

# LEASE OPPORTUNITY

**Café, Cosmeston Country Park  
Lavernock Road, Penarth, CF64 5UY**



**5 YEAR LEASE OPPORTUNITY**

**MARKETING BRIEF: GUIDE FOR BIDDERS**



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

## 1. INTRODUCTION

1.1. The Vale of Glamorgan Council (“the Council”) wishes to **invite bids** from parties who are interested in taking a 5-year lease of Cosmeston Cafe, Cosmeston County Park, Penarth (“the building” identified in **Appendix A**) for the purpose of providing a cafe.

1.2. The Council are offering a 5-year lease (with no automatic right to renew at the end of the lease), however the Council will consider extending the lease at the expiry date should the venture be successful and the Council at its absolute discretion sees the benefit in doing so but any such extension will be subject to Cabinet approval at the appropriate time. The Council are seeking bids from interested parties on this basis.

## 2. PURPOSE

2.1. The purpose of this Marketing Brief is to provide the following important background information to assist bidders prepare their bids for a 5-year lease of the building:

- **Building Context & Description;**
- **General Heads of Terms for the Lease;**
- **Title;**
- **Planning;**
- **Viewing;**
- **Bid Submission Material, Deadline & Address for Submitting Bids;**
- **Selection of Preferred Bidder & Weighted Scoring Criteria;**
- **Scoring**
- **Method of tender;**
- **Summary of Working Assumptions For Bidders;**
- **Separate Planning Process;**
- **Disclaimer;**
- **Misrepresentation Act;**
- **Appendix A: Indicative Boundary plan; and**
- **Appendix B: Project Zero**

2.2. This Marketing brief is produced for guidance only.

### 3. BUILDING CONTEXT & DESCRIPTION

The boundary of the Council owned Cafe included in this opportunity is indicatively identified **edged red** on the 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.

#### **Cosmeston Country Park**

Cosmeston Lakes Country Park encompasses over 100 hectares of diverse habitats, including land and water areas. Several sections are designated as a Site of Special Scientific Interest (SSSI).

The park has been thoughtfully designed to be accessible to visitors of all abilities. Its flat, even paths make it easy for everyone to explore and enjoy the natural beauty of the Vale of Glamorgan. As a result, many people return time and again.

Two former quarries have been transformed into the park's main lakes, covering approximately 12 hectares of open water.

To the north, two former landfill sites have been carefully landscaped into meadows and open grassland. The park's woodland, meadow, and wetland habitats are all managed with sensitivity to support biodiversity.

On the western side of the park lie the Dovecot Fields, divided by Sully Brook. Here, visitors can view the remains of a medieval dovecot, adding historical interest to the natural landscape.

In 2021, a new children's play area was completed, providing a vibrant and engaging space for younger visitors.

In 2024/25 there were approximately 290,000 visitors which doesn't include visitors arriving on public transport, bicycles, on foot or disability vehicles.

Periodically on water events are held on the eastern lake which have included Dragon Boat racing, paddle boarding and most recently an inflatable obstacle course.

The site has two other concessions on site, providing hot/cold drinks and snacks, which are located at the playground area. These outlets are prohibited from selling ice cream as this is exclusive to the café operator.

The Premises will be offered in its current “as seen” condition. The ingoing Tenant will be responsible for all costs associated with fitting out the premises (including but not limited to the cost of all statutory compliance checks and upgrades required prior to occupation).

Please contact the Council’s Estates Team to arrange inspection of the premises. Prospective Tenants are responsible for checking the accuracy of written information provided in the tender pack.

### **The Building**

The café was built as part of the visitor’s centre in the early 1990s. It is a single storey building with a pitched slate roof. It has entrances from the car park and the lakeside. There is electricity, water and drainage available. The accommodation consists of:

Kitchen  
Dining area  
Foyer  
Small room  
Toilets including disabled

The property has an EPC rating of B(47) and a copy of this is available on request.

## **4. GENERAL HEADS OF TERMS OF THE LEASE**

### **Term**

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

### **Rent**

The Council is seeking rental bids over £38,000 per annum.

### **Trading Times**

The Tenant can operate from the premises between 08:00 and 22:00 daily but as a minimum:

- Easter to end of September- 09:00 to 18:00
- Other times - 09:00 to 17:00.

### **Responsibilities and Undertakings of the Tenant**

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

### **Repairing and other obligations**

The property is to be let on a full repairing basis with the ingoing Tenant responsible for all repairs and maintenance of the property including the cleaning of the toilets which are to be cleaned to a standard approved by the Council.

The Tenant must comply with the Health & Safety at Work Act 1974 and Equality Act 2010.

The Tenant will be responsible for maintaining a pest control contract for the Premises.

The Tenant to be responsible for paying all outgoings associated with the leased premises including the utilities, Non-Domestic Rates etc.

The Tenant will be responsible for complying with all current and future statutory compliance testing relating to Fire, Electric, Water, gas safety etc.

Fire appliances are to be inspected annually, and appropriate records maintained by the Tenant and supplied to the Council on request.

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 Council will insure the building and recharge the premium.

The Tenant to ensure that at all times a least one member of staff at the site holds a recognised certificate in food hygiene.

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 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 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 is 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.

The Tenant will be responsible for the Council's surveyors' and legal fees.

## **Payment Dates**

Rent to be paid on the usual quarter days, in advance, exclusive of rates and VAT (if applicable).

## **Use**

The Tenant to sell a range of hot and cold beverages and food including hot meals, salads, sandwiches, ice-cream and cakes for consumption within the catering facility.

The Council is keen to promote high quality local, Welsh and seasonal produce including the sale of Fairtrade or equivalent and health eating products.

The Tenant will provide a takeaway service and an outdoor eating area. There is also the opportunity to provide a mobile service for selling ice cream, around the country park.

The Tenant to consider ways in which it can provide Community Benefits.

## **Restrictions on the Tenant**

No tobacco products are to be sold or consumed at the Premises.

Alcohol will be permitted to be sold and consumed at the Premises only, provided an appropriate on premises licence is in place prior to any sales of alcohol at the premises.

Except for the display of menu and opening times, no commercial advertising whatsoever 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 minimum rating of 4 is to be maintained.

Not to provide any live animals as prizes.

Not to launch any Chinese sky lanterns.

Ensure use of the facilities does not cause any disturbance elsewhere on the Site or to other Site users. No music or other external broadcasts are permitted unless by prior, written agreement with the Council.

## **Performance Meetings**

The Tenant is to make available at least one senior member of staff to meet formally with Council officers as required, but it is expected that this will take place at least annually.

The standard agenda will include the following items: Key updates by the parties (including forthcoming events), performance (including trends and effects of weather), maintenance issues and compliance with statutory obligations, customer/community feedback, marketing, and any other business.

The attending member(s) of staff should have day-to-day knowledge of the operation of the business 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 the Tenants 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.

## **No warranty**

The Council does not make or give any warranty in relation to the site or its suitability or fitness for the Licensee's intended use thereof.

## **Closing Date**

The closing date for all bids is noon on **15 December 2025**. We will notify all bidders of the outcome no later than 4 weeks after the closing date.

## **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 of the lease at the end of the 5-year lease.

## 5. TITLE

The Vale of Glamorgan Council owns the **freehold interest** in Cosmeston café and the Country Park.

## 6. PLANNING

The existing planning use is as a café under A3 Town and Country Planning (Use Classes) Order 1987. Any variations from this will require planning permission.

## 7. VIEWING

To view the property please contact

- [strategicpropertyonevale@valeofglamorgan.gov.uk](mailto:strategicpropertyonevale@valeofglamorgan.gov.uk) and allow at least 48 hours' notice for a response to your request. 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.

## 8. 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;
- C. Proposed Timeline/Programme for opening;
- D. Environmental Impact and Climate Change Statement;
- E. Sample menu;
- F. Evidence of Food Hygiene rating; and
- G. Business Plan

## 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 pay the rent proposed 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. **No bids to be expressed as a percentage figure of the bids of another party;**
- VII. The **Council is under no obligation** to accept the highest or any bid;
- VIII. **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 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 building's 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.
- 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 B** for information on the Council's Project Zero.

## E. Sample menu

Bidders will be required as part of their submission to submit a sample menu showcasing the quality and variety of the proposed food offering.

## F. Food Hygiene rating

Bidders will be required to provide evidence of a minimum food hygiene rating of 4.

## G. Business Plan

Bidders must submit a document describing the financial forecasts, level of investment, evidence of funding amongst other things.

## Deadline and Address for Submitting Bids

The strict deadline for submitting tender bids is **12 Noon on 15 December 2025**

The bid must be submitted in an envelope with the official Tender Label adhered, titled on the outside **"Café, Cosmeston Country Park"**. 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 or do not have the official tender label attached.**

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.

## 9. 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:

### Rent (40% weighting)

- a. **Rental offer proposed (40)** based on the “Rental Bid” submitted by the bidder; and

### Quality (60% weighting)

- a. **Statement of intent** based on the quality and variety of the food offering (**5**) and added value to visitors (**10**), outline of vision/proposal for the building’s use (**10**), marketing strategy (**10**) and staff policies (**10**).
- b. **Preliminary Programme/Timeline (10)**.
- c. **Environmental Impact and Climate Change Statement (10)** 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.
- d. **Sample Menu (15)**
- e. **Food Hygiene Rating** Any bidder that fails to provide evidence of the required rating will not be considered further and the tender submission is invalid.
- f. **Business plan (20)** based on how realistic the financial forecasts of operating costs and revenue are; level of investment into the business and ability to fund it.

## 10. SCORING

### Rent 40%

Rent assessment accounts for 40% of the evaluation.

The Bidder with the highest total sum for rent, 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 rent 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 six aspects: Statement of Intent, preliminary programme/timeline, environmental impact and climate change statement, sample menu and the business plan. The quality criteria will be evaluated based on the sub-criteria and weightings outlined in section 9 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	45%
b.	Preliminary Programme/Timeline	10%
c.	Environmental Impact and Climate Change Statement	10%
d.	Sample Menu	15%
e.	Food Hygiene Rating	Pass or fail
f.	Business Plan	20%

## Scoring Methodology

For questions a-d.

<b>Score</b>	<b>Response</b>
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.

## Scoring Methodology

For question f.

### **Robustness of the Business Plan**

This measure will consider the robustness of the financial information provided in the business plan response and the consistency and coherence with the other information provided as part of the solution submitted by the bidder.

The robustness of the business and plan will be scored out of 5 based on the scoring methodology below. A score of 5 will receive the maximum 20% available of the overall evaluation, a score of 4 will receive 16% of the available 20% available of the overall evaluation and so on. The robustness of the business plan evaluation will be a qualitative assessment of the following criteria:

- The completeness, quality and integrity of the financial information provided.
- The extent to which income and expenditure projections are consistent with commercial assumptions, and the value of supportive evidence where possible.
- The ability to fund proposed investment, through clear evidence of available funds such as a recent bank statement or a loan agreement in principle.

### **Scoring Methodology**

<b>Score</b>	<b>Response</b>
5	Exemplar Response – The financial modelling is very robust, there is strong evidence supporting firm cost projections, income forecasts and other assumptions, and there is extremely high level of consistency and coherency with the levels of service being proposed and the other components of the solution submitted by the participant. There is complete assurance as to the reliability and credibility of the cost projections, income forecasts and other assumptions.
4	Excellent Response – The financial modelling appears materially robust, the evidence indicates that cost projections, income forecasts and other assumptions are reasonable and there is no evidence of any material inconsistency or lack of coherence with the levels of service being proposed or any other components of the solution submitted by the participant. There are reasonable levels of assurance in support of the reliability and credibility of the cost projections, income forecasts and other assumptions which are not in doubt.
3	Good Response – Any concerns over the robustness of the financial modelling are no more than minor. Evidence indicates cost projections, income forecasts and other assumptions are on the whole reasonable and are largely consistent with the levels of service being proposed and all other components of the solution submitted by the participant. There is evidence of assurance to support the cost projections, income forecasts and other assumptions so that any doubt as to whether they are wholly reliable/credible is only minor.

2	Average Response – Information has been provided which supports the projections of the financial model but there remain some concerns over the robustness of the financial modelling. Evidence of some instances of inconsistency or lack of coherence between contributing elements of the financial projections and the other components of the solution submitted by the participant which indicates a risk that cost projections, income forecasts and other assumptions are not wholly reliable/credible. There are gaps in the level of assurance provided in support of the reliability/credibility of the financial model.
1	Poor Response – There is insufficient information against which the robustness of the financial model or the reasonableness of income and cost projections can be properly assessed. Evidence of number of instances of inconsistency or lack of coherence between contributing elements of the financial projections and the other components of the solution submitted by the participant indicates a material risk that the cost projections, income forecasts and/or other assumptions are not reliable/credible. Little or no assurance provided in support of the credibility/reliability of the financial model.
0	Very poor / Unacceptable / No Response – There is little or no information against which the robustness of the financial modelling or the reasonableness of cost and income projections can be ascertained. Evidence of high levels of inconsistency and lack of coherence between contributing elements of the financial projections and the other components of the solution submitted by the participant which indicates a very high risk that the financial projections are unreliable.

## 11. METHOD OF TENDER

The 5-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.

## 12. SUMMARY OF WORKING ASSUMPTIONS FOR BIDDERS

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) for change of use/building work etc;
- b) **Full repairing 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 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.

## 13. 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.

## 14. 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.

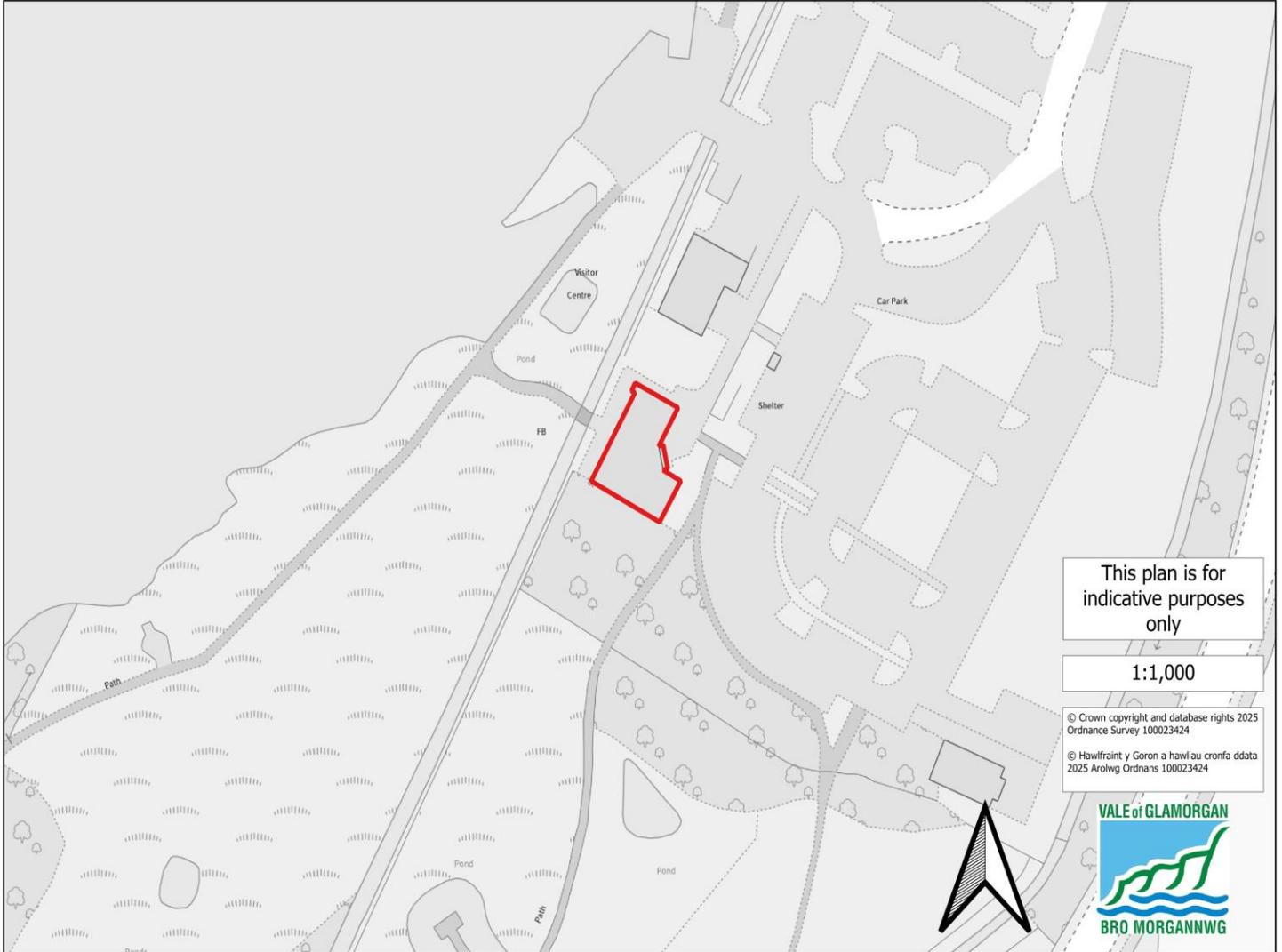
## 15. MISREPRESENTATION ACT

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: INDICATIVE BOUNDARY PLAN



This plan is for  
indicative purposes  
only

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## APPENDIX B: 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](#)

