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FISHING LICENCE

**Cardiff County Council
Parc Coed-y-Nant,
Pentwyn, Cardiff**

PARTICULARS



OFFERS BY TENDER

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



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Location

The lake is situated behind the Pentwyn Leisure Centre, Bryn Celyn Road within the public open space – Parc Coed-y-Nant, Pentwyn, Cardiff and shown for identification purposes on the accompanying plan.

Description

Parc Coed-y-Nant fishing lake (area c.4,745 sq. m.) was constructed as an ornamental lake in 1975 as part of the former Pentwyn Park Improvement proposals.

The lake is triangular shaped formed by a timber dam across the tributary from the Nant Glandulais Stream course. The deepest section is approximately 1.2 metres close to the dam. Although shallow, the water supply is constant and fairly well oxygenated due to the constant flow and the presence of oxygenating pond weeds within the lake.

The lake was originally provided with a butyl liner but this has since been perforated in a number of sections as a result of past de-silting operations. Despite this, the clay substratum is fairly impervious and the lake levels remain constant. The main stream course has a weir constructed to facilitate a constant flow.

In the past, the lake has been let to local clubs including Pentwyn Fishing Club but this Club which ceased to function in 2005. Despite this there is a good stock of resident fish with carp being one of the predominant species. The lake is popular with local anglers from Pentwyn and Llanedeyrn due to its convenient location.

Pentwyn Lake is located within a public park as such it is a multiuse space which provides a facility used by all for a variety of recreational past times such as dog walking, enjoying wildlife and picnics. No one use takes priority over another.

All users of the park will be respected by fishermen at all times.



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Biodiversity

The lake contains a healthy population of emergent and aquatic plant species. These are essential for ensuring clean oxygenated water at the correct temperature and to encourage the necessary invertebrates as a food source for the fish to feed on. They also act as cover for smaller fish to escape predators such as cormorant and pike. Weed is also used by fish and amphibians to lay their eggs on so is an important part of the sites ecosystem.

However it is accepted that some weed clearance may be desirable from time to time to prevent snagging of lines and to maintain open water by fishing pegs. Any such management must be undertaken with consultation and with the consent from Cardiff Council Parks Department. Any such work shall only take place at the appropriate time of year to minimise the impact to the ecosystem and its biodiversity. Ensuring that the statutory obligations for Biodiversity are adhered to. This work will only be permitted outside of fish and amphibian breeding and bird nesting seasons.

The Nant Glandulais provides an important wildlife corridor within Parc Coed-y-nant and forms part of a SINC (Site Important for Nature Conservation). This corridor links Parc Coed-y-nant to wider habitats and the River Rumney corridor. The Pentwyn Lake is part of this important corridor for biodiversity. This corridor is regularly used by birds and bat species, as well as the trees and shrubs along its length providing shelter and a potential route for otter and dormice to link with the adjacent habitat. The lake area is regularly used by nesting birds including water fowl such as swans, coot and ducks. All nests must be protected from disturbance during nesting season.

An area has been set aside as conservation areas to protect the sites biodiversity and No fishing will be permitted in this area. The club will be required to enforce this as part of the licence conditions.

Similarly there will be a closed season during nesting and spawning season to protect the sites biodiversity. No fishing will be permitted during this time. The closed season will run from 1st March to 30th April each year.

Community Involvement

The site is important to the local community within the Pentwyn and Llanedeyrn area and Cardiff Council welcomes offers from clubs that can clearly demonstrate their commitment to, involvement and inclusion of the local community in looking after the local environment.



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Management

The main problems in this area have been litter and ensuring that the lake is deep enough for fishing. The main water supply is fed through a small de-silting pond which prevents the build-up of silt in the main body of water. This is cleared from time to time as required and this would be the responsibility of the Council.

The trash screen at the inlet to the lake from the stream. This would be the responsibility of the licensee to maintain and keep clear of debris.

A further problem is the depth of the lake and overstocking which in the past has put pressure on the fish population during warm periods. It is essential to keep a balance in the fish population and discourage excessive ground baiting leading to pollution and reduction in dissolved oxygen in the water body.

Without prior written consent from Cardiff Council Parks Department:

No stocking of the lake with fish shall take place,

No management of the silt shall take place

No management/removal of pond weed shall take place

No construction or modification of fishing platforms or structures shall take place

Timing of any such work must comply with all current statutory legislation protecting wildlife and habitats.

Contact: Parks Services 02922 330235

Licence

Cardiff County Council proposes to grant a fishing licence on the lake, subject to the following Main Heads of Terms: -



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1 Licence Area

The Licence area is inductively shown edged red on the attached plan and the fishing rights shall extend over the waters of the lake with the exclusion of the conservation area. It shall be specifically understood that fishing will only be permitted from the banks of the lake.

2 User

The area which is the subject of the Licence is to be used by the licensee for the purposes of fishing only, no other use shall be permitted whatsoever. The Licensee and authorised members of the public shall have the right to fish, but not carry away fish caught and landed from the waters.

The use of boats is to be specifically prohibited except in the case of maintenance authorised by Cardiff Council.

Notwithstanding the above, the Council reserves the rights to utilise the lake for its own use or to grant rights to other complimentary users, except that no licence will be granted in respect of any other fishing rights.

3 Licence Fee

Licence fee to be payable yearly in advance, with the first pro rata payment due on the date the licence commences.

4 Licence

The proposed Licence will be personal to the Licensee and shall not be assigned or sublet to any other parties.

5 Term

The proposed Licence shall be 3 years from commence of the Licence Term, as agreed between parties, subject to an initial 1 year probation period during which either party may end the Licence subject to 1 months written notice.

Three months prior to the expiry of the Licence: The Licence Holder will demonstrate how their commitment to Community involvement, and education was achieved.



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6 Banks

The Licensee shall in the exercise of the fishing rights, minimise and do as little damage as is possible to the lake banks, and shall make good at its own expense and to the satisfaction of the Council, any damage done.

7 Fishing

The Licensee shall fish the lake in a sportsmanlike manner by rod and line, fishing at the proper seasons of the year only.

- Day tickets issued must be available to non-members with concessions for juniors and OAP's. The fee level to be agreed with appropriate Council Officers.
- All members over the age of 16 are to possess an Environment Agency rod licence. Day tickets must only be issued on production of a valid rod licence (except for juniors under 16 years of age).
- All children should be under supervision by a parent or responsible adult while fishing at the lake.
- Club Bailiffs and relevant club members will be required to undertake enhanced DBS checks.
- Fishing will be only by rod and line within the open fishing season.
- Anglers will be restricted to two rods per person.
- The licensee will operate a closed season each year from 1st March until 30th April each year.
- The licensee will restrict or prevent the use of ground bait to control pollution of the water if so required.
- In consultation with the Council, the licensee will restrict the number of anglers at any one time fishing the lake.
- The club will foster links with the local community and will organise and provide at least one 'taster day' per season to introduce and encourage children from the local area into the sport.
- Night fishing - no more than 5 club members shall be permitted at any one time.
- Additional fishing pegs or alterations to existing stations may only be undertaken with the approval of the Council.



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8 Nuisance

The Licensee shall not cause any nuisance or annoyance to the County Council, or to the owners, occupiers or tenants of any adjoining land or buildings, whether or not in the ownership of Cardiff County Council.

9 Signs

Any proposed signage e.g. prohibiting unauthorised fishing, can only be erected with the Council's prior consent and must be in both English and Welsh.

10 Monitoring of Fishing

The Licensee shall undertake to patrol by bailiff, Steward or Gillie the area which is the subject to these fishing rights to ensure that:-

- (i) Sportsmanlike fishing is being observed.
- (ii) No undue damage is being caused to lake banks or waters.
- (iii) All unused / disused bait, tackle & litter are properly disposed of.
- (iv) Unauthorised fishing on the lake is kept to a minimum.
- (v) The 'no fishing' zone is observed.
- (vi) The closed season is observed

11 Proper Use

The licensee must aim to eliminate any unnecessary damage and danger to birds and other animals using the lake and will indemnify the County Council accordingly. No lead or shot weights may be used whatsoever.

12 Indemnity

The licensee must ensure that the public paths around the Lake are not obstructed and that pedestrians retain unrestricted and safe access at all times. The licensee must ensure public safety at all times and take reasonable steps to obviate nuisance or annoyance. The Licensee shall Indemnify the County Council against all and any third party risks, claims, losses, suits etc. arising as a result of the grant of the fishing rights and shall effect insurance cover accordingly, to the satisfaction of the Council.



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13 Litter Bins

The licensee must ensure the site and surrounding area is kept as litter free as possible and undertake regular litter picks. The Council has provided litter bins near the lake and will require the licensee to empty these and replace the liners. The Licensee can deposit any bagged waste from these at the nearby Parks Maintenance Depot attached to the Leisure Centre. The licensee will need to demonstrate their method of communicating the responsibilities to anglers regarding leaving their area clean and tidy after their use and the importance of disposing of litter including discarded line and other fishing paraphernalia correctly.

14 Determination of Agreement

The Council / Licensee shall be entitled to determine the agreement upon giving of 28 days notice in writing.

15 Renewal of Licence

The Council does not undertake to repeat the licence for another period. The Licence will be outside of the provisions of the Landlord & Tenant Act 1954.

16 Method of Disposal

The grant of a Licence as outlined above shall be by private offer and all prospective licensees are invited to submit a Sealed Offer on the enclosed form and envelope. All offers are to reach Cardiff County Council by **Friday 8th March 2019**.

17 Other Information

Each Offeror must supply the Council with information on the structure, management, public liability insurance and financial standing of the Club, along with details of the current membership numbers and the relevant rules and regulations.

18 Car Parking

No car parking will be permitted within Parc Coed-y-Nant or its adjoining roads. Parking is available at Pentwyn Leisure Centre.



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CONDITIONS OF OFFER

- | | |
|---|--|
| 1 | Offers will not be considered unless enclosed in the official envelope provided, endorsed "Offer – for Fishing Licence, Parc Coed-y-Nant, Pentwyn, Cardiff". Shall not bear the name or any mark indicating the identity of the Offeror, the envelope shall be returned to the Strategic Estates Manager, Cardiff County Council, County Hall, CF10 4UW, to be received no later than Friday 8th March 2019. |
| 2 | The licensee to take the lake in its existing state, order and condition in all aspects, no representation or warranty is given. |
| 3 | All persons view the lake entirely at their own risk and Cardiff County Council will accept no liability for loss, damage or injury howsoever caused. |
| 4 | Cardiff County Council does not bind itself to accept the highest or any offer. The acceptance of any offer will be subject to contract. The existence of any binding agreement is expressly denied until a contract has been exchanged. |
| 5 | The successful Offeror shall make a contribution of £550 towards the County Council's surveyors and legal costs associated with the transaction. |

All prospective Offerors must satisfy themselves as to the accuracy of the Particulars by inspection or otherwise. All site requirements, plans, descriptions, measurements or other information is given on the basis that neither the County Council nor any officer or agent of theirs is legally responsible for any inaccuracies, error or omissions and no warranty of accuracy is given or implied in respect of these particulars or any subsequent oral advice.



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MISREPRESENTATION ACT

The vendor of the land offered for disposal, gives notice that:

1	All statements contained in these particulars as to the land are made without responsibility on the part of the vendor.
2	None of the statements contained in these particulars are to be relied upon as statements of representations of fact.
3	Any intending licensee must satisfy himself/herself by inspection or otherwise as to the correctness of each statement contained in these particulars.
4	Cardiff County Council does not make or give, nor do any persons in its employment have any authority to make or give any representations or warranty in relation to the land.

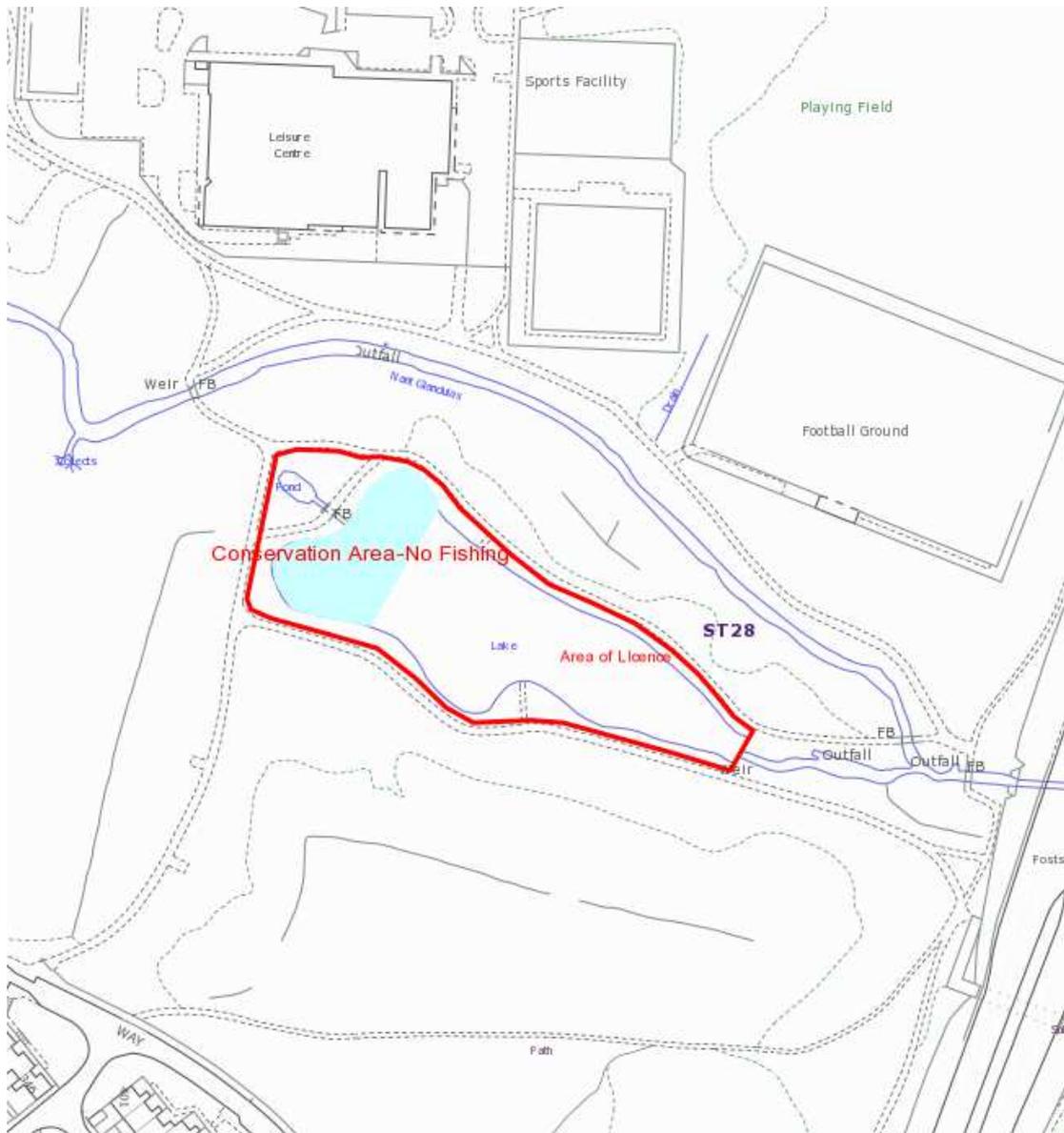
These Particulars do not contribute or constitute any part of an offer or contract.



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Map : identifying the area of licence, and the conservation area (no fishing area shown in pale blue). Note: this is an indicative map and is not to scale.





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FORM OF OFFER

FISHING LICENCE AT PARC COED-Y-NANT, PENTWYN, CARDIFF

I/We.....(Offerors name to be entered)

have read the Conditions of Offer attached and hereby offer, subject to contract, the annual sum of £.....(pounds)

I/We understand that I/we are submitting this offer at my/our own expense and that the Council is not bound to accept any offer.

I/We declare that I/we are not party to any scheme or agreement under which:

I/We inform any other person the amount of this offer; and/or

I/We have fixed the amount of any offer in accordance with a price fixing arrangement.

I/We accept that the Council is entitled to cancel the contract and to recover from me/us the amount of any loss resulting from such cancellation if it is discovered that there has been corrupt or fraudulent act or omission by which in any way induced the Council to enter in to the contract.

I/We agree that if, before acceptance of this offer, and doubt exists as to the amount of this offer I/we will be afforded the opportunity of clarifying the amount of the offer or withdrawing the offer.

I/We agree that the insertion of any qualifications to this offer or any unauthorised alterations to any of the particulars will not affect the original text but will cause the offer to be liable to rejection.

I/We agree that this offer will remain open for acceptance by the Council and will not be withdrawn by me/us for a period of 28 days from the last date fixed for the receipt of offers or any notified extension thereof.

I/We certify that this is a bona fide offer.



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Offerors name

Address

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Telephone

Facsimile

Signature

Date

Witness Signature

Witness Name

**Details of proposals to support application
(continue overleaf or on separate sheet if necessary)**

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