms of running similar facilities; and
- X. **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 an assessment of the financial and organisational capacity of the proposed Tenant and include:

A brief outline of the vision/proposal for the buildings use;

A clear management structure and details of how the building will be managed on a day-to-day basis including meeting any statutory requirements.

C. Business and Operating Plan (length is the bidder's discretion)

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

D. Proposed Programme/Timeline

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

E. Environmental Impact and Climate Change Statement

Bidders are asked to outline how their business plan will complement and aide the global effort to reduce Climate change and demonstrate the environmental credentials of the organisation.

Deadline and Address for Submitting Bids

The strict deadline for submitting tender bids is **12 Noon on 19 March 2025**

The bid must be submitted in an envelope with the official Tender Label adhered titled on the outside **"Former Lifeguards Building, Barry"**.

The official 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-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.

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 (20% weighting)** based on the quality of the proposal, the accessibility and range of facilities for the local community
- c. **Business and operating Plan (30% weighting)** How realistic the financial forecasts of operating costs and revenue are; Level of investment into the business; Also, the detail of any “added value” proposals; proposed staff structure; staff management; staff training; equal opportunity policy. Brand and marketing strategy.
- d. The **Preliminary Programme/Timeline** will not be scored but must be included in the bid.
- e. **Environmental Impact and Climate Change Statement (10% weighting)** How the proposals align with the aims of the Council’s Project Zero by enhancing biodiversity and incorporate green infrastructure, including energy efficiency measures.

Method of Tender

The 10-year leasehold interest 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.

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 ingoing Tenant would be responsible for securing all statutory consents (e.g. planning and building regulations etc);
- b) **Internal repairing and Insuring lease** - Any lease would be granted on the basis that the ingoing Tenant would be responsible for all internal repairs, compliance, statutory services costs (such as electricity, water etc.), any rates

liability, insurance obligations and any and all other outgoings incurred as a result of occupying the building 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.

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 (if required). 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.

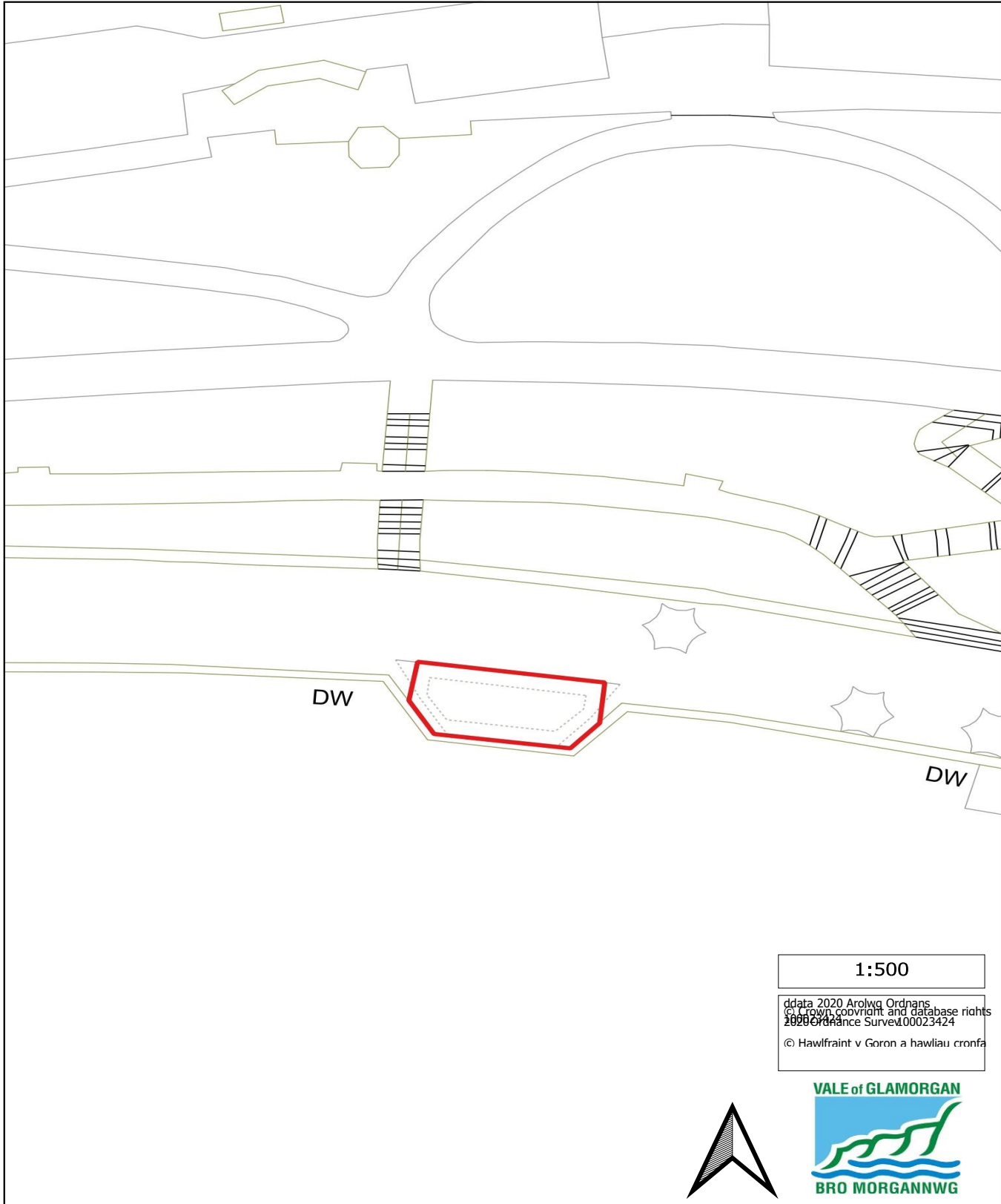
Disclaimer

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: Decision Notice

THE VALE OF GLAMORGAN COUNCIL

Town and Country Planning Act 1990
Planning and Compulsory Purchase Act 2004
The Town and Country Planning (Development Management Procedure) (Wales) Order
2012

FULL PLANNING PERMISSION

Agent:
Mark Taylor,
MT Surveyors,
Heatherton Lodge,
Michaelston Y Fedw,
Cardiff.
CF3 6XS

Applicant:
Bay 5,
The Old Lifeguard Station,
The Promenade,
Barry Island.
CF62 5TJ

The change of use of Bay 5, Barry Island Promenade, from sui-generis to a mixed A1/A3 coffee shop, with associated works including layout changes to the building, and works to align the external appearance of the building to a coffee shop function at Old Lifeguard Station, The Promenade, Barry Island

The Council in pursuance of its powers under the above mentioned Act and Order hereby **GRANTS PERMISSION** for the carrying out of the proposed development as described above and in accordance with the application and plans registered by the Council on 26 August 2014 subject to the following condition(s):

1. The development hereby permitted shall be begun before the expiration of five years from the date of this permission.

Reason:

To comply with the requirements of Section 91 of the Town and Country Planning Act 1990.

2. The premises shall be used as a coffee shop and for no other purpose including any other purpose in Class A3 of the Schedule to the Town and Country Planning (Use Classes) Order 1987, or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification.

Reason:

To enable the Local Planning Authority to maintain control over the nature of the use, and to ensure compliance with the terms of Policy ENV27 of the Unitary Development Plan.

3. The premises shall not be used for the cooking of hot food, unless otherwise first agreed in writing by the Local Planning Authority.

Reason:

To protect the residential amenity of the neighbouring occupiers in compliance with Policy ENV 27 of the Unitary Development Plan.

4. The use hereby permitted shall not be open to customers outside the following times:

Monday to Sunday 08.00 - 20.00 hours

Reason:

To safeguard the amenities of adjoining occupiers, and to ensure compliance with the terms of Policy ENV27 of the Unitary Development Plan.

Reason for Granting Planning Permission

The decision to recommend planning permission has been taken in accordance with Section 38 of The Planning and Compulsory Purchase Act 2004, which requires that, in determining a planning application the determination must be in accordance with the Development Plan unless material considerations indicate otherwise. The Development Plan comprises the Vale of Glamorgan Adopted Unitary Development Plan 1996-2011.

Having regard to Policies ENV27 'Design of New Developments' and ENV29 'Protection of Environmental Quality' the proposal is considered acceptable in terms of the nature and intensity of the use and will not adversely affect the character of the existing building, the visual amenities of the Barry Marine Conservation Area or the residential amenity of any residential dwellings.

NOTE:

1. Any external vents, extraction equipment or flues would require separate planning permission.

Please note that this consent is specific to the plans and particulars approved as part of the application. Any departure from the approved plans will constitute unauthorised development and may be liable to enforcement action. You (or any subsequent developer) should advise the Council of any actual or proposed variations from the approved plans immediately so that you can be advised how to best resolve the matter.

In addition, any conditions that the Council has imposed on this consent will be listed above and should be read carefully. It is your (or any subsequent developers) responsibility to ensure that the terms of all conditions are met in full at the appropriate time (as outlined in the specific condition).

The commencement of development without firstly meeting in full the terms of any conditions that require the submission of details prior to the commencement of development will constitute unauthorised development. This will necessitate the submission of a further application to retain the unauthorised development and may render you liable to formal enforcement action.

Failure on the part of the developer to observe the requirements of any other conditions could result in the Council pursuing formal enforcement action in the form of a Breach of Condition Notice.

Dated: 21 October 2014



Director of Development Services

Appendix C: Project Zero

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.

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.

A copy of the Vale of Glamorgan Council Climate Change Challenge Plan 2021-2030 along with information about Project Zero can be viewed on this link: [project-zero](#)

As stated in our Climate Change Challenge Plan 2021-2030:

"...Project Zero articulates the direction we want to take and how we want to change...."

"We have committed to being carbon neutral by 2030 and by meeting these challenges and embedding work on climate change across the Council we can achieve our target and a brighter future for the Vale. Our Challenges and the changes we will make are detailed below and are framed around **the need to:**

- **Demonstrate strong leadership** - which is integral to all of the steps outlined below, the Council must lead by example.
- **Fulfil our responsibility to current and future generations** – these are the areas where 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** – this refers to how the Council operates as an organisation, an employer, buildings and landowner and landlord..."

"Through Project Zero we have identified eighteen challenges which reflect what we believe needs to change as part of an effective response to the climate emergency."

Relevant to this proposed disposal of land is the Council's **need to "Make a Difference now"**. This need focuses "... on how the Council as an organisation provides its services and manages its assets. The proposed activities relate to our procurement practices, schools and council housing, **how we manage our land** and assets, staff travel and investment in technology..."

Under this need, **one of our Challenges** is to "...Manage and use our land, buildings and other assets to support work to tackle climate change, rationalising what we need and improving sustainability and energy efficiency..."

A Step we will take is to “...Encourage leaseholders to be more sustainable in how they use property leased from the Council...”

