

## **CONCESSION OPPORTUNITY**

**Combined Hot and Cold Food, Cold Knap, Barry**

**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. Cold Knap is a pebble beach which extends to Porthkerry. The Knap Gardens which are a green flag park are close by. The harp-shaped lake with swans and ducks is the focal point.

## 2 Licence

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.



## 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.
- 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 must be removed at the end of each day. There is access to electricity which the Licensee will be charged for. There is no access to water or drainage.
- k) The Licensee is not to display any advert or poster apart from the scale of charges and hygiene rating.

#### **5 User**

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

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.

## **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.

## **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 £76.80 (seventy six pounds and eighty pence) exclusive of VAT, and the Council's proper Legal costs of £76.80 (seventy six pounds and eighty 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. The Licensee to be responsible for paying for any electricity used.

## **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

### **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 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.

### **18 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.

### **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.

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

Bidders will be required to submit a detailed bid comprising:

- A. Fee Bid;**
- B. Single Use Plastics Policy;**
- C. Details of Power Source to be Used;**
- D. National Food Hygiene Rating**

The strict deadline for submitting tender bids is **12 Noon 25<sup>th</sup> April 2022**

The bid must be submitted in an envelope with the official Tender Label adhered titled on the outside "**Cold Knap Combined, Barry 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. No bids are to be hand delivered.**

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.**

