



To Let

**Former Train Shed, BSC2, Hood Road, Barry, CF62
5QL**



- Commercial and Leisure Uses
 - 1500ft² (139m²)
 - 10 Year Lease

Viewing by Appointment please contact the Estates team on:

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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 unit adjoining BSC2, Hood Road, Barry (“the building” identified in Appendix A).

The Council would like to attract a tenant which will complement and enhance the surrounding uses. Consideration will be given to commercial and leisure uses (subject to planning) which will further help the upward trajectory in the area.

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:

- **Context & Description;**
- **Possible range of uses (subject to any necessary planning consents for change of use);**
- **Bid Submission Material, Deadline & Address for Submitting Bids;**
- **Selection of Preferred Bidder & Weighted Scoring Criteria;**
- **Method of disposal;**
- **Summary of Working Assumptions For Bidders;**
- **Separate Planning Process;**
- **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’ 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 road and rail links, the closest railway station is 0.5 miles away and a number of bus services.

According to Office for National Statistics 2016 estimate data, the population of Barry was 54,673.

The Engine Room is located in the Innovation Quarter regeneration area in Barry. The Innovation Quarter is at an advanced stage of project delivery. To date the multi million pound development projects delivered include along with the former Skills Centre building:

- The award winning Pumphouse conversion,
- Premier Inn and Brewers Fayre Restaurant,
- West Quay Medical Centre,
- BSC (Business Services Centre)
- The award winning mixed-use conversion of Hood Road Goods Shed property and new shipping container village and a new apartment block for Newydd Housing Association.

The Property

The property is a former light industrial unit previously used to repair trains with associated workshop, office area, storage and toilet.

Within the unit the main section of the property the train tracks remain alongside an inspection pit which previously connected to the train tracks behind the property. The property currently has high level gas radiate heating in place.



Figure 1 - Inspection pit

The building adjoins the former skills centre which now serves as office accommodation. Figure 2 shows the access to the storage and toilets both of which are accessed through pedestrian doors from the main workshop space.



Figure 2 - Adjoining wall to main building, access to toilets and storage.

Figure 3 shows the block construction office space at the front of the building which has access either side.



Figure 3 - View looking towards the front of the building towards the car parking

A limited number of staff car parking will be offered as part of the lease which will be in a location to be determined. Customer parking will be provided to the front of the building within the main car park area, it should be noted that this area is used by tenants of the adjoining building and as an overflow for the nearby Goodsheds development.

Works

There are a series of works which are required to be undertaken by the incoming tenant prior to occupation of the building. A schedule of the minimum required works is detailed in Appendix B.

The works will be completed to the landlord's satisfaction and it is proposed that bidders detail within their bid how they propose the rent is alleviated in lieu of these works. To be clear the Council will not classify the works as Tenant's improvements and therefore will not offer any compensation at the end of the term.

General Heads of Terms of the Lease

Trading Times

The Tenant can trade from the premises between 7am and 11pm daily.

Responsibilities and Undertakings of the Tenant

Plans and specifications 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 required to put the property into repair prior to taking occupation on an agreement for lease. Following the works being completed to the landlord's satisfaction a lease will be granted.
- The property is to be let on a full repairing and insuring basis. The tenant is therefore responsible for all internal and external repairs to the building. Insurance will be taken by the Council and recharged accordingly to the tenant.
- The Tenant will be responsible for complying with all current and future statutory compliance testing relating to Fire, Gas, 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 Building and Contents Insurance, Public Liability and Employers Liability Insurance. The Tenant will set up, monitor and manage a web page for their Premises in order to provide good customer service. Customer feedback, including via social media platforms such as TripAdvisor will be discussed in regular performance meetings.
- 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 return all access cards, fobs and 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 provide and maintain an intruder and fire alarm service at The Premises and will be responsible for attending 'out of hours' alarm incidences. The Tenant will notify the Council of any alarm activations.

Restrictions on the Tenant

- No tobacco products are to be sold or consumed at the Premises.
- No alcohol is to be sold or consumed at the Premises, unless by written approval in advance by the Council and with an appropriate licence being in place.
- Except for the business operating at the Premises, no commercial advertising is permitted at the site. Unauthorised advertisements will be removed.
- The Tenant is to comply with all statutory requirements and in particular the regulations regarding Covid-19
- The use of single use plastics is not permitted.

Performance Meetings

The Tenant is to make available at least one senior member of staff to meet formally with the Council at a frequency to be determined. The standard agenda will include the following items: Key updates by the parties (including forthcoming events), business

performance (including financial trends and effects of weather), maintenance issues and compliance with statutory obligations, customer feedback, marketing, and any other business. The attending member(s) of staff should have day-to-day knowledge of the business' operation and decision-making responsibilities, including those with a financial implication.

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.

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 following the initial 10 year period

PLANNING

The property has an existing light industrial use, any other intended uses would require planning permission. Bidders should clearly state their use within the

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 (up to 500 words);

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

D. Proposed Timeline/Programme for opening; and

E. Environmental Impact and Climate Change Statement, Including proposed Plastics Policy.

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 (including any rent review proposal);**
- 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 6th October 2021.**

The bid must be submitted in an envelope with the official Tender Label adhered titled on the outside **“Former Train Shed, Hood Road, 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 (40% 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.

METHOD OF SALE

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) **Full repairing and Insuring lease** - Any lease would be granted on the basis that the ingoing Tenant would be responsible for all repairs, 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 purchaser 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.

It is a requirement that the **Preferred Bidder** enter into pre application discussions with the Local Planning Authority. Further advice on costs and the requirements for pre application advice can be found in the following link:

http://www.valeofglamorgan.gov.uk/en/living/planning_and_building_control/Planning/Planning-Applications/Advice-and-Guidance.aspx

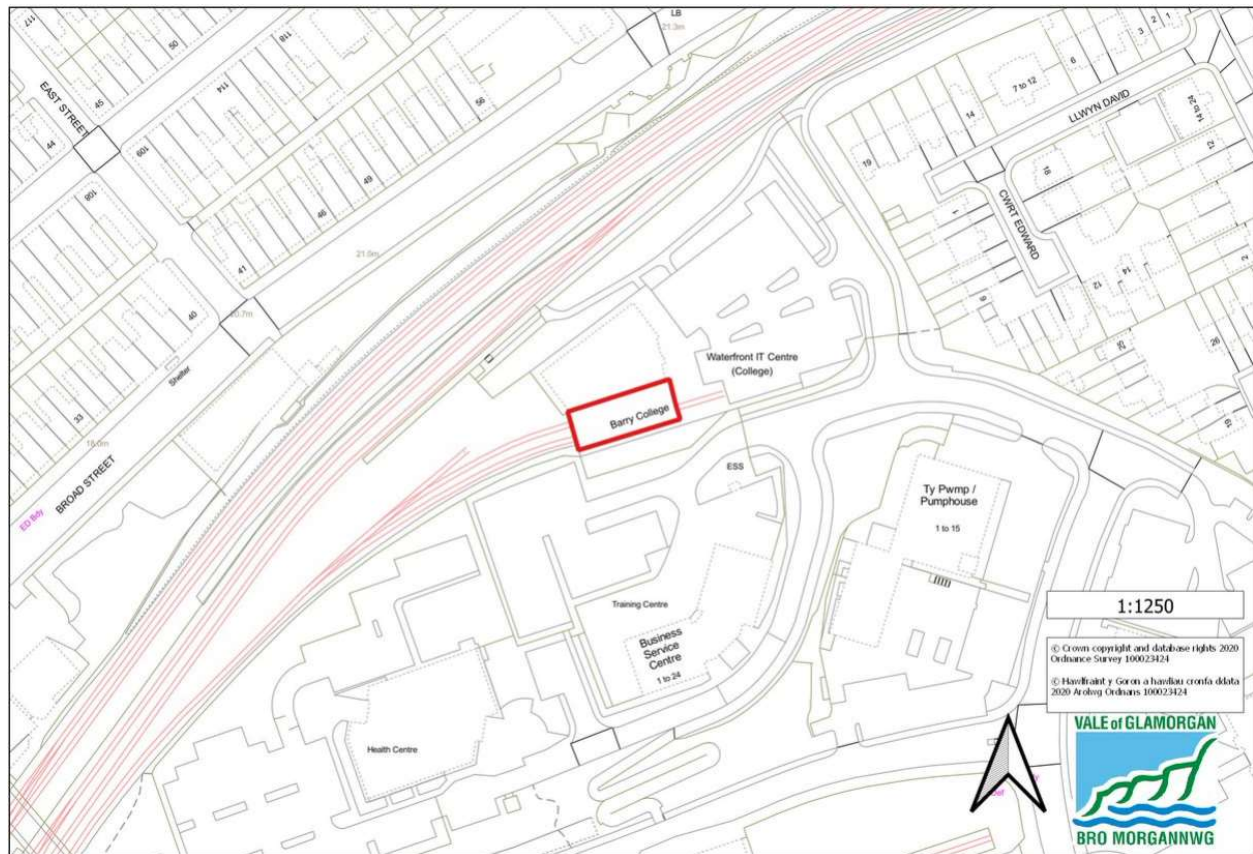
DISCLAIMER

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.

APPENDIX A: Indicative Boundary Plan



APPENDIX B: Works – all specifications to be agreed with Vale of Glamorgan Council with reference to various recognised standards, to include but not limited to:

- Making safe of Inspection Pit
- Removal of railway tracks/lines
- Adequate safety certificates for utilities
- Upgrading/repair of externals