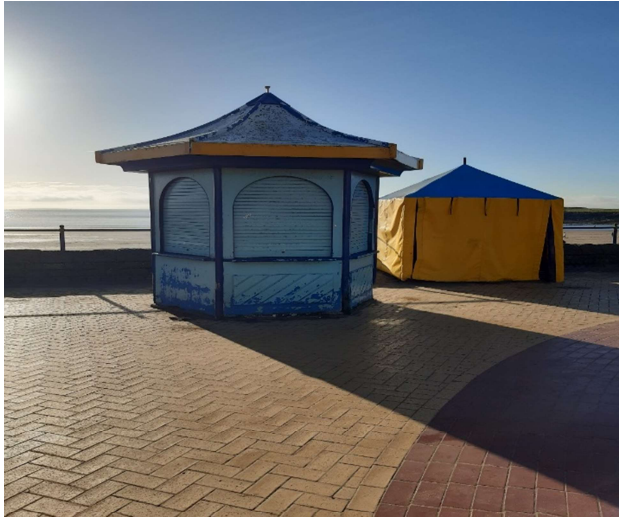


CONCESSION OPPORTUNITY

**Deckchair Hire, 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

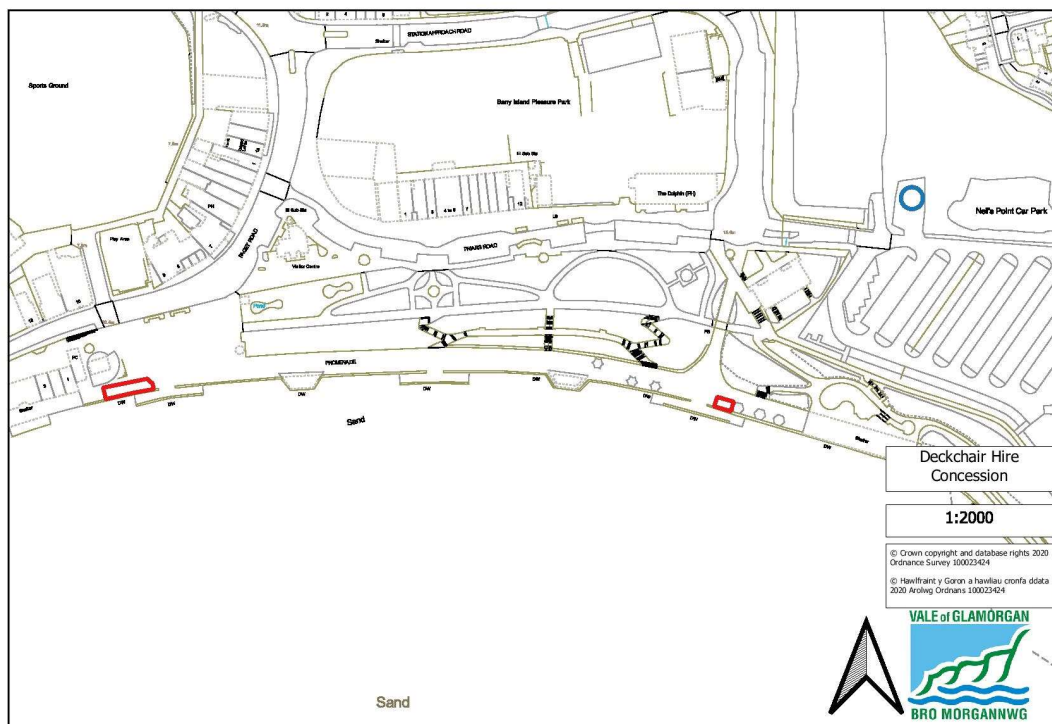
The Vale of Glamorgan is a coastal county in South Wales. A high-quality environment and natural assets that include the Glamorgan Heritage Coast make it a popular destination for tourism and leisure activities. More recently, there has been significant investment at a regional and local level attracting 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.

Events are held throughout the year which draws the crowds, among which the Isle of Fire, Cinema by the Sea, Transport and Food festivals are now firm dates in the diary.

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 from Easter until 30 September the concession will be open daily between 10:00 and 18:00 hours or later if the in the opinion of the Resort Manager the weather is suitable or there is public demand.

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 Deckchair area and Kiosks in a clean and tidy condition, including paintwork and the removal of graffiti.
- 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 and ensure an adequate supply of equipment is available 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 Licensor shall be responsible for providing all deckchairs necessary for the operation of the concession (minimum stock of 200 [two hundred] deckchairs).
- j) The Licensee is to maintain all the chairs in a clean, safe and useable state to the satisfaction of the supervising officer. The Licensee shall at they own expense purchase such replacement chairs as the Resort Manager deems necessary.
- k) The Licensee shall ensure that when not in use all equipment is only to be stored in the steel lock-up container provided and at no other location. The lock-up container shall be permanently situated at site shown edged blue on the plan but the Licensee shall trade from the Promenade and beach at the positions shown edged red on the plan.

5 User

The permitted use shall be for the hiring of deckchairs only. No other use will be permitted.

6 Licence Period

The proposed Licence will be for a minimum period of 1 year commencing on 1st March 2021. This can be extended for a further 2 years at the discretion of the Council and terminating on 29 February 2024.

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 £75.00 (seventy five pounds) exclusive of VAT, and the Council's proper Legal costs of £75.00 (seventy five pounds) 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.

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 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

12 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.

13 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.

14 Alterations

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

15 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.

16 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.

17 Public Safety

The Licensee to comply with all public safety guidance and regulations relating to Corvid-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 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.

19 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.

20 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.

21 Bid Submission Material, Deadline & Address For Submitting Bids

Bidders will be required to submit a detailed bid comprising:

A. Fee Bid;

The strict deadline for submitting tender bids is **12 Noon 12 February 2021**

The bid must be submitted in an envelope with the official Tender Label adhered titled on the outside **"Deckchair Concession, 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. 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.**

