

DECISION NOTICE OF AN INDIVIDUAL MEMBER OF GWYNEDD COUNCIL CABINET

DATE OF DECISION	05/12/2025
DATE DECISION PUBLISHED	06/01/2026
DATE DECISION WILL COME INTO FORCE and implemented, unless the decision is called in, in accordance with section 7.25.1 of the Gwynedd Council Constitution	13/01/2026

NAME AND TITLE OF THE CABINET MEMBER:

Councillor Craig ab Iago (Cabinet Member for Environment)

SUBJECT

Grant a lease for Unit 16A, Cibyn Industrial Estate, Caernarfon

DECISION

To authorise Antur Waunfawr to use Unit 16A on the Cibyn industrial estate on a short-term lease, on peppercorn rent terms and conditions.

REASON WHY THE DECISION IS NEEDED

Please see attached Officer Report.

DECLARATIONS OF PERSONAL INTEREST AND ANY RELEVANT DISPENSATIONS APPROVED BY THE COUNCIL'S STANDARDS COMMITTEE

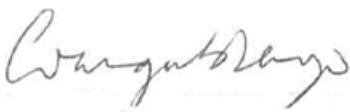
None.

ANY CONSULTATIONS UNDERTAKEN PRIOR TO MAKING THE DECISION

Consultation with
Cyngor Gwynedd Statutory Officers.

The results of the consultations are reported upon in the attached report.

**DECISION NOTICE OF AN INDIVIDUAL MEMBER OF CYNGOR GWYNEDD
CABINET – OFFICER'S REPORT**

Name and title of Cabinet Member(s):	Councillor Craig ab Iago
Name and title of the Report's Author:	Roland Thomas (Assistant Head, Environment Department)
Date of Decision:	05.12.25
Cabinet Member/s Signature:	

Subject:

Grant a lease for Unit 16A, Cibyn Industrial Estate, Caernarfon

Recommendation for the Decision:

To authorise Antur Waunfawr to use Unit 16A on the Cibyn industrial estate on a short-term lease, on peppercorn rent terms and conditions.

The reason for the need for a Decision:

To enable the granting of a lease to a temporary new tenant to safeguard more operational space in the Caergylchu building.

Rationale and justification for reaching the Decision:

After transferring the Waste and Recycling Services to the Environment Department, it was agreed with the Housing and Property Department to ensure ownership of the 16A unit (former AVW site) and the associated car park. The purpose of this is to allow the Environment Department to develop the Caergylchu site as a new processing facility.

Antur Waunfawr has been a key partner in the development of Caergylchu since its establishment in 2005, where they carry out paper-shredding activities. There has been no formal agreement between Cyngor Gwynedd and Antur Waunfawr regarding the building's use.

The Council is currently collaborating with Local Partnerships and WRAP Cymru to develop ideas, designs and a business plan for the Welsh Government for the site, including the former AVW site. This work is in its early stages and preparing a

detailed business plan and designs will take time before transferring the site to contractors.

Caergylchu is a plastics and cans processing site, separating plastics, metals and aluminium before bailing them for sale. Paper and cardboard are also bailed here before being sent on for sale. The main machines, which have been in place since 2007, are now getting old and maintenance costs are high. The new EPR funding will be used to restore the equipment to reduce costs, improve product quality and comply with sampling regulations.

The lack of space in Caergylchu has been a significance obstacle to adapt and move machines, partly because Antur Waunfawr's shredding equipment occupy part of the building. This situation has been complicated further by adding new machinery over time, and this is clear in comparison with sites that have been upgraded. Moving the shredding equipment would significantly improve health and safety procedures, and also release essential space to develop the plastics processing line. In addition, this change would benefit Antur Waunfawr in the short term as they have not managed to secure another suitable location thus far. It would also release two additional offices for the Council and there would be no need to hire the portacabin, which is currently used as a temporary office.

The Council is eager to continue to collaborate with Antur Waunfawr. Although the space in Caergylchu is currently needed, the Council is committed to ensure that it is possible for Antur Waunfawr to move out appropriately. As a temporary solution, a place is offered to them in the AVW building, subject to a formal agreement. Not much upgrading work is required, except for work to clear the building, remove the former office and electrical work. The Council will arrange for Antur Waunfawr to hire an office and well-being facilities, but they will be responsible for these costs.

Considering the working relationship between the Council and Antur Waunfawr, the charitable status of Antur Waunfawr, and that this is only a temporary arrangement, it is deemed that a peppercorn rent is appropriate.

Record of any interest declared by any Cabinet Member consulted and any dispensation by the Standards Committee:

None.

Any consultations undertaken prior to making the Decision:

None.

Chief Finance Officer –

The decision sought is a sensible and pragmatic solution to the current situation. I note that this is a temporary arrangement therefore I expect that this will be under regular review as development work progresses.

Monitoring Officer –

The officer report highlights a series of specific circumstances at play here which are linked to a contractual arrangement with Antur Waunfawr. The lease is intended to be for a maximum term of 5 years representing a short tenancy for the purposes of Section 123 of the Local Government Act 1972. This decision, due to its specific circumstances reflects a commercial situation with the prospective tenant that is being appropriately responded to.

Local Member/s:

PEN TELERAU / HEADS OF TERMS

DRAFFT Prydles newydd – Uned A16, Cibyn

DRAFT New Lease – Unit A16, Cibyn

Heb Ragfarn ac Amodol i Gontact / Without Prejudice and Subject to Contract

Dyddiad / Date: 26/11/2025	Cyf/Ref: Eiddo/LIM/0134
Landlord	Cyngor Gwynedd, Pencadlys, Stryd y Jel, Caernarfon, Gwynedd, LL55 1SH. Cyswllt / Contact: Lleucu Myrddin E-bost / E-mail: lleucumyrddin@gwynedd.llyw.cymru Ffôn / Phone number: 01286 679 063
Tenant	Antur Waunfawr (Rhif elusen/ charity no.: 515445) Cyswllt / Contact: Gwenlli Wynne Ffôn / Phone: 07485396672 E-bost / E-mail: Gwenlli.Wynne@anturwaunfawr.cymru
Cyfreithiwr y Landlord <i>Landlord's Solicitor</i>	Adain Gyfreithiol Cyngor Gwynedd o Swyddfeydd Y Cyngor, Stryd Y Jel, Caernarfon, Gwynedd, LL55 1SH. Swyddog i'w gadarnhau. <i>Cyngor Gwynedd's Legal Wing of Swyddfeydd Y Cyngor, Stryd Y Jel, Caernarfon, Gwynedd, LL55 1SH. Oficer to be confirmed.</i>
Cyfreithiwr y Tenant <i>Tenant's Solicitor</i>	I'w gadarnhau gan y Tenant / To be confirmed by the Tenant
Eiddo <i>Property</i>	Yr eiddo a adnabyddir fel uned A16 ar Stad Ddiwydiannol Cibyn, Caernarfon, a amlinellir yn goch ar y cynllun sydd ynghlwm. <i>The property known as Unit A16 on Cibyn Industrial Estates, Caernarfon, outlined in red on the attached plan.</i>
Defnydd a Ganiateir <i>Permitted Use</i>	Canolfan llarpio papur a defnyddiau ategol iddi. <i>Paper shredding centre and ancillary uses there-to.</i>
Costau Cyfreithiol <i>Legal Fees</i>	Y tenant i gyfrannu hyd at £1,030 at gostau cyfreithiol y Landlord, yn ddibynnol ar gymhlethdod yr achos. <i>The Tenant to contribute up to £1,030 for the Landlord's legal fees, depending on the complexity of the case.</i>
Tymor <i>Term</i>	5 mlynedd o ddyddiad i'w gytuno. Bydd y brydles wedi ei heithrio o ddarpariaeth adrannau 24-28 o Ddeddf Landlord a Thenant 1954. <i>5 years from a date to be confirmed. The lease will be exempt from the provision of sections 24-28 of the Landlord and Tenant Act 1954.</i>

Rhent <i>Rent</i>	£1 y flwyddyn. <i>£1 per year.</i>
Gwasanaethau <i>Services</i>	Y Tenant fydd yn gyfrifol am unrhyw gostau gwasanaethau drwy gydol cyfnod y Brydles, gan gynnwys taliadau sefydlog, a rhaid iddynt gydymffurfio â gofynion a rheoliadau cyfreithlon y cyflenwyr priodol. <i>The Tenant shall be responsible for all service charges throughout the term of the Lease, including any standing charges, and must comply with the lawful requirements and regulations of the respective suppliers.</i>
Cynnal a Chadw <i>Repair and Maintenance</i>	Rhaid i'r Tenant gadw'r Eiddo mewn cyflwr da yn fewnol ac yn allanol, gan gynnwys cadw'r eiddo yn lan, taclus ac yn glir o ysbwriel drwy gydol cyfnod y brydles. <i>The Tenant must repair the interior and exterior of all of the Premises and keep them in good condition, to include keeping the premises clean and tidy and clear of all rubbish throughout the term of the lease.</i>
Addasiadau <i>Alterations</i>	Bydd hi'n ofynnol i unrhyw waith a fwriedir ar gyfer yr Eiddo gael ei awdurdodi yn ysgrifenedig gan y Landlord yn y lle cyntaf (na fydd yn cael ei atal na'i oedi yn afresymol). Cyfrifoldeb y Tenant fydd cydymffurfio ac unrhyw reoliadau statudol perthnasol gan gynnwys Rheolaeth Adeiladu a gofynion cynllunio. Ar ddiwedd y Tymor, ar gais y Landlord, bydd rhaid i'r Tenant gael gwared ar unrhyw newidiadau a wnaed i'r Eiddo a rhaid iddo wneud iawn am unrhyw ran neu rannau o'r Eiddo a allai gael ei ddifrodi drwy eu symud. <i>Any work intended for the Property must be authorised in writing by the Landlord in the first instance (which will not be unreasonably withheld or delayed).</i> <i>It will be the Tenant's responsibility to comply with any relevant statutory regulations including Building Control and planning requirements.</i> <i>At the end of the Term, if so requested by the Landlord, the Tenant must remove any alterations made to the Premises and must make good any part or parts of the Premises that may be damaged by their removal.</i>
Gofynion Statudol <i>Statutory obligations</i>	Rhaid i'r Tenant gydymffurfio â gofynion unrhyw statudau, ac unrhyw rwymedigaethau eraill a osodir gan y gyfraith neu is-ddeddfau, sy'n berthnasol i'r Eiddo neu'r defnydd ohono. <i>The Tenant must comply with the requirements of any statutes, and any other obligations imposed by law or by any byelaws, applicable to the Premises or its use.</i>
Is-osod <i>Subletting</i>	Ni caiff y Tenant yr hawl i is-osod yr Eiddo nac unrhyw ran ohono yn ystod tymor y Brydles. <i>The Tenant may not sub-let the Property or any part of it during the term of the Lease.</i>

Indemniad <i>Indemnity</i>	Bydd y Tenant yn diogelu ac indemnio y Landlord rhag unrhyw achos neu hawliad mewn perthynas ag unrhyw niwed, difrod neu golled i unrhyw berson neu bersonau mewn perthynas â'r Eiddo. <i>The Tenant shall protect and indemnify the Landlord from any cause or claim in relation to any harm, damage or loss to any person or persons in relation to the Property.</i>
Cymal Torri <i>Break Clause</i>	Gellir terfynu'r cytundeb hwn wrth i'r naill barti roi dim llai na 6 mis o rybudd ysgrifenedig i derfynu ar unrhyw adeg ar ôl 12 mis wedi dechrau'r cytundeb hwn. <i>This agreement can be ended by either party giving no less than 6 months' notice in writing to expire at any time after 12 months after the start of this agreement.</i>
Yswiriant <i>Insurance</i>	Cyfrifoldeb y Tenant fydd sicrhau fod yswiriant atebolwydd cyhoeddus a chyflwyno'n grym drwy gydol cyfnod y Brydles, a bydd yn cyflwyno copi o'r polisi ar gais y landlord. Y Tenant yn unig fydd yn gyfrifol am yswirio holl gynnwys y Safile. <i>It will be the Tenant's responsibility to ensure that public and employer liability insurance of no less than £10,000,000 (ten million pounds) are in force throughout the Lease period, and will provide a copy of the policy at the Landlord's request. The Tenant will be solely responsible for insuring all the contents of the Site.</i>
Termau Eraill <i>Other Terms</i>	Yr holl delerau ac amodau eraill sy'n gyffredin mewn prydlesi o'r natur yma. <i>All other terms and conditions common in leases of this nature.</i>