



Seaford Town Council

COACHING SERVICES, MANAGEMENT AND TENNIS DEVELOPMENT SERVICES AT THE SALTS TENNIS COURTS

The Salts Recreation Ground, Seaford

Seaford Town Council



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 three newly built state-of-the-art tennis courts were officially opened in May 2022.

Following successful introduction in other parts of the country, the new courts, part funded by Lewes District Council, Sport England, and the Lawn Tennis Association (LTA) the governing body of tennis in Great Britain, benefit from automated court floodlighting and gate access technology, which work in conjunction with ClubSpark, an award-winning online sport management system, ensuring an easy-to-use process for booking the courts.

The floodlights integrate, where scheduled, with court bookings during the courts' hours of operation (between the hours of 07:00am and 09:00pm).

The courts are available to book 24/7 and are open and available for play all year round.

Location

The Recreation Ground is in an optimum location, situated 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 at least 3 years and up to 15 years, subject to negotiation, starting on 01/04/2023, and with a break clause for both parties immediately at the end of year 1 (this being the end of the financial year 2023/24 on March 31st 2024). A review will be held prior to the year 1 end, at around month 10.

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 operation and coaching programme

- To develop, deliver and promote 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
- The Operator shall set up and use their own digital payment platform within ClubSpark.

Marketing

- To advertise under own company banner (rather than the Council's), liaising with the Council's Project and Facilities Team 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 operator would be charged an annual rental fee for exclusive rights to operate their coaching business at The Salts Recreation Ground. The tennis operator would be entitled to keep all income from any coaching, membership, and court bookings.

The minimum proposed annual rental fee is £13,500 pa and will be subject to a yearly inflation increase of 3%. This is to cover expenditure, and the sink fund (which will go into the ongoing maintenance and the eventual replacement of the tennis courts).

The annual rental fee will exclude:-

- Electricity for floodlights, which will be recharged to the Lease holder quarterly throughout the year
- From Year 2 the yearly LTA Venue Registration (currently £180 per year).

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.

An annual review will take place towards 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 B.

Coaching

The successful tennis operator will be entitled to use around 30 court hours per week for coaching, whilst ensuring that 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 the successful tennis operator:

- Endorsement from Seaford Town Council's Project and Facilities team that the supplier is the Council's sole tennis operator
- 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 operator 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 operator 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 operator will be expected to participate in national engagement campaigns such as Great British Tennis Weekend (GBTW) and the Tennis for Free programme.

For any reason, should the contract start date be later than 01.04.2023 the first year's rental will be pro-rata.

Person / Organisation Specification

The successful tennis operator 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
- 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 Lease

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	Tuesday 24 th January 2023
Deadline for tender return	5PM Friday 3 rd March 2023
Tender awarded	Monday 13 th March 2023
Contract Start	1 st April 2023

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.	
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6.	A short summary of why you are interested in this project.	
7.	How long would you like the lease to be for? <i>Note – A minimum of 3 years</i>	
8.	Outline your experience of previous Tennis Partnership(s), including learnings and developments were shared.	
9.	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>	
10.	Details of staff capacity or intend developing in order to deliver a successful programme	
11.	Please demonstrate your understanding of how to address barriers to participation, detailing any relevant experience, including any recent courses.	
12.	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>	
13.	Describe how your programme will contribute to tennis	

	<p>player performance development pathways.</p> <p><i>Note - Your answer may include reference to how you will engage more people in tennis competition.</i></p>	
14.	How you will provide an ongoing risk assessment covering activities	
15.	Please outline actions you will take to reduce the risk of COVID-19 transmission when organising tennis coaching, events, or competitions	
16.	Outline of your GDPR policy and method statement about managing player data.	
17.	Competent IT skills (MS Office/internet)	
18.	DBS checked?	
19.	Are there any other notes you would like us to take into consideration with your tender?	
20.	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 B.</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 Lease to Occupy the site as described above and, in the location, shown on the plan overleaf.

I/We understand that I/we offer for between three and fifteen years.

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

Minimum Suggested Fee Submission:

I/we offer

£ _____	Year 1
£ _____	Year 2
£ _____	Year 3
£ _____	Year 4 (if applicable)
£ _____	Year 5 (if applicable)
£ _____	Year 6 (if applicable)
£ _____	Year 7 (if applicable)
£ _____	Year 8 (if applicable)
£ _____	Year 9 (if applicable)
£ _____	Year 10 (if applicable)
£ _____	Year 11 (if applicable)
£ _____	Year 12 (if applicable)
£ _____	Year 13 (if applicable)
£ _____	Year 14 (if applicable)
£ _____	Year 15 (if applicable)

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

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

Terms and Conditions:

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

1. Nature of the Service

1.1 Seaford Town Council will grant the Lease holder the right on the Site solely and exclusively for management and operation of the courts, along with a community tennis development programme and tennis coaching services for the public.

- 1.2 The Lease will solely relate to the land described on the attached plan in Appendix A.
- 1.3 Service relates solely to the Site described on the attached plan in Appendix A.
- 1.4 The Lease holder shall agree that Coaching provision will be for around 30 court hours per week whilst ensuring that a reasonable amount of court time remains available for casual tennis bookings.
- 1.5 The Lease holder will ensure that there is plenty of availability for community tennis and will carry out a 6-monthly review, and meet with council officers to discuss.
- 1.6 The Lease holder will be allowed to use a maximum of two courts simultaneously to ensure at least one court remains available for use by the general public for recreational tennis at all times. The exception to this is a programme, agreed with Seaford Town Council, of Social Tennis, and Tournaments/Competitions, where three courts can be used simultaneously. Any further exceptions to this must be agreed in advance with Seaford Town Council (as Seaford Town Council may offer some flexibility to these arrangements during quiet periods). This will be subject to an annual review.
- 1.7 The Lease holder is responsible for providing all the necessary equipment to deliver both individual and group coaching.

2. Period of Performance

- 2.1 The Lease is to be signed within fourteen days of the acceptance of the tender by the Council.
- 2.2 The Lease start date is proposed for Monday 1st April 2023.
- 2.3 The Service shall be provided for the agreed term, starting from Monday 1st April 2023, with a break clause for both parties immediately after year 1- this being the end of the financial year 2023/24 on March 31st 2024).

3. Finances

- 3.1 The Lease holder agrees to pay the above-mentioned fee submission sum(s) for a Lease to Occupy the Site.
- 3.2 The Year 1 through to Year 15 (where applicable) costs will be paid quarterly, at least 14 days in advance of the payment dates by the Lease holder. Payment dates will be 31st March 30th June, 30th September, 31st December.
- 3.3 On any day where the courts can't be used due to the 21c degrees ruling (see 4.13) a pro rata refund will be applied.
- 3.4 The Lease holder shall be responsible for the payment of general rates and all other outgoings arising from the use of the site.
- 3.5 The Council will set all hire costs (as per Appendix B), whereas fees for coaching and activities within the tennis development programme are to be discussed and agreed with The Council.
- 3.6 The Lease holder is to set up the venue registration with LTA so that from Year 2 onwards LTA will invoice the cost directly to the Lease holder.
- 3.7 All figures are exclusive of VAT, which will be charged at the standard rate at the time.
- 3.8 All income generated through court bookings, passes and coaching options belong to the Lease holder. This includes both pay and play sessions and any pass schemes that the Lease holder implements.
- 3.9 The Lease holder will maintain full, accurate and up-to-date records of the financial and operational performance of the courts.

3.10 On request the Lease holder shall make available to Seaford Town Council within 14 days full and complete accounts in relation to these terms.

3.11 The Lease holder shall set up and use their own digital payment platform within ClubSpark.

3.12 The cost for the floodlights' electricity will be recharged to the Lease holder quarterly throughout the year.

4. Courts Maintenance

4.1 Seaford Town Council shall be responsible for the maintenance and the refurbishment of the floodlights, protective fencing, tennis courts, net posts and nets and the gate access system. Issues should be reported immediately to Seaford Town Council.

4.2 Court treatments to be provided by Seaford Town Council, communicated, and arranged at suitable times with the Lease holder.

4.3 The Lease holder is responsible for the cleanliness of the site and shall maintain a high standard of presentation of the courts at all times.

4.4 The Lease holder must undertake regular checks and carry out the day-to-day upkeep of the courts, and if provided through a 3rd party, in agreement with Seaford Town Council. This includes keeping the courts in a clean, safe and tidy condition, free of litter and other materials throughout each operating day and at the end of each operating day. Any defects must be reported to Seaford Town Council. Records of weekly safety inspections must be maintained by the Lease holder and be available for inspection by Seaford Town Council.

4.5 The Lease holder 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.

4.6 The Lease holder shall be required to carry out annual risk assessments for Seaford Town Council, which will be included in the Health and Safety Procedures Manual and available for Seaford Town Council to review upon request. The Lease holder shall revise them as a minimum:-

- i) That any near-miss or accident is reported to Seaford Town Council
- ii) If there is an accident or incident where a change is required to prevent a recurrence.
- iii) If a new task (for staff) or activity (for members of the public) is introduced where a new risk assessment is required before commencement
- iv) Before and after a new item of equipment is purchased (excluding identical replacement items); or
- v) If a change to the building or premises is planned where new / revised arrangements for its safe use will be needed.

4.7 The Lease holder shall ensure that any near miss or accident is reported to Seaford Town 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 Lease holder shall ensure that these records include details of any relevant actions taken/to be taken and shall be available to Seaford Town Council at any time.

4.8 Seaford Town Council shall not be responsible for any death, injury, damage, or loss sustained by the Lease holder 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 Seaford Town Council.

4.9 Seaford Town Council shall not be liable for any other loss or damage sustained by the Lease holder resulting from storm, high seas, tempest, pandemics, or another cause whatsoever or for the condition of the site.

4.10 The Lease holder shall enforce the legislation relating to smoking in public places.

4.11 The following hygiene and safety standards and rules must be maintained and enforced within the facility by the Lease holder as follows:-

- i) No person is allowed to enter the facility who:
 - a. is under the influence of alcohol or drugs
 - b. is considered to be a risk to themselves or others
- ii) No inappropriate footwear likely to cause damage to court surfaces is allowed;
- iii) No animals or pets are allowed within the Facilities with the exception of guide dogs for the blind and recognised assistance dogs;
- iv) 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.

4.12 The Lease holder is not to make or permit to be made any alterations to the site without first obtaining the prior written consent of Seaford Town Council.

4.13 Following the Lawn Tennis Association (LTA) guidelines, to ensure the tennis surface settles and establishes properly, during summer 2023, should temperatures exceed 21c degrees the Lease holder will need to close the courts, and ensure that any court bookings affected are either rebooked or refunded.

5. Courts Management

5.1 The courts must only be used for tennis. No other use is permitted without the prior written consent of Seaford Town Council.

5.2 The Lease holder shall ensure that the courts are accessible for use by those with passes, pay and play bookings or coaching during between the hours of 07:00am and 09:00pm during the term of the lease. The Lease holder shall inform Seaford Town Council either by telephone or e-mail should the courts not be open for service during these times for any reason.

5.3 The floodlights will work in line with the planning consent (between the hours of 07:00am and 9:00pm), and the cost for the floodlights' electricity will be recharged to the Lease holder quarterly throughout the year.

5.4 The Lease holder and all their employees shall be of good behaviour on site and maintain a suitable standard of customer service and presentation at all times.

5.5 The Lease holder must not park their vehicles or permit those being coached to park on site without the prior written consent of Seaford Town Council.

5.6 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.

5.7 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.

5.8 The Lease holder 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 Seaford Town Council is or may become a nuisance or annoyance to Seaford Town Council or to the public.

5.9 The Lease holder shall observe and comply with any rules and regulations from time to time made by the authority in connection with the management of the premises.

6. Lease holder and Coach requirements

6.1 The Lease holder must have a Safeguarding policy (which includes whistleblowing), and policy statement. The Lease holder must:-

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

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

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

- i. Provide all new members with safeguarding information including details of Welfare Officer
- ii. Make use of the Welfare Officer poster to let members know who they are.
- iii. Ensure safeguarding information is kept updated, including online. An example of a good website is <https://highgate-tennis.co.uk/juniors/child-protection-policy/>
- iv. Ensure safeguarding is an agenda item at the quarterly meetings with Seaford Town Council
- v. Promote the code of conduct(s) (see Appendix C1 – The Safeguarding Policy-Tennis).

6.4 The Lease holder must have a Diversity and Inclusion policy, which must be either displayed or easily available upon request.

6.5 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.

6.6 The Lease holder must ensure that all coaches operating and delivering coaching on the site are qualified in accordance with the current requirements of the LTA, have a current LTA accreditation and an up-to-date DBS check within the last three years. Evidence of this must be provided in advance to Seaford Town Council, in line with Seaford Town Council's Safeguarding Policy – Tennis (as per Appendix C1. No coach may operate on the site without an up-to-date DBS.

6.7 The Lease holder must ensure that the tennis programme is agreed in writing by Seaford Town Council, and that it is planned and delivered under the supervision and guidance of the head coach, who will be expected to hold an LTA Level 3 coaching qualification or above. Any proposed changes will need to be requested in writing, and agreed in writing by Seaford Town Council.

6.8 All coaches will be contracted by The Lease holder to coach on the tennis courts.

6.9 The Lease holder shall ensure that appearance of the coach(es) on court is acceptable; this will include appropriate tennis attire and footwear.

6.10 The Lease holder must ensure that all coaches act in an appropriate manner at all times that reflects positively on Seaford Town Council.

6.11 Under no circumstances should a coach be smoking, under the influence of alcohol or other substances at any time on court.

6.12 The Lease holder is responsible for the management and delivery of all coaching both group and individual and this includes publicity, promotion, communication, payment, and ongoing relationship with the customer. No other tennis provider is entitled to deliver tennis coaching (individual, group, or school) on the site at any time.

7. Sport Development

7.1 The Lease holder is to work in partnership with the Lawn Tennis Association (LTA) to:-

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

7.2 The Lease holder shall meet the following expectations of the coaching programme:-

- i) To develop and deliver a diverse, effective, inclusive, and sustainable community tennis development programme for people of all ages and abilities (adults, juniors, minis)
- ii) Provide attractive opportunities for casual and recreational players who perceive joining a club to be too formal for their needs to access the sport
- iii) Support LTA initiatives where appropriate, specifically Great British Tennis Weekend and other national products and / or campaigns
- iv) Provide periodic attendance statistics data to the LTA and Seaford Town Council
- v) 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
- vi) Provision for players with disabilities and/or impairments must feature in programme (e.g. Wheelchair Tennis)
- vii) Maximise the potential capacity of Seaford Tennis Courts.

7.3 The coaching programme including charges must be approved in writing by Seaford Town Council in advance, who will review the programme yearly.

8. Administration Responsibilities

8.1 The Lease holder must meet the LTA's Minimum Registration Standards as part of LTA Venue Registration.

8.2 The Lease holder will be responsible for the management of the LTA approved tennis court venue system called ClubSpark and associated booking and membership management, along with the automated CIA Gate System. The Lease holder shall use ClubSpark to administer all individual lessons, courses, and holiday camps, maintaining The Lease holder's ClubSpark page. No other venue management system will be allowed.

8.3 The Lease holder shall ensure that courts are released if not being used.

8.4 The coach to pupil ratios will be in line with those recommended by the LTA.

8.5 The Lease holder shall provide and maintain an administration system, which effectively and efficiently enables members of the public to contact the Lease holder by telephone or email. The Lease holder shall arrange for notices to be permanently displayed on site, in the form and containing such information approved by Seaford Town Council, including The Lease holder's contact details.

8.6 The Lease holder 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 to deal with any accidents / incidents on site.

8.7 All information displayed at the courts must be kept up to date by the Lease holder.

8.8 The Lease holder or suitably qualified staff shall attend quarterly, or as arranged, meetings.

- 8.9 The Lease holder 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.
- 8.10 The Lease holder and all members of staff involved in the delivery of the service shall observe and comply with [Seaford Town Council's Safeguarding Policy – Tennis, Diversity & Inclusion Policy, Child & Vulnerable Adult Protection Policy, Policy, Equal Opportunities Policy and Complaints Procedure](#). These can be found on Seaford Town Council's website.
- 8.11 The Lease holder must meet the LTA's Minimum Registration Standards as part of LTA Venue Registration.
- 8.12 The Lease holder shall provide Seaford Town Council with its policy in relation to cancelled sessions, which must be first agreed in writing by Seaford Town Council whose decision is final.
- 8.13 The Lease holder will hold a GDPR policy and method statement about managing player data.
- 8.14 The Lease holder must provide an up-to-date list of coaches who will be operating on the site to Seaford Town Council upon request.
- 8.15 The Lease holder shall be responsible for evidencing that the venue's annual registration with the Lawn Tennis Association (LTA) is maintained.
- 8.16 The Lease holder will make available to Seaford Town Council the 6-monthly review of the tennis court usages as per item 1.5.
- 8.17 The Lease holder will show how they plan to manage the site providing general public and community use, court booking and coaching options and working with the community.
- 8.18 The Lease holder will work together with Seaford Town Council's Projects and Facilities team, sharing knowledge, developing systems, and delivering an attractive, value for money service to users.

9. Marketing and Publicity

- 9.1 The Lease holder will advertise under their own company banner (rather than Seaford Town Council's), include all relevant logos, and liaise with Seaford Town Council's Project and Facilities Team before publishing any marketing or promotional material.
- 9.2 The Lease holder shall obtain Seaford Town Council's prior consent to any press release, announcement or publication of any document or statement arising from or required by the Service and shall not make any press announcement or publicise without Seaford Town Council's prior written consent.
- 9.3 The Lease holder shall ensure that no advertising / publicity material likely to cause offence to or mislead the public or cause embarrassment to Seaford Town Council is used. Seaford Town Council retains the absolute right to veto any advertising or promotional material, which is likely to breach this condition, and the Lease holder shall remove such material immediately. Seaford Town Council accepts no responsibility for any loss incurred as a consequence of the removal of such material.
- 9.4 The Lease holder will avoid the use of any language that would imply that The Salts Tennis is a Club, as opposed to Community Tennis courts.

10. The Lease Holder's Additional Obligations

- 10.1 During the Lease the Lease holder shall comply with its obligations under these terms and provide the Service in a proper and professional manner so as to enhance the image

and reputation of Seaford Town Council and to the reasonable satisfaction of Seaford Town Council.

- 10.2 The Lease holder shall ensure that any machinery, equipment, and vehicles used or proposed to be used in connection with the performance of the Service meets the relevant statutory requirements.
- 10.3 The Lease holder shall at all times comply with the requirements of the Health and Safety at Work etc Act 1974, the Control of Pollution Act 1974, the Food Safety Act 1990, the Environmental Protection Act 1998 and the Road Traffic Act 1988 (all as amended) and of any other Acts, Regulations or Orders pertaining to the health and safety of its employees, employees of Seaford Town Council and of all other persons including members of the public.
- 10.4 Neither the Lease holder nor its employees shall in any circumstance:
- i) Hold itself or themselves out as being the servant or agent of Seaford Town Council except as may be expressly permitted by these terms;
 - ii) Enter into any contract on behalf of Seaford Town Council or act in any other way to bind Seaford Town Council to performance, variation, release, or discharge of any obligation otherwise than in circumstances expressly permitted by Seaford Town Council nor shall the Lease holder or its employees hold itself or themselves out as being authorised to do so.
- 10.5 Seaford Town Council shall be entitled to enter the site on any working day on giving the Lease holder reasonable notice for the purpose of inspecting where the Service is performed or to inspect for audit purposes records related to the provision of the Service.

11. Indemnity and Insurance

- 11.1 The Lease holder shall insure and keep insured Seaford Town Council against all liability for injury to or death of any persons or loss of or damage to any property.
- 11.2 The Lease holder must ensure that all coaches operating on the site are appropriately insured for the delivery of their programme and to cover all activities undertaken on the site. This must be evidenced in advance to Seaford Town Council.
- 11.3 The Lease holder shall be liable for and shall indemnify and keep indemnified Seaford Town Council against the injury to or death of any persons or loss of or damage to any property which may arise out of the act, default, omission or negligence of the Lease holder, its employees, sub-contractors or agents and against all claims, demands, proceedings, damages, losses, costs, charges and expense, including any interest, legal and other professional fees awarded against Seaford Town Council, whatsoever as a result of the provision of the Services and/or any breach of these terms; except and to the extent that it arises solely out of the act default or negligence of Seaford Town Council, its employees or agents not being the Lease holder or its personnel.
- 11.4 The Lease holder shall whenever required produce to Seaford Town 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.

12. Covid-19

- 12.1 The Lease holder should consider the following LTA Covid actions to reduce the risk of COVID-19 transmission:-
- i) 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>
 - ii) For Venues: <https://www.lta.org.uk/about-us/tennis-news/news-and-opinion/general-news/2020/march/coronavirus-covid-19---latest-advice/#EnglandVenues>

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.

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

Note: Information was correct as of 19th January 2023.

Appendix A

Site Plan



Appendix B

Current STC Tennis Rates

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



Seaford Town Council

Safeguarding Policy - Tennis

Reporting a Safeguarding Concern within the Tennis Environment

How to respond to concerns that arise within a tennis environment.

For Tennis Wales / Tennis Scotland cases, on-going consultation will take place with them.

Useful details

LTA: 0208 487 7000

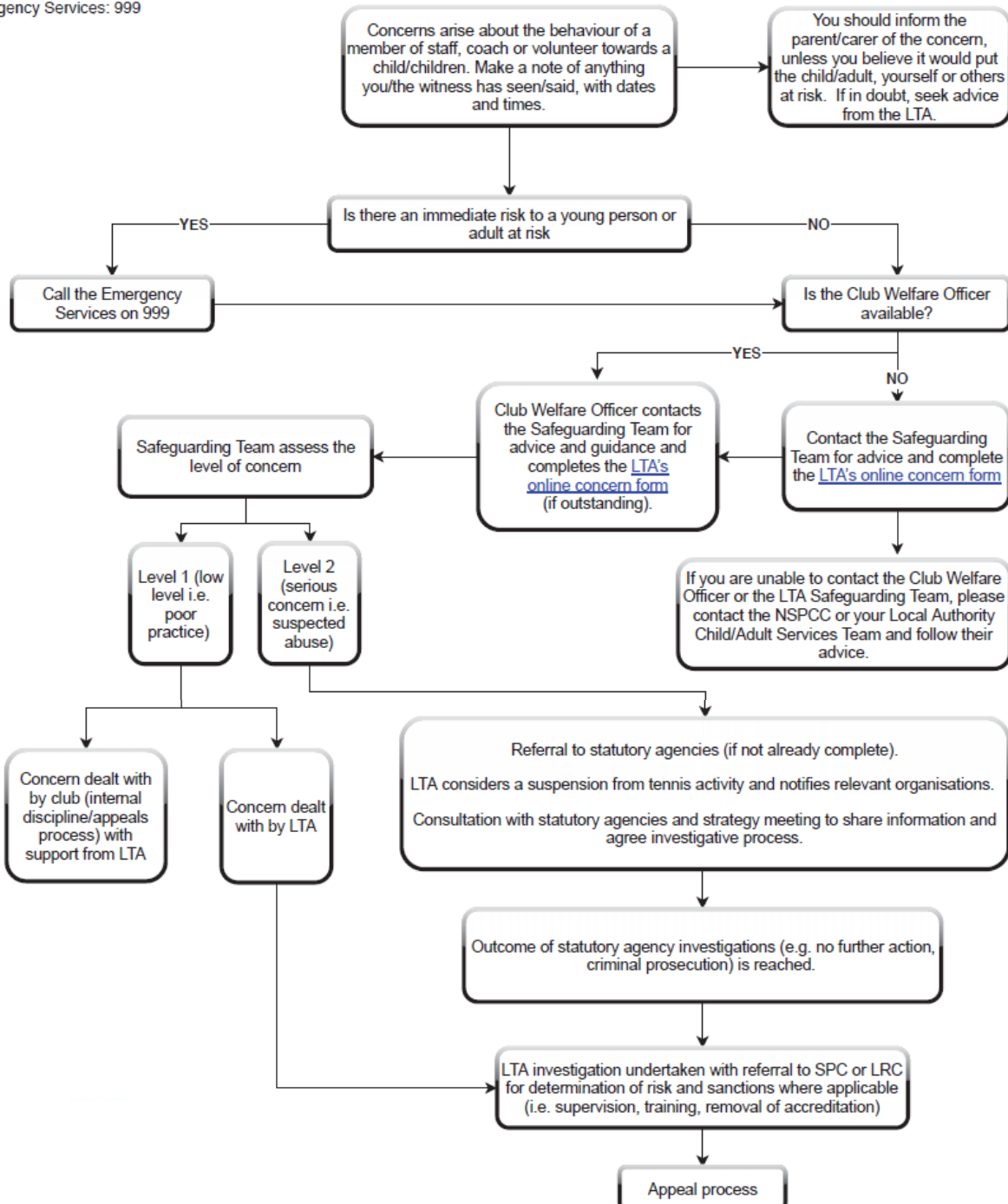
Email: safeguarding@lta.org.uk

Report a concern:

<https://safeguardingconcern.lta.org.uk>

NSPCC: 0800 800 5000

Emergency Services: 999



Safeguarding Policy

1. Policy statement

Seaford Town Council is committed to prioritising the well-being of all children and adults at risk, promoting safeguarding with its activities at all times, including all programmes and events run.

This Policy strives to minimise risk, deliver a positive tennis experience for everyone and respond appropriately to all safeguarding concerns/disclosures.

2. Use of terminology

Child: a person under the age of eighteen years.

Adult at risk: a person aged eighteen years or over who is, or may be, in need of community care services by reason of disability, age or illness; and is, or may be, unable to take care of, or unable to protect him or herself against abuse or neglect.

Safeguarding children: protecting children from abuse and neglect, preventing the impairment of children's health or development, ensuring that they grow up in circumstances consistent with the provision of safe and effective care, and taking action to enable all children to have the best life chances.

Safeguarding adults at risk: protecting adults from abuse and/or neglect. Enabling adults to maintain control over their lives and make informed choices without coercion. Empowering adults at risk, consulting them before taking action, unless someone lacks the capacity to make a decision, or their mental health poses a risk to their own or someone else's safety, in which case, always acting in his or her best interests.

(See Appendix A for full glossary of terms).

3. Scope

This Policy is applicable to all staff, councillors, volunteers, appointed coaches and club members. It is in line with national legislation and applicable across the UK.

Advice, guidance and support is available from the LTA Safeguarding Team.

4. Responsibility for the implementation of the Safeguarding Policy, Code of Conduct and Reporting Procedure

SAFEGUARDING IS EVERYONE'S RESPONSIBILITY: NOT RESPONDING TO A SAFEGUARDING CONCERN IS NOT AN OPTION.

- The Town Council has overall accountability for this Policy and its implementation
- The Town Council's Town Clerk and Welfare Officer (the Projects & Facilities Manager) are responsible for updating this Policy in line with legislative and Town Council developments
- All individuals involved in/present at The Salts tennis activities are required to adhere to the Policy and Code of Conduct
- The LTA Safeguarding Team and Tennis Scotland, Tennis Wales and Tennis Foundation Safeguarding Leads can offer support to help clubs proactively safeguard.

Where there is a safeguarding concern/disclosure:

- The individual who is told about, hears, or is made aware of the concern/disclosure is responsible for following the Reporting a Safeguarding Concern Procedure shown in the flowchart at the beginning of this policy. Unless someone is in immediate danger, they should inform the Town Council's Welfare Officer, LTA Safeguarding Team or National Safeguarding Lead.
- The Town Council's Welfare Officer and Safeguarding Leads are responsible for reporting safeguarding concerns to the LTA Safe Safeguarding Team.
- The LTA Safeguarding Team is responsible for assessing all safeguarding concern/disclosures that are reported to them and working with the Town Council's Welfare Officer and National Safeguarding Leads to follow up as appropriate on a case-by-case basis, prioritising the well-being of the child/ adult at risk at all times. Dependent on the concern/disclosure, a referral may be made to:
 - The police in an emergency (999);
 - East Sussex County Council's Children's Services Single Point of Advice team (01323 464 222)
 - East Sussex County Council's Adult Services team (0345 60 80 191)
 - Town Council's Welfare Officer (07519 121454 or 01323 894 870 or by email to tenniswelfare@seafordtowncouncil.gov.uk)

5. Breaches of the Safeguarding Policy, Code of Conduct and Reporting Procedure

Breaches of this Policy and/or failure to comply with the outlined responsibilities may result in the following:

- Disciplinary action leading to possible exclusion from using the facilities and legal action.
- Termination of current and future roles within the tennis activities and roles in other clubs, the LTA, Tennis Wales, Tennis Scotland and the Tennis Foundation.
- For Town Council employees, possible disciplinary action.
- For Town Councillors, possible referral to the District Council's Monitoring Officer.

Actions taken by players, parents or carers, staff, consultants, volunteers, officials, coaches inside or outside of the club that are seen to contradict this Policy may be considered a violation of this Policy.

Where an appeal is lodged in response to a safeguarding decision made by the club, the individual should adhere to the Town Council's appeal procedure, which is available on the Seaford Town Council website.

6. Whistleblowing

Safeguarding children and adults at risk requires everyone to be committed to the highest possible standards of openness, integrity and accountability. As a Town Council, we are committed to encouraging and maintaining a culture where people feel able to raise a genuine safeguarding concern and are confident that it will be taken seriously.

What is whistle blowing?

In the context of safeguarding, "whistle blowing" is when someone raises a concern about the well-being of a child or an adult at risk.

A whistle blower may be:

- a player;
- a volunteer;
- a coach;
- other member of staff;
- an official;
- a parent;
- a member of the public.

How to raise a concern about a child or an adult at risk at the club

If a child or an adult at risk is in immediate danger or risk of harm, the police should be contacted by calling 999.

Where a child or an adult at risk is not in immediate danger, any concerns about their well-being should be made without delay to the Town Council's Welfare Officer. The Welfare Officer will pass the details of the concern on to the LTA Safeguarding Team at the earliest opportunity and the relevant local authority and the police will be contacted, where appropriate.

If, however, the whistle blower does not feel comfortable raising a concern with the Town Council's Welfare Officer, the whistle blower should contact the LTA Safeguarding Team directly on 020 8487 7000, the Local Authority Designated Officer (LADO) or the NSPCC on 0808 800 5000.

The Town Council's Welfare Officer can be contacted on: 07519 121454 or 01323 894 870 or by email to tenniswelfare@seafordtowncouncil.gov.uk

Information to include when raising a concern

The whistle blower should provide as much information as possible regarding the incident or circumstance which has given rise to the concern, including:

- their name and contact details (unless they wish to remain anonymous);
- names of individuals involved;
- date, time and location of incident/circumstance; and
- whether any witnesses were present.

What happens next?

All concerns raised by a whistle blower about the well-being of a child or an adult at risk will be taken seriously and every effort will be made to deal with each concern fairly, quickly and proportionately.

If the whistle blower does not believe that the concern has been dealt with appropriately and wishes to speak to someone outside the club or the LTA Safeguarding Team, the NSPCC

Whistleblowing advice line should be contacted on 0800 028 0285 or by emailing

help@nspcc.org.uk.

Support

The Town Council will not tolerate any harassment, victimisation or unfair treatment of, and will take appropriate action to protect, whistle blowers when they raise a concern in good faith.

Codes of Conduct

All members of staff, volunteers, contractors, councillors and members agree to:

- Prioritise the well-being of all children and adults at risk at all times
- Treat all children and adults at risk fairly and with respect
- Be a positive role model. Act with integrity, even when no one is looking
- Help to create a safe and inclusive environment both on and off court
- Not allow any rough or dangerous behaviour, bullying or the use of bad or inappropriate language
- Report all allegations of abuse or poor practice to the Town Council's Welfare Officer
- Not use any sanctions that humiliate or harm a child or adult at risk
- Value and celebrate diversity and make all reasonable efforts to meet individual needs
- Keep clear boundaries between professional and personal life, including on social media
- Have the relevant consent from parents/carers, children and adults before taking or using photos and videos
- Refrain from making physical contact with children or adults unless it is necessary as part of an emergency or congratulatory (e.g. handshake / high five)
- Refrain from smoking and consuming alcohol during club activities or coaching sessions

- Ensure roles and responsibilities are clearly outlined and everyone has the required information and training
- Avoid being alone with a child or adult at risk unless there are exceptional circumstances
- Refrain from transporting children or adults at risk, unless this is required as part of a club activity (e.g. away match) and there is another adult in the vehicle
- Not abuse, neglect, harm or discriminate against anyone; or act in a way that may be interpreted as such
- Not have a relationship with anyone under 18 for whom they are coaching or responsible for
- Be acutely aware of the power that coaches and coaching assistants develop over players in the coaching relationship and avoid any intimacy (sexual or otherwise) with players

All children agree to:

- Be friendly, supportive and welcoming to other children and adults
- Play fairly and honestly
- Respect Town Council and tennis staff, volunteers and Officials and accept their decisions
- Behave, respect and listen to your coach
- Take care of your equipment and club property
- Respect the rights, dignity and worth of all participants regardless of age, gender, ability, race, culture, religion or sexual identity
- Not use bad, inappropriate or racist language, including on social media
- Not bully, intimidate or harass anyone, including on social media
- Not smoke, drink alcohol or drugs of any kind on Town Council premises or whilst playing at competitions or events
- Talk to the Town Council's Welfare Officer about any concerns or worries they have about themselves or others

All parents and carers agree to:

- Positively reinforce your child and show an interest in their tennis
- Use appropriate language at all times
- Be realistic and supportive
- Never ridicule or admonish a child for making a mistake or losing a match
- Treat all children, adults, volunteers, coaches, officials and members of staff with respect
- Behave responsibly at the venue; do not embarrass your child
- Accept the official's decisions and do not go on court or interfere with matches
- Encourage your child to play by the rules, and teach them that they can only do their best

- Deliver and collect your child punctually from the venue
- Ensure your child has appropriate clothing for the weather conditions
- Ensure that your child understands their code of conduct
- Adhere to your venue's safeguarding policy, diversity and inclusion policy, rules and regulations
- Provide emergency contact details and any relevant information about your child including medical history

Adopted: January 2022

Review: January 2024 - This Policy is reviewed every two years (or earlier if there is a change in national legislation or the LTA's model safeguarding policy)

Appendix A: Glossary of Terms

Safeguarding: protecting **children** from abuse and neglect, preventing the impairment of children's health or development, ensuring that children are growing up in circumstances consistent with the provision of safe and effective care, and taking action to enable all children to have the best life chances. Enabling **adults at risk** to achieve the outcomes that matter to them in their life; protecting their right to live in safety, free from abuse and neglect. Empowering and supporting them to make choices, stay safe and raise any concerns. Beginning with the assumption that an individual is best-placed to make decisions about their own wellbeing, taking proportional action on their behalf only if someone lacks the capacity to make a decision, they are exposed to a life-threatening risk, someone else may be at risk of harm, or a criminal offence has been committed or is likely to be committed.

Abuse and neglect

Physical abuse: A form of abuse which may involve hitting, shaking, throwing, poisoning, burning or scalding, drowning, suffocating or otherwise causing physical harm to a child or adult at risk. Physical harm may also be caused when a parent or carer fabricates the symptoms of, or deliberately induces illness

Sexual abuse: Involves forcing or enticing a child or young person to take part in abuse sexual activities, not necessarily involving a high level of violence, whether or not the child is aware of what is happening. The activities may involve physical contact, including assault by penetration (for example, rape or oral sex) or non-penetrative acts such as masturbation, kissing, rubbing and touching outside of clothing. They may also include non-contact activities, such as involving children in looking at, or in the production of, sexual images, watching sexual activities, encouraging children to behave in sexually inappropriate ways, or grooming a child in preparation for abuse (including via the internet). Sexual abuse is not solely perpetrated by adult males. Women can also commit acts of sexual abuse, as can other children

Emotional abuse: The persistent emotional maltreatment of a child or adult at risk such as to cause severe and persistent adverse effects on their emotional development. It may involve conveying to a child/ adult at risk that they are worthless or unloved, inadequate, or valued only insofar as they meet the needs of another person; not giving them opportunities to express their views; deliberately silencing them or 'making fun' of what they say or how they communicate. It may feature age or developmentally inappropriate expectations being imposed, including interactions that are beyond a child or adult at risk's developmental capability, as well as overprotection and limitation of exploration and learning, or preventing them

participating in normal social interaction. It may involve seeing or hearing the ill-treatment of another. It may involve serious bullying (including cyber bullying), causing a child or adult at risk to feel frightened or in danger, or the exploitation or corruption of children. Some level of emotional abuse is involved in all types of maltreatment of a child, though it may occur alone.

Neglect: The persistent failure to meet a child/ adult at risk's basic physical and/or psychological needs, likely to result in the serious impairment of their health or development. It may involve a parent or carer failing to:

- provide adequate food, clothing and shelter (including exclusion from home or abandonment);
- protect a child/ adult at risk from physical and emotional harm or danger;
- ensure adequate supervision (including the use of inadequate care-givers); or
- ensure access to appropriate medical care or treatment.

It may also include neglect of, or unresponsiveness to, a child's or adult at risk's basic emotional needs. Neglect may occur during pregnancy as a result of maternal substance abuse.

Additional examples of abuse and neglect of adults at risk

Financial abuse: having money or property stolen; being defrauded; being put under pressure in relation to money or other property; and having money or other property misused.

Discriminatory abuse: treating someone in a less favourable way and causing them harm, because of their age, gender, sexuality, gender identity, disability, socio-economic status, ethnic origin, religion and any other visible or non-visible difference.

Domestic abuse: includes physical, sexual, psychological or financial abuse by someone who is, or has been a partner or family member. Includes forced marriage, female genital mutilation and honour-based violence (an act of violence based on the belief that the person has brought shame on their family or culture). Domestic abuse does not necessarily involve physical contact or violence.

Psychological abuse: including emotional abuse, threats of harm or abandonment, deprivation of contact, humiliation, blaming, controlling, intimidation, coercion, harassment, verbal abuse, isolation or withdrawal from services or supportive networks.

Organisational abuse: where the needs of an individual are not met by an organisation due to a culture of poor practice or abusive behaviour within the organisation.

Self-neglect: behaviour which threatens an adult's personal health or safety (but not that of others). Includes an adult's decision to not provide themselves with adequate food, clothing, shelter, personal hygiene, or medication (when indicated), or take appropriate safety precautions

Modern slavery: encompasses slavery, human trafficking, criminal and sexual exploitation, forced labour and domestic servitude. Traffickers and slave masters use whatever means they have at their disposal to coerce, deceive and force individuals into a life of abuse, servitude and inhumane treatment.

- A person who is being abused may experience more than one type of abuse
- Harassment, and bullying are also abusive and can be harmful
- Female Genital Mutilation (FGM) is now recognised as a form of physical, sexual and emotional abuse that is practised across the UK
- Child Sexual Exploitation is recognised as a form of sexual abuse in which children are sexually exploited for money, power or status
- Child trafficking is recognised as child abuse where children are often subject to multiple forms of exploitation. Children are recruited, moved or transported to, or within the UK, then exploited, forced to work or sold
- People from all cultures are subject to abuse. It cannot be condoned for religious or cultural reasons
- Abuse can have immediate and long-term impacts on someone's well-being, including anxiety, depression, substance misuse, eating disorders and self-destructive Conducts, offending and anti-social Conduct
- Those committing abuse are most often adults, both male and female. However, child-to-child abuse also takes place.

Appendix B: What to do if a disclosure from a child or adult at risk is made to you:

1. **Listen** carefully and calmly to the individual
2. **Reassure** the individual that they have done the right thing and what they have told you is very important
3. **Avoid questioning** where possible, and never ask leading questions
4. **Do not promise secrecy.** Let the individual know that you will need to speak to the Welfare Officer/LTA Safeguarding Team because it is in their best interest. If you intend to speak to the police or social care, you should let them know this too.
5. **Report the concern.** In an emergency, call the police (999), otherwise talk to the Welfare Officer/LTA Safeguarding Team as soon as possible. Do not let doubt/personal bias prevent you from reporting the allegation
6. **Record** details of the disclosure and allegation using the LTA's online reporting a concern form within 24 hours. *If you do not have access to the online form, write down the details using what you have available then sign and date it.*

Appendix C

Reporting a Safeguarding Concern outside the Tennis Environment

What to do if a concern originates outside the tennis environment (e.g. at home, school or in the community) and is identified within a tennis setting.

For Tennis Wales / Tennis Scotland cases, on-going consultation will take place with them.

Useful details

LTA: 0208 487 7000

Email: safeguarding@lta.org.uk

Report a concern:

<https://safeguardingconcern.lta.org.uk>

NSPCC: 0808 800 5000

Emergency Services: 999

