



Cardiff Market

5-7 St MARY Street, Cardiff CF10 1AU

Stall to Let 39



Cardiff Council invites application/business plans from individuals wishing to lease a stall in Cardiff Market.

This document is available in Welsh

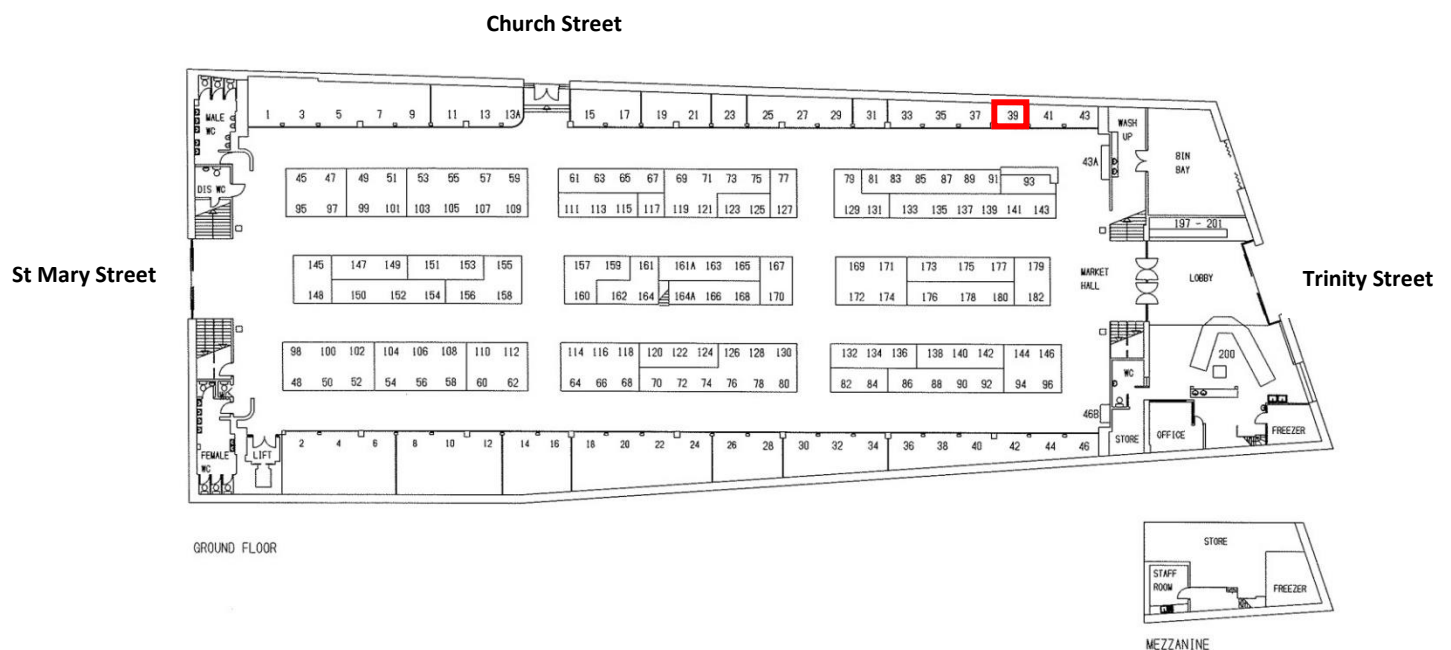




Location

The historic Central Market is situated between St. Mary Street and Trinity Street. It is adjacent to Howells (House of Fraser) Department Store in the heart of the city. The St. David's Shopping Centres and St. David's Hall are nearby and the city's famous Victorian arcades such as Queens Arcade and Castle Arcade are within easy walking distance.

The stall currently available is on the ground floor with its specific location shown edged in red for identification purposes on the plan below.





Stall Availability / Rent / Service Charge

Stall 39

Floor Area = 44.13 sq. ft.
Rent per sq. ft. = £21.00
Service Charge per sq. ft. = £19.26
Annual Rent = £926.73
Annual Service Charge = £849.94
Annual Total = £1,776.67

Stalls combined

Total floor area 44.13 sq. ft.
Annual Rent = £926.73
Annual Service Charge = £849.94
Annual Total £1,776.67 (Monthly Payment of £148.06)





Proposed Letting Terms

The tenant shall, at all times, conform to the Rules, Regulations and Byelaws in force in respect of the Market. The Council is keen to promote the Market as a starting point for new businesses.

1. Term:

A standard lease until April 2022 (from a date to be agreed) is offered. Under the lease the tenant would have the option to assign the business or ask Cardiff Council to identify a new tenant. The stalls would remain the liability of the current tenant until a date is agreed for the new tenant to take possession.

2. User:

The tenant shall not undertake at the stall any wholesale business or use the stall to sell goods by auction. The Council seeks to encourage variety of offer on the stalls and your proposed use should therefore not duplicate an existing use but should be compatible with the existing stalls. Please provide full details with your submission.

3. Rent:

The initial rent will be as set out in the stall availability schedule and is payable monthly in arrears by direct debit. The rent will be fixed until April 2022, at which point a rent review will be undertaken and new rent figure may come into effect.

4. Repairs:

The tenant will be responsible for maintaining the interior of the stall including electrical apparatus, wiring and plumbing. Tenants should ensure that the aforementioned in good repair and condition and that certificates are made available to the Landlord. Annual Portable Appliance Testing (PAT) is required and all certificates must be supplied to the Landlord.

5. Insurance:

The tenant will be responsible for insuring the contents of the stall and shall not do or allow to be done in the stall anything which could prejudice or vitiate the Council's insurance of the Market.

6. Indemnity:

The tenant shall indemnify the Council against all actions, claims, costs, damages, charges or proceedings arising out of or in connection with the tenant's use of the premises, and shall effect and maintain a policy in the minimum sum insured of five million pounds or such other sum as may from time to time be stipulated by the Council's Insurance Section, to provide such indemnity.

7. Service Charge:

The tenant shall pay to the Council a service charge rent all sums incurred by the Council in operating, running, maintaining and repairing the Central Market. The service charge is payable monthly in arrears by direct debit. Service charges are reviewed annually.





8. Outgoings:

The tenant will be directly liable to the tenant's chosen providers for all charges for electricity, telephone and any other utilities serving the stall. All water is metered and stalls with a water supply in the stall are fitted with sub-meters. The water and sewerage charges will be recharged either by invoice and/or via the service charges. If you require water installing, please ensure you inform us asap.

Since 11th January 2011 the tenant is directly liable for business rates levied on the stall. In addition, the tenant will be liable pro rata via the service charge for rates levied on common areas and facilities within the Market.

9. Alterations:

The tenant shall take the stall in its current condition and at his/her own expense shall fit out the stall with such counter, furniture and fittings as may be necessary for the business of the tenant but otherwise shall not without the prior consent in writing of the Council make any alteration whatsoever to the stall. The stalls are currently a basic shell with no water or gas supply.

10. Fitness:

No warranty is given by the Council as to the fitness of the stalls for the prospective tenant's proposed use. Prospective tenants must satisfy themselves by inspection or otherwise as to the suitability or fitness of the stalls for their intended use. The stalls were previously used for a Tool business and are a basic shell with no gas supply or water.

11. Trading

The tenant shall trade only during the hours permitted by the Cardiff hours: Market Byelaws from time to time excluding any times where the market may be closed due to circumstances beyond the Council's control including, without prejudice to the generality of the foregoing, major works of repair, maintenance or improvement and industrial action. The Trading Hours are currently from 08.00 to 17.30 Monday to Saturday inclusive.

12. Nuisance:

The tenant shall not do, or permit to be done, on the stall anything which in the opinion of the Council may interfere with or be a nuisance or annoyance to the Council, the tenants of other stalls or members of the public. The stall may not be used for any illegal or immoral purpose.

13. Alienation:

The tenant shall not underlet, charge, part with or share possession of the stall or any part thereof. The tenant shall not assign the stall without the prior written consent of the Council which shall not be unreasonably withheld provided that the Council may withhold consent if:

- a. any amount due from the tenant is unpaid or
- b. in the Council's reasonable opinion, the assignee is unlikely to be able to perform the tenant obligations under the lease; or,
- c. the assignee would have an interest in more than 1,400 sq ft in the market
- d. the Council does not support the new user clause
- e. financial checks on proposed new tenant are unsatisfactory





14. Break Option

The tenant will have the option to end the lease based on the Council finding a new tenant to occupy the stalls before current tenant vacates.

15. Other:

The lease shall contain such other terms and condition as the County Solicitor may, at his sole discretion, consider appropriate for the protection of the Council's interests and those of its citizens.

16. Costs:

The tenant will be responsible for reimbursement of the Council's reasonable surveyors' and proper legal costs incurred in this transaction (subject to combined minimum of £585).

17. Social Media

All tenants must have social media accounts to promote their individual businesses and Cardiff Market. Tenants commit to not posting negative comments regarding the market on social media pages.



Viewings

The stall can be viewed externally during normal Market hours

To access the stall you will need to contact the Market Manager, Louise Thomas, to make suitable arrangements. Tel. 029 2087 2002 / Email: louise.thomas@Cardiff.gov.uk

Market Office (6am to 12noon), Cardiff Central Market, 5-7 St. Mary Street, Cardiff, CF10 1AU
Tel. No. 029 20871214

Timescales

During the marketing period interested parties can contact the following officers for more information/informal discussions. Written expressions of interest along with **specific details** of your proposed use and **detailed business plan** are to be submitted by **31st May 2020**

The submissions, should be returned to:

Louise Thomas

Market Manager

Strategic Estates Division, CY1 County Hall, Atlantic Wharf, Cardiff CF10 4UW

Tel: 029 2087 2002

Email: louise.thomas@cardiff.gov.uk

Following the closing date on **31st May 2020** the Council will evaluate the submission/s and subsequently contact interested parties with a view to taking the matter forward. A shortlist of applicants will be invited for interview. Summary details can also be found on the Strategic Estates Website

www.cardiffcouncilproperty.com

Disclaimer:

- 1. The information above and contained within this document is given as a general outline only for the guidance of interested parties and does not constitute part of an offer or contract.*
- 2. All descriptions, dimensions, plans, reference to condition and necessary permissions for use and occupation and other details are given without responsibility and any interested parties should not rely on them as statements or representations of fact, but must satisfy themselves by inspection or otherwise as to the correctness of each of them.*
- 3. No person in the employment of Cardiff Council has authority to make or give any representations or warranty whatsoever in relation to this property or land.*
- 4. The Council reserves the right not to accept any bid / offer / business plan received.*





Background Information

Name:	
Address:	
Email:	
Tel:	
Current Employment:	
Previous Retail Experience:	
Bank Details: <i>Please provide details as we may request a financial reference</i>	Bank Name: Account Number: Sort Code: Account Type:
Identification: <i>Please indicate what 2 forms of identification you have submitted, which must include your home address.</i>	ID Type 1: ID Type 2:
Proposed Trading Name:	
Full details of proposed use including product lines:	





Please enclose any other supporting information you wish to be included:

Signed:

Date:

Applications should be supported by a Business Plan, including financial history and/or 3-year financial projections.

