



Seaford Town Council

MANAGEMENT OF TENNIS COURTS AND TENNIS DEVELOPMENT SERVICES

The Salts Recreation Ground, Seaford

Seaford Town Council



[Images shown are for illustrative purposes only]

Introduction to Seaford

Seaford serves a population of around 27,000 and a further 67,000 within the Lewes District. It is well known for its convenient parking, easy to access town centre, countryside, beach front and arguably the most memorable coastal views to be found in the region.

Seaford is a favoured alternative for visitors seeking an uncomplicated seaside and coastal countryside destination. The town is situated in a beautiful location presiding over the wide sweep of Seaford Bay under the distinctive chalk landmark of Seaford Head. Seaford beach is just a short walk from the train station with a fun and vibrant yet relaxed feel.

To the north, the town faces the chalk down land of the South Downs National Park; and along the coast to the east are the Seven Sisters chalk cliffs.

Seaford Town Council is developing regeneration projects for Seaford in order to support a vibrant and active town with lots to do and plenty to see and enjoy. A recent success at The Salts Recreation Ground being the new skate park. There was a fantastic turn out for the 'Skate Jam' grand opening event, which took place during the school summer holidays, and it is now amazing to see so many people utilising this new addition.

Tennis Courts at The Salts Recreation Ground

The current courts are in the process of re-development in partnership with the Lawn Tennis Association and Sports England, to provide 3 brand new tennis courts, with gated access, floodlights and online booking system. The floodlights will work in line with court bookings during the courts' hours of operation (between the hours of 08:00am and 09:00pm).

Following successful introduction in other parts of the country, The Salts Recreation Ground will benefit from gate-access technology integrated with the 'ClubSpark' booking platform.

Subject to the courts being completed on time, it is proposed to have the courts available for a spring 2022* season and all year-round play.

The Recreation Ground is in an optimum location, sited between the seafront with extensive all year-round free parking, Seaford train station and the A259 (the main access route through Seaford from Newhaven to Eastbourne). It also benefits from several foot paths and the area experiences a significant footfall both in and out of season, popular with walkers, families, and sports enthusiasts.

The courts benefit from the immediate proximity of public toilets as well as the Salts Café, which is open to the public all year round, a play park, several sports clubs, and a skate park, which has been recently installed; all of which are extremely popular in the area, seeing people travel from other towns to enjoy what is on offer.

With a favourable seafront location there is scope for the right applicant to establish a loyal customer base.

Seaford does benefit from a private membership tennis club which has nine floodlit tennis courts; however, these are for members use only. Although their yearly fees are assumed the going rate for a club of their standard, they do result in reduced accessibility for people on reduced incomes.

The Salts Tennis Courts Tennis Partner Opportunity**

Seaford Town Council (hereafter 'The Council') is working in partnership with the Lawn Tennis Association (LTA) to:

- 1) Encourage local residents to either take up or play more tennis
- 2) Improve local tennis facilities for residents
- 3) Make sure local tennis courts are sustainable in the years to come.

An important aspect of the partnership is to have an effective programme of activity to engage new players and help people learn how to play the game.

As there is no current coaching programme in place, the Council are advertising herein for a tennis partner to manage the new tennis courts, and deliver a high quality, sustainable and inclusive tennis coaching programme at The Salts Recreation Ground.

The initial contract is anticipated to be for 5 years, for the period of 01/05/2022 – 31/03/2027 (the commencement date is subject to works being completed on schedule and may change), with a probation period covering the first 6 months.

The Council is inviting applicants to demonstrate how they will work in line with LTA events, develop community sporting initiatives, promote accessible coaching and event opportunities, and work with the community to either take up or play more tennis.

The Council is committed to increasing community and inclusive tennis (most notably with increased participation) on the improved courts. A successful and diverse coaching programme is seen as a key driver to help the Council meet its objectives.

Expectations

Focus of coaching programme

- To develop and deliver an effective, inspiring and sustainable community tennis development programme for people of all ages and abilities (adults, juniors, minis)
- Provide attractive opportunities for casual and recreational players who perceive joining a club to be too formal for their needs to access the sport
- Support LTA initiatives where appropriate, specifically Great British Tennis Weekend and other national products and / or campaigns

- Provide periodic attendance statistics data to the LTA and the Council
- Consideration should be given as to how coaches will engage new players into tennis, particularly those classed as 'inactive' by the UK Chief Medical Officer's definition
- Provision for players with disabilities and/or impairments must feature in programme (e.g. Wheelchair Tennis)
- Maximise the potential capacity of Seaford Tennis Courts

ClubSpark Booking system

- To be responsible for LTA Venue Registration, and ClubSpark

Marketing

- To advertise under own company banner (rather than the Council's), liaising with the Council's Project and Facilities Team as much as is reasonably possible before publishing any marketing or promotional material.

Safeguarding & Welfare

- To have a Welfare Officer who has undergone the necessary training as per the LTA requirements, fulfils the duties of the role and meets the Safeguarding Venue Standards.

Policies

- To have a Safeguarding policy (which includes whistleblowing), and policy statement
- To have a Diversity and Inclusion policy.

Health & Safety

- To carry out risk assessments for the Facilities
- Ensure that any near-miss or accident is reported to the Council
- Include health and safety training in the new staff induction programme and maintain a record of all health and safety training undertaken by staff
- Ensure that an emergency contact number is clearly displayed on the site.

Rental Fee

The successful tennis partner would be charged an annual rental fee for exclusive rights to operate their coaching business at The Salts Recreation Ground. The tennis partner would be entitled to keep all income from any coaching, membership, and court bookings.

The minimum proposed rental fees total over 5 years is £79,750, which is £15,950 pa. This is to cover expenditure, and the sink fund (which will go into the ongoing maintenance and the eventual replacement of the tennis courts). All figures are exclusive of VAT, which will be charged at the standard rate at the time.

It is proposed that the fees would be paid quarterly in advance, although there is some flexibility in this regard. An annual review would take place at the end of each year to discuss the suitability and success of the coaching programme.

Court bookings and membership fees are laid out in Appendix A.

Coaching

The successful tennis partner will be entitled to use up to a maximum of 30 court hours per week for coaching. This is capped to ensure a reasonable amount of court time remains available for casual tennis bookings. Subletting of court time will not be permitted.

A maximum of two courts can be used at any one time for coaching to ensure at least one court remains available for casual bookings (although the Council may offer some flexibility to these arrangements during quiet periods).

Additional benefits for successful tennis partner:

- Endorsement from Seaford Town Council's Project and Facilities team that the supplier is the Council's sole tennis partner
- The Agreement will allow for the operator to have sole coaching rights at the site.

Supplementary Information

The Council is flexible in regard to whether the successful preferred tennis partner is a sole person or group of coaches. In all cases, the head coach will be expected to hold an LTA Level 3 coaching qualification or above, all coaches delivering coaching should be accredited with the LTA and will require a DBS check in line with the Council's Safeguarding Policy – Tennis.

The tennis partner will not be expected to deliver any court maintenance (this will be delivered by the Council's grounds maintenance contractors) other than assisting in keeping the courts clean and tidy.

The tennis partner will be expected to participate in national engagement campaigns such as Great British Tennis Weekend (GBTW) and the Tennis for Free programme.

Should the tennis courts not be ready on 01/05/2022, the first year's rental will be pro-rata and the contract will still terminate on 31/03/2027.

Person / Organisation Specification

The successful tennis partner will have:

- A programme delivered/overseen by a LTA accredited coach, qualified at a minimum of level 3
- Current LTA accreditation
- Experience in providing community-focused tennis activities and an understanding of how to address barriers to participation
- Recently attended or be willing to attend training on coaching people with disabilities and/or impairments
- Observation of LTA minimum standard in coach and other staff qualifications/training, safeguarding (including DBS checks) and equality of opportunity
- The ability to provide the Council with an ongoing risk assessment covering activities
- Relevant insurances in place to cover all activities undertaken on the site, coaching events, and other areas that arise
- To work together with the Council's Projects and Facilities team, sharing knowledge, developing systems and delivering an attractive, value for money service to users
- To show how they plan to manage the site providing general public and community (club) use, court booking and coaching options and working with the community
- The ability to be flexible when required
- To ensure that an emergency contact number is clearly displayed at the courts. The emergency contact number must be staffed during all hours of operation in order to deal with any accidents / incidents on site
- To maintain full, accurate and up-to-date records of the financial and operational performance of the courts
- A GDPR policy and method statement about managing player data
- Competent IT skills (MS Office/internet)
- A current DBS check.

If you, or someone you know is interested, the form of tender for completion is below, along with the Tender Timetable.

Please ensure you have read and understood the terms and conditions contained within this application pack before completing the tender form.



Seaford Town Council

Offices: 37 CHURCH STREET, SEAFORD, EAST SUSSEX, BN25 1HG

Tender Application for the right to occupy under Licence

The site for a **Community Tennis Facility** situated at **The Salts Recreation Ground, Seaford.**

IMPORTANT: Please read the Terms and Conditions included within this application, before completing the form.

Tender Timetable

Tender documents available	1 February 2022
Deadline for tender return	11 March 2022
Tender awarded	22 March 2022
Contract Start	1 May 2022*

1.	Name of Applicant	
2.	Address	
3.	Telephone	
4.	Email	
Tender Response Quality Questions (please continue each item on a clearly marked separate page if needed).		
5.	LTA Accredited and LTA qualified at Level 3 or above? Please state which level.	
6.	A short summary of why you are	

	interested in this project	
7.	Outline your experience of previous Tennis Partnership(s), including learnings and developments were shared	
8.	Outline your experience and success in providing community-focused tennis programmes and initiatives. <i>Note - Your answer should include examples and reference to partners you have worked with</i>	
9.	Details of staff capacity or intend developing in order to deliver a successful programme	
10.	Please demonstrate your understanding of how to address barriers to participation, detailing any relevant experience, including any recent courses	
11.	Outline what programmes you intend developing within 3 months of contract start, to a) encourage local residents to either take up, or play more tennis, and b) breakdown participation barriers <i>Note - Your answer should include reference to the marketing strategy you will adopt and may include references to seasonal programming variations</i>	

12.	Describe how your programme will contribute to tennis player performance development pathways. Note - Your answer may include reference to how you will engage more people in tennis competition.	
13.	How you will provide an ongoing risk assessment covering activities	
14.	Please outline actions you will take to reduce the risk of COVID-19 transmission when organising tennis coaching, events or competitions	
15.	Outline of your GDPR policy and method statement about managing player data.	
16.	Competent IT skills (MS Office/internet)	
17.	DBS checked?	
18.	Are there any other notes you would like us to take into consideration with your tender?	
19.	Two suitable references that are happy to be contacted in relation to your business skills, character and coaching provision	

Tender Response Evidence Based Questions	
21.	<p>Please separately provide your Business Plan, or statement, of how you will operate the coaching programme. Please be aware these are community tennis courts, and coaching fees should reflect this.</p> <p>To assist you, the Business Plan should include the following headings; Objectives, Tennis Development Plan, Management and Staffing Arrangements, Marketing Plan, Financial Plan (to include Membership, Pay and Play, Charging Rates for coaching and events (such as summer camps) and Management Strategy, Monitoring and Evaluation, Conclusion.</p> <p>Rates are set out as defined in Appendix A.</p>
22.	Please attach a CV/resume demonstrating your experience of managing a coaching programme
23.	Copies of relevant certificates (including insurance policy)

Form of Tender:

I/we the undersigned hereby agree to pay the under mentioned sum(s) for a Licence to Occupy the site as described above and, in the location, shown on the plan overleaf.

I/We understand that I/we offer for five years (in which case the Council would expect an offer totalling the cumulative amount over the five years in excess of £79,750*** as appropriate), with an opt out clause after year three.

The proposed fees will be paid quarterly in advance, unless otherwise arranged with Seaford Town Council.

Fee Submission:

<u>For a five-year Licence</u>	I/we offer	£ _____	1 st Year 2022* (11 months)
		£ _____	2 nd Year 2023
		£ _____	3 rd Year 2024
		£ _____	4 th Year 2025
		£ _____	5 th Year 2026

(Subject to minimum fee as outlined under Rental Fees on page 3).

Terms and Conditions:

The Licence, a duplicate of which shall be executed by the Licensee, shall contain a covenant by the Licensee to observe and perform the following conditions and stipulations and any other conditions which the Council may subsequently require.

1. The License start date is subject to the successful completion of the new courts and is proposed for 1st May 2022*.
- 2- The Licence payment shall be payable quarterly in advance. Payment dates will be 31st March, 30th April (1st year only), 30th June, 30th September, 31st December.

3. The Licensee shall be responsible for the payment of general rates and all other outgoings arising from the use of the site.
4. Service, maintenance of fence, gates, floodlights, structure, nets, and posts are Seaford Town Council provision, through communication with Licensee. Issues should be reported immediately to Seaford Town Council.
5. Court treatments to be provided by Seaford Town Council, communicated and arranged at suitable times with the Licensee.
6. Daily condition maintenance is to be provided by Licensee, and if provided through a 3rd party, in agreement with Seaford Town Council.
7. The Licensee will be responsible for the court booking system ClubSpark and associated booking and membership management.
8. The Licensee will be responsible for Venue Registration with the LTA.
9. The Licensee shall ensure that no advertising / publicity material likely to cause offence to or mislead the public or cause embarrassment to the Council is used. The Council retains the absolute right to veto any advertising or promotional material, which is likely to breach this condition, and the Licensee shall remove such material immediately. The Council accepts no responsibility for any loss incurred as a consequence of the removal of such material.
10. The coaching provision will have an LTA accredited coach, qualified at a minimum of level 3, experienced in providing community-focused tennis and trained or willing to train on coaching people with disabilities and/or impairments. The Partner will be DBS checked. Coaching provision will be for no more than 30 court hours per week (capped to ensure that a reasonable amount of court time remains available for casual tennis bookings).

The focus of the coaching programme will be:

- To develop and deliver an effective, inspiring and sustainable community tennis development programme for people of all ages and abilities (adults, juniors, minis)
 - Provide attractive opportunities for casual and recreational players who perceive joining a club to be too formal for their needs to access the sport
 - Support LTA initiatives where appropriate, specifically Great British Tennis Weekend and other national products and / or campaigns
 - Provide periodic attendance statistics data to the LTA and the Council
 - Consideration should be given as to how coaches will engage new players into tennis, particularly those classed as 'inactive' by the UK Chief Medical Officer's definition
 - Provision for players with disabilities and/or impairments must feature in programme (e.g. Wheelchair Tennis)
11. The Licensee shall ensure that the courts are accessible for use by those with membership, pay and play booking or coaching during between the hours of 08:00am and 09:00 pm during the term of the licence. The Licensee shall inform the Council either by telephone or e-mail should the courts not be open for service during these times for any reason.
 12. The Licence to be signed within fourteen days of the acceptance of the tender by the Council.
 13. The Licence will authorise the Licensee to provide bookable community tennis courts, membership and coaching provision.
 14. The Licensee shall hold the Council indemnified from and against all actions, costs, damages, claims and demands whatsoever and shall insure against any damage, loss or injury which may occur to any property or to any person by or arising out of the exercise of the rights conferred by the Licence and the Licensee shall whenever required produce to the Council the Policy or Policies of insurance and the receipts for the payment of the current premiums. Such insurance shall provide cover for a minimum of £10,000,000.
 15. The Licensee and all of their employees shall be of good behaviour on site and maintain a suitable standard of customer service and presentation at all times.

16. The Licensee is to carry out a visual risk assessment when going onto court to make sure there are no dangers before going on court e.g. broken glass.
17. The Licensee shall carry out annual risk assessments for the Facilities, which will be included in the Health and Safety Procedures Manual and available for the Council to review upon request. The Licensee shall revise them as a minimum:
 - If there is an accident or incident where a change is required to prevent a recurrence;
 - If a new task (for staff) or activity (for members of the public) is introduced where a new risk assessment is required before commencement
 - Before and after a new item of equipment is purchased (excluding identical replacement items); or
 - If a change to the building or premises is planned where new / revised arrangements for its safe use will be needed.
18. The Licensee shall ensure that any near miss or accident is reported to the Council within an hour of its occurrence with a full incident and, if applicable, a copy of the RIDDOR report provided within 24 hours. The Licensee shall ensure that these records include details of any relevant actions taken/to be taken and shall be available to the Council at any time.
19. The Licensee shall enforce the Legislation relating to smoking in public places. The following hygiene and safety standards and rules must be maintained and enforced within the facility by the Licensee as follows:
 - No person is allowed to enter the facility who:
 - is under the influence of alcohol or drugs
 - is considered to be a risk to themselves or others
 - No inappropriate footwear likely to cause damage to court surfaces is allowed;
 - No animals or pets are allowed within the Facilities with the exception of guide dogs for the blind and recognised assistance dogs;
 - No persons are permitted to skateboard, roller skate, or alike or to partake in activity sports such as BMX cycling or motorised vehicle sports within the facilities.
20. The Licensee shall include health and safety training in the new staff induction programme and maintain a record of all health and safety training undertaken by staff.
21. Emergency Contact Details: The Licensee must ensure that an emergency contact number is clearly displayed on the site. The emergency contact number must be staffed during all hours of operation in order to deal with any accidents / incidents on site.
22. The Council shall not be responsible for any death, injury, damage, or loss sustained by the Licensee resulting from storm, high seas, tempest, pandemics, or any other cause whatsoever except where such death or personal injury is caused by the negligence of the Council.
23. The Council shall not be liable for any other loss or damage sustained by the Licensee resulting from storm, high seas, tempest, pandemics, or another cause whatsoever in connection with this Licence or for the condition of the site.
24. The Licensee shall not do or permit to be done in or upon the courts or any part thereof or in the vicinity thereof anything which in the opinion of the Council is or may become a nuisance or annoyance to the Council or to the public.
25. The Licensee will maintain a high standard of presentation of the courts at all times and maintain a clean and tidy site throughout each operating day and at the end of each operating day.
26. The Licensee is responsible for the cleanliness of the site and shall at all times keep the site free from litter resulting from the exercise of rights conferred by this Licence.
27. The Licensee should consider the following LTA Covid actions to reduce the risk of COVID-19 transmission:-
 - For Coaches and Officials: <https://www.lta.org.uk/about-us/tennis-news/news-and-opinion/general-news/2020/march/coronavirus-covid-19---latest-advice/#EnglandCoachesOfficials>

- For Venues: <https://www.lta.org.uk/about-us/tennis-news/news-and-opinion/general-news/2020/march/coronavirus-covid-19---latest-advice/#EnglandVenues>

28. The Licensee must have a Safeguarding policy (which includes whistleblowing), and policy statement.

29. The Licensee must:-

- Ensure that the safeguarding policy is clearly displayed on the venue noticeboard and on the website, or easily available upon request
- Display a summary statement of their safeguarding policy, if they choose not to clearly display the full policy
- Clearly print and display the relevant LTA safeguarding posters where it is possible to do so
- Ensure safeguarding is covered in inductions for members, staff and volunteers
- Ensure that any events, activities and competitions are run in accordance.

30. The Licensee must have a Diversity and Inclusion policy, which must be either displayed or easily available upon request.

31. The Licensee must have a Welfare Officer who has undergone the necessary training as per the LTA requirements, fulfils the duties of the role and meets the Safeguarding Venue Standards.

32. As part of their duties, the Welfare Officer should:-

- Provide all new members with safeguarding information including details of Welfare Officer.
- Make use of the Welfare Officer poster to let members know who they are.
- Ensure safeguarding information is kept updated, including online. An example of a good website is <https://highgate-tennis.co.uk/juniors/child-protection-policy/>
- Ensure safeguarding is an agenda item at committee meetings
- Promote our code of conduct(s) (see safeguarding policy).

33. The Council may by seven days' notice in writing revoke the Licence if at any time there shall be a breach of any of the conditions but without prejudice to the Council's rights and remedies in respect of such breach.

34. The Licensee shall on the termination of the Licence leave the courts in a clean and tidy condition.

35. No vehicle shall be driven on to the site other than for the express purpose of delivery of goods to the courts and shall be removed from the site immediately after the unloading of goods.

36. No vehicle of any description will be positioned or left unattended so to impede the access of any emergency services or maintenance teams. Where access is required, this must be accommodated in all cases.

37. Your attention is drawn to the fact that this Licence relates solely to the land described on the attached plan Appendix B.

38. The Council is not bound to accept the highest, or any, offer.

39. I/we agree to comply with and abide by the Tender's Terms and Conditions as signed below.

Name: (Please print):.....

Company:

Address:

Signed: Dated:

Tender applications are to be emailed to tenders@seafordtowncouncil.gov.uk detailing the information set out above, or posted to Seaford Town Council, 37 Church Street, Seaford, East Sussex, BN25 1HG.

Any queries can be addressed to the Projects Officer
zoe.polydorou@seafordtowncouncil.gov.uk

Please refer to the Council's Document Retention Policy and Data Protection Policy for details on retention and handling of tender documents and any personal data within.

* All future references to the start date may change in line with the completion of the courts.

**For the purposes of this document a 'tennis partner' is defined as an organisation or coach that operates and manages the 3 courts, and systematically organises tennis activity for the benefit of multiple players.

*** This amount will be subject to when the courts are built, and how long that leaves for trade to commence.

Note: Information was correct as of January 31st 2022.

Appendix A

STC Tennis Rates

Description	Family Membership	Pay & Play
Non-Floodlit	£55 per year	£8 per hour
Floodlit	£2 per hour	£10 per hour

Appendix B

Site Plan

