



Seaford Town Council

Seaford Town Council Community Services Agenda – Thursday 7th March 2024

To the Members of the Community Services Committee

Councillors M Wearmouth (Chair), S Dubas (Vice Chair), S Ali, C Bristow, R Honeyman, O Honeyman, J Meek, G Rutland, I Taylor and L Wallraven

A meeting of the **Community Services Committee** will be held at the Council Chambers, 37 Church Street, Seaford, BN25 1HG, on **Thursday 7th March 2024** at **7.00pm**, which you are summoned to attend.

Adam Chugg
Town Clerk

1st March 2024

- **Members of the public are advised to register to attend to guarantee a place**
- **The meeting will be video recorded and uploaded to the Town Council's YouTube channel after the meeting**
- **See the end of the agenda for further details of public access and participation.**

AGENDA

1. [Apologies for Absence](#)

To consider apologies for absence.

2. [Disclosure of Interests](#)

To deal with any disclosure by Members of any disclosable pecuniary interests and interests other than pecuniary interests, as defined under the Seaford Town Council Code of Conduct and the Localism Act 2011, in relation to matters on the agenda.

3. [Public Participation](#)

To deal with any questions, or brief representations, from members of the public in accordance with relevant legislation and Seaford Town Council Policy.

4. [Projects & Facilities Update Report – March 2024](#)

To consider report 172/23 informing the committee on progress and actions relating to Seaford Town Council's assets and services (pages 5 to 10).

5. [Town Council's Project Log as at March 2024](#)

To consider report 178/23 presenting the Town Council's Project log as at March 2024 (pages 11 to 23).

6. [Community Services Committee Income & Expenditure up to 31st January 2024](#)

To consider report 159/23 presenting details of the Community Services income and expenditure up to 31st January 2024 (pages 24 to 36).

7. [Grass Verge Cutting Tender](#)

To consider report 176/23 informing the Committee about progress towards appointing a verge-cutting Contractor through a formal tendering process (pages 37 to 64).

8. [Rural Grass Cutting Services from East Sussex County Council 2024-2025.](#)

To consider report 175/23 advising the Committee of the option chosen for rural grass-cutting service (NOT urban verges) from East Sussex County Council (pages 65 to 68).

9. [Town Council-Owned Public Toilet Cleaning Tender](#)

To consider report 177/23 informing the Committee about progress towards appointing a public toilet cleaning contractor through a formal tendering process. (pages 69 to 94).

10. [Dog Waste Bins – Options for Future Arrangements](#)

To consider report 174/23 presenting options for dog waste bins across Seaford for the Committee to consider (pages 95 to 98).

11. [Compostable Toilet Locations](#)

To consider report 179/23 and seek approval of the next locations for the two accessible, compostable toilet blocks owned by the Town Council (pages 99 to 101).

12. [Salts Tennis Court Concessions](#)

To consider report 171/23 providing an update on the Town Council's launch of a Tennis Concession at The Salts and seek approval of the amended approach being taken in partnership with the Lawn Tennis Association (pages 102 to 132).

13. [Trades Person Framework](#)

To consider report 173/23 seeking approval of a Trades Person Framework being established that enables the Town Council to effectively address increasing maintenance demands across its portfolio of assets (pages 133 to 135).

AGENDA NOTES

For further information about items on this Agenda please contact:

Adam Chugg, Town Clerk, 37 Church Street, Seaford, East Sussex, BN25 1HG

Email: admin@seafordtowncouncil.gov.uk

Telephone: 01323 894 870

Circulation:

All Town Councillors, Young Mayor, Deputy Young Mayor and registered email recipients.

Public Access:

Members of the public looking to access this meeting will be able to do so by:

1. Attending the meeting in person.

The Town Council asks that you contact meetings@seafordtowncouncil.gov.uk or 01323 894 870 to register your interest in attending at least 24 hours before the meeting.

Spaces will be assigned on a first come, first served basis.

Please note that if you don't register and just attempt to turn up at the meeting, this could result in you not being able to attend if there is no space.

OR

2. Watching the recording of the meeting on the [Town Council's YouTube channel](#), which will be uploaded after the meeting has taken place.

Public Access to the Venue:

If you are attending the meeting in person, please arrive for 6.45pm for a 7.00pm start.

Public Participation:

Members of the public looking to participate in the public participation section of the meeting must do so in person, by making a verbal statement during the public participation section of the meeting.

Below are some key points for public participation in the meeting:

1. Your statement should be regarding business on the agenda for that meeting.
2. You will only be able to speak at a certain point of the meeting; the Chair of the meeting will indicate when this is.
3. You do not have to state your name if you don't want to.
4. If you are unsure of when best to speak, either query this with an officer/councillor ahead of the meeting or raise your hand during the public participation item of the meeting and ask the Chair – they will always be happy to advise.

5. When the Chair has indicated that it is the part of the meeting that allows public participation, raise your hand and the Chair will invite you to speak in order.
6. Statements by members of the public are limited to four minutes and you don't automatically have the right to reply. The Chair may have to cut you short if you overrun on time or try to speak out of turn – this is just to ensure the meeting stays on track.
7. Where required, the Town Council will try to provide a response to your statement but if it is unable to do so at the meeting, may respond in writing following the meeting.
8. Members of the public should not speak at other points of the meeting.
9. A summarised version of your statement, but no personal details, will be recorded in the minutes of the meeting.

Public Comments

Members of the public looking to submit comments on any item of business on the agenda can do so in writing ahead of the meeting and this will be circulated to all committee members. Comments can be submitted by email to meetings@seafordtowncouncil.gov.uk or by post to the Town Council offices.

Health & Safety Measures:

While Covid restrictions are no longer mandated the Town Council wishes to stay vigilant and mindful of the health and safety of its meeting participants by upholding the requirement that you should not attend the meeting if you are displaying any Covid-19 symptoms (or have tested positive) as identified on the [NHS website](#) or symptoms of any similarly contagious illness.



Seaford Town Council

Report No:	172/23
Agenda Item No:	4
Committee:	Community Services
Date:	7th March 2024
Title:	Projects & Facilities Update Report
By:	Louise Lawrence, Head of Assets, Projects & Services, and Sharan Brydon, Assets & Projects Manager
Purpose of Report:	To inform the Committee on progress and actions relating to Seaford Town Council's assets and services

Recommendations
The Committee is recommended:
<ol style="list-style-type: none">1. To note the contents of the report.2. To agree that the 2024 Seaford Christmas Magic event be held on Saturday 30th November 2024

1. Introduction

- 1.1 This report is presented at each Community Services Committee meetings, providing an update on key progress and actions relating to the Town Council's assets and services.
- 1.2 This report covers the following areas:
 - BinForGreenSeas – plastic recycling bin project
 - Seaford Christmas Magic 2024 Update
 - D-Day 80th Anniversary – Thursday 6th June 2024

2. BinForGreenSeas

- 2.1 The BinForGreenSeas is an iconically-designed bin for PET plastic waste, with the aim of raising awareness of marine plastics and reducing plastic pollution in the UK.

- 2.2 A grant application was submitted in January 2023 to GreenSeas Trust for a fully funded BinForGreenSeas. The outcome of the grant application is still awaited.
- 2.3 Full Council is required to approve the adoption of a new asset and as such, a report will be brought back to Full Council if the grant application is successful.
- 2.4 Assuming this is approved, the BinForGreenSeas would likely be sited next to the West View Kiosk (Frankie's) on the promenade and would be added to the Town Council's maintenance and assets lists.
- 2.5 At this stage, this update is just for noting.

3. Seaford Christmas Magic 2024 Update

- 3.1 Officers have been working with partners and stakeholders to discuss the format of the 2024 Seaford Christmas Magic, building upon the reformatted 2023 event.
- 3.2 Attached at Appendix A is an update on the event planning.
- 3.3 Committee is asked to agree that the 2024 Seaford Christmas Magic event be held on Saturday 30th November 2024.

4. D-Day 80th Celebration - Thursday 6th June 2024

- 4.1 To commemorate 80 years since D-Day this June, the Town Council is proposing a short commemorative ceremony offering a chance for residents, visitors, and community groups to come together and celebrate this special occasion.
- 4.2 Attached at Appendix B is an update on the event planning.

5. Financial Appraisal

- 5.1 There are no further financial implications as a result of this report.

6. Contact Officer

- 6.1 The Contact Officer for this report is Louise Lawrence, Heads of Assets, Projects and Services, and Sharan Brydon, Assets & Projects Manager.

2024 Seaford Christmas Magic Update

The Town Council has been working closely with traders and other partners for feedback to make the most out of the event in 2024.

MISSION

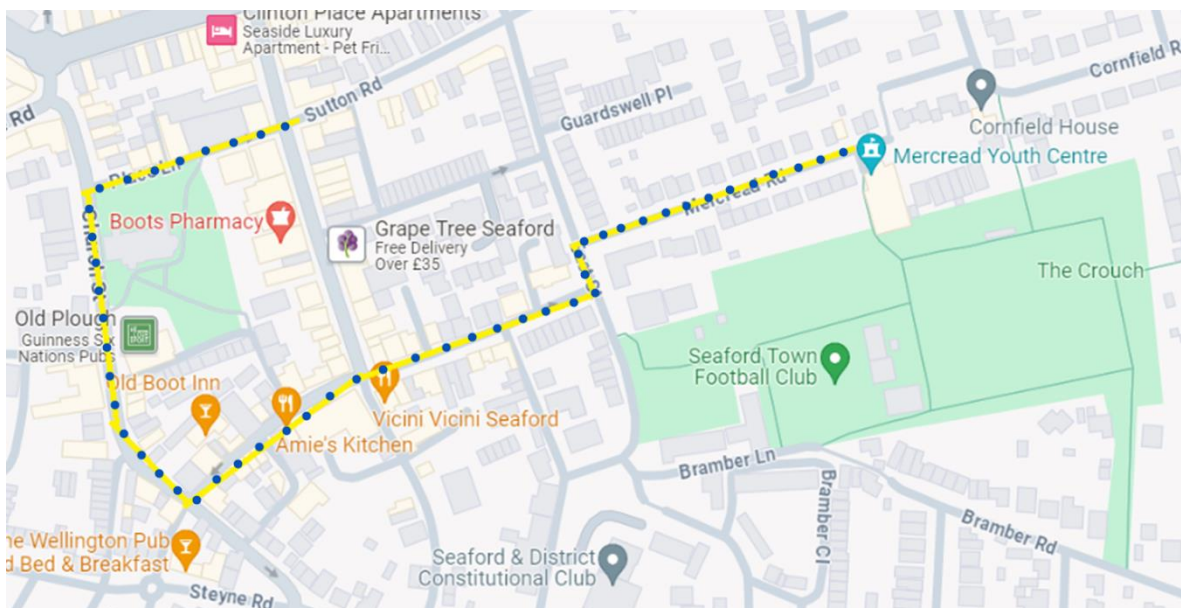
The mission for the event will remain the same to be inclusive, accessible, and affordable for our whole community to enjoy.

DATE

It is proposed that this year's Seaford Christmas Magic event is held on Saturday 30th November 2024 to ensure the town lights are active for the full month of December. Committee is being asked to agree the date of the event.

LANTERN PARADE

In order to ensure that the ever-growing and popular lantern parade can be accommodated, a new route has been proposed – see below:



CHRISTMAS MARKET & STALLS

In addition, this route will allow Seaford Traders Group to safely place a Christmas Market and stalls along Broad Street, encouraging more visitors on the day.

The Town Council are in support of the traders in their license application, however, all required paperwork and operational requirements for this commercial element will be run independently by the traders group themselves.

LANTERN MAKING

In the hope to make the event more inclusive and accessible, the event's creative partner (SCIP) will be approaching schools to take part in larger workshops, whilst also targeting certain community groups and businesses to get involved.

The make at home kits will once again be available and the Town Council will be exploring collection points across Seaford to promote engagement from the wider community.

CHRISTMAS GROTTTO

Following a successful complementary Christmas Grotto in 2023, the Town Council will once again be looking to offer this on the day to reflect the inclusive and affordable mission of the event.

We will however look for a sponsor or community group to lead on this element of the day and will be approaching the theatres and other groups to see if they would like to run the grotto with the Town Council's support.

GIFT GIVING CAMPAIGN 'SEAFORD SECRET SANTA'

Seaford Secret Santa giving campaign will once again be launched at the event and hopes to grow on the success of 2023 and raise 400 gifts for local families in 2024, doubling the total from last year.

CHRISTMAS LIGHTS

The lantern parade will once again culminate in the switching on of the town's Christmas lights.

ENTERTAINMENT STAGE

Officers will explore the potential of having an entertainment sponsor who will programme the stage and look after this element on the day. Should a sponsor be sourced, it might be considered to include entertainment throughout the day. Note this will not be possible should it be required for STC to hold the responsibility and workload of this.

STAKEHOLDER ENGAGEMENT

The Town Council will be dedicating time to connect with the wider Seaford community to get further engagement for the event and will particularly be looking to engage with:

- Councillors
- Seaford Town Council concessions
- Local businesses
- Theatre groups
- Charity groups
- Community interest groups

SPONSORSHIP

The Town Council hopes to grow the sponsorship for 2024 and will ideally be looking for financial support in the following areas.

- Lantern parade
- Entertainment stage
- Christmas grotto

As it stands the budget for the event is £6,000.

80th D-Day Anniversary – Thursday 6th June 2024

Event Update

The mission for the event will be to offer a celebration for all ages which is inclusive, affordable and community oriented.

Thursday 6th June - 18:30 onwards:

- Seaford Churches asked to ring their bells at 18:30
- Tribute from the Town Crier, 5 mins (19:55-20:00)
- Seaford Brass band play for further 45 mins (20:05-20:55)
- Words from the Mayor, 3 mins (20:55-21:00)
- Drummers or bagpiper leading up to lighting of beacon, 10/15 mins (21:00-21:15)
- Lighting of the Beacon at Splash Point (21:15)

This event will aim to bring together the groups involved in Armed Forces Day to celebrate this on Thursday 6th June 2024, in alignment with the nationwide celebration.

The Town Council will share details of the event with the wider Seaford community to get further engagement and to share the message of the celebration. Groups informed will include.

- Councillors
- Armed Forces Day Committee
- Town Council concessions
- Local businesses
- Theatre groups
- Charity groups
- Community interest groups
- Schools



Seaford Town Council

Report No:	178/23
Agenda Item No:	5
Committee:	Community Services
Date:	7th March 2024
Title:	Town Council Projects Log as at March 2024
By:	Louise Lawrence, Head of Assets, Projects & Services
Purpose of Report:	To present the Town Council's Project Log as at March 2024

Recommendations

The Committee is recommended:

1. To note the contents of the report and the project log as presented.

1. Introduction

- 1.1** Please see the list attached (Appendix A) of projects that are currently either being worked on or waiting for officer time so work can start on the project.
- 1.2** Each project has a status which is reviewed every two weeks.
- 1.3** New projects are added to the list as they come in and are then triaged once a quarter, with a brief going to the Community Services Committee seeking any necessary approvals.
- 1.4** Projects that are on hold are triaged against urgency, start dates or officer time.
- 1.5** The up-to-date project list will be presented at each Community Services Committee meeting.
- 1.6** To confirm, the project list is a working document that is regularly reviewed and updated by officers. The Committee is asked to note the contents of this report and the project log as presented.

2. Financial Appraisal

2.1 There are no direct financial implications of this report.

3. Contact Officer

3.1 The contact officer for this report is Louise Lawrence, Head of Assets, Projects & Services.

Town Council's Project Log – March 2024

	PROJECT AREA	PROJECT NAME	DESCRIPTION	COMMITTEE REPORT	COMPLETION FORECAST	STATUS
1	MAINTENANCE	SEAFORD HEAD SIGNAGE	Partnership approach (LDC/ESCC and agencies) to agree simple clear signage at Seaford Head	COMMUNITY SERVICES	2024	ACTIVE
2	MAINTENANCE	GROUNDS MAINTENANCE	Working Group to be set up summer 2025. Contract ends 2026	COMMUNITY SERVICES 2025	2026	ACTIVE
3	COMMUNITY	Bid Writer	Framework for options to attract external funding for project work	COMMUNITY SERVICES 7th March 2024	2024	ACTIVE
4	COMMUNITY	Bin For Green Seas	Looking into having a Bin For Green Seas on the seafront	COMMUNITY SERVICES 7th March 2024	2024	NEW
5	EVENTS	Christmas Magic 2024	Working with various groups to look at the design and delivery of the event for 2024	COMMUNITY SERVICES 7th March 2024	2024	ACTIVE
6	MAINTENANCE	COMPOSTABLE TOILETS ROLL OUT	Placement of Temporary Toilets at other locations	COMMUNITY SERVICES 7th March 2024	2024	ACTIVE

	PROJECT AREA	PROJECT NAME	DESCRIPTION	COMMITTEE REPORT	COMPLETION FORECAST	STATUS
7	EVENTS	D DAY EVENT	Nationwide D-Day celebration to mark 80th year.	COMMUNITY SERVICES 7th March 2024	2024	ACTIVE
8	COMMUNITY	DOG WASTE BINS	Considering use of bins	COMMUNITY SERVICES 7th March 2024	2024	ACTIVE
9	CONCESSIONS	RETENDERING SALTS CAFÉ	January tender documents		2024	ACTIVE
10	COMMUNITY	SALTS AND CROUCH SIGNAGE	Welcome sign for the Salts to include all user groups using the recreational area		2024	ACTIVE
11	OPEN SPACES	THE SALTS TENNIS	Tender to attract a Coach for the Salts	COMMUNITY SERVICES 7th March 2024	2024	ACTIVE
12	LEASE/CONTRACTS	TOILET CLEANING	Cleaning contracts tender	COMMUNITY SERVICES 7th March 2024	2024	ACTIVE
13	OPEN SPACES	Community Orchard	Brighton Permaculture planting bid for Seaford	COMMUNITY SERVICES JUNE 2024	2024	NEW
14	MAINTENANCE	OLD GREEN KEEPERS HUT	New roof and doors to be built	COMMUNITY SERVICES June 2024	2024	ACTIVE

	PROJECT AREA	PROJECT NAME	DESCRIPTION	COMMITTEE REPORT	COMPLETION FORECAST	STATUS
15	MAINTENANCE	MARTELLO TOWER MAINTENANCE	Heritage surveyor's report received and investigating Grant Funding with the Arts Council for the project.	FULL COUNCIL	2024	ACTIVE
16	COMMUNITY	CROUCH WORKING GROUP	Planning application and STFC lease	FULL COUNCIL 2024	2024	ACTIVE
17	COMMUNITY	SOUTH HILL BARN BUILDING Working Group	CSC 14.09.23 RESOLVED to APPROVE establishing a South Hill Barn Working Group as per the terms of reference presented at this meeting.	Full council September		ACTIVE
18	GOLF CLUB	17/18TH HOLE	Moving the 17/18th hole further away from the cliff edge	THE VIEW AND GOLF		ACTIVE
19	MAINTENANCE	GREEN KEEPERS SHIPPING CONTAINER	Storage container for Green keepers to be purchased and placed April 2024	THE VIEW AND GOLF	2024	ACTIVE
20	OPEN SPACES	The Salts Play parks	New Gym at The Salts, renewing of any items in both playgrounds that parts cannot be sourced		2024	NEW

	PROJECT AREA	PROJECT NAME	DESCRIPTION	COMMITTEE REPORT	COMPLETION FORECAST	STATUS
21	MAINTENANCE	ASBESTOS COMPLIANCE	Asbestos inspection - follow up sticker placement ongoing		2023	ACTIVE
22	ASSETS	Assets Log	Establish an asset log and strategy		2024	NEW
23	OPEN SPACES	Assets Strategy	Looking at creating a solid strategy and list of all open space assets and their commercial viability		2024	NEW
24	MAINTENANCE	BONNINGSTEDT WALL REMEDIAL WORKS	Concrete blocks placed in front of collapsed wall for winter 2023/2024. Currently looking at carrying out repair works in 2024.			ACTIVE
25	COMMUNITY	BOWLING CLUB LIGHTS	Working with Bowling Club on installation of footpath lighting		2024	ACTIVE
26	ASSETS	Bowling Club Notice Board	LDC have gifted the noticeboard near to the bowling club to STC. Rebranding to STC will take place.		2024	ACTIVE
27	COMMUNITY	Bus Shelters	Install and maintain 3 bus shelters		2024	NEW

	PROJECT AREA	PROJECT NAME	DESCRIPTION	COMMITTEE REPORT	COMPLETION FORECAST	STATUS
28	MAINTENANCE	BUTTRESS ON FLINT WALL IN CROUCH	Quotes being sought for repairs.		2023	ACTIVE
29	EVENTS	Christmas Lights Tender	Looking at the contract for the installation, storage and derig of the Christmas Lights		2025	NEW
30	CONCESSIONS	Concession Handover	Handover all expiring tenders and prepare a full inventory for files across 4 sites (The Salts, Martello Cafe, Beach Huts & Old Town Hall)		2024	ACTIVE
31	MAINTENANCE	CRYPT MAINTENANCE	2 large windows to be repaired.			ACTIVE
32	COMMUNITY	DEFIBRILLATORS	Add Bishopstone unit to assets and inspection schedule -once installed		2024	ACTIVE
33	EVENTS	EXERCISE CLASSES ON OPEN SPACES	Exercise Classes on Green Spaces, Licences, agreed space & times		2024	ACTIVE
34	COMMUNITY	FIELDS IN TRUST	Protecting green areas		2024	ACTIVE
35	OPEN SPACES	Filming Strategy	Develop a filming strategy. Looking at creating a solid strategy and creating		2024	ACTIVE

	PROJECT AREA	PROJECT NAME	DESCRIPTION	COMMITTEE REPORT	COMPLETION FORECAST	STATUS
			marketing assets for maximum commercial viability			
36	SPONSORSHIP	GOLF SPONSORSHIP	Explore sponsorship options		2024	ACTIVE
37	COMMUNITY	LEASES FOR ASSETS	Lease management systems		2024	NEW
38	GOLF CLUB	LOCKERS FOR GOLF CLUB	New lockers		2023/24	ACTIVE
39	COMMUNITY	MARTELLO BEACH HUT LICENCE CONDITIONS - REVIEW	Beach hut licence conditions to be reviewed and updating.			NEW
40	COMMUNITY	MARTELLO BEACH HUT RENTALS	3 year lease renewal review		2024	ACTIVE
41	COMMUNITY	MARTELLO BEACH HUT RENTALS	2x Beach Huts will be available for rental from April 2024.		2024	ACTIVE

	PROJECT AREA	PROJECT NAME	DESCRIPTION	COMMITTEE REPORT	COMPLETION FORECAST	STATUS
42	ASSETS	Martello Beach Huts	Community Mural on the back of Martello Beach Huts		2025	NEW
43	COMMUNITY	MARTELLO TOILETS	Build commence November		2024	ACTIVE
44	COMMUNITY	MENS SHED	Establish a 'Mens Shed' in Seaford		2023	NEW
45	COMMUNITY	MERCREAD CENTRE	Cycle rack, green compost, outdoor storage/container and community garden		2024	ACTIVE
46	COMMUNITY	MOTOR HOME PARKING	Project to consider Motor Home parking & signage		2024	NEW
47	EVENTS	MOU AGREEMENTS	Review MOU Agreements Bonfire, Remembrance		2024	ACTIVE
48	COMMUNITY	New Water Refill Station	Replacing the water refill station on Frankie's Kiosk with a standalone station elsewhere on the promenade		2024	NEW

	PROJECT AREA	PROJECT NAME	DESCRIPTION	COMMITTEE REPORT	COMPLETION FORECAST	STATUS
49	COMMUNITY	RAIN GARDEN AT THE SALTS PLAY PARK	A rain garden in case of flooding at the play park		2026	NEW
50	CONCESSIONS	RETENDERING Bönningstedt Prom x 2 spaces	January tender documents		2024	ACTIVE
51	CONCESSIONS	RETENDERING Martello Cafe	January tender documents		2024	ACTIVE
52	CONCESSIONS	RETENDERING Old Town Hall	January tender documents		2024	ACTIVE
53	CONCESSIONS	RETENDERING Splash Point	January tender documents		2024	ACTIVE
54	CONCESSIONS	RETENDERING West View Beach Huts	January tender documents		2024	ACTIVE
55	CONCESSIONS	RETENDERING West View Beach Huts	January tender documents		2024	ACTIVE
56	COMMUNITY	SALTS SPORTS PITCHES	Investment into all weather sports pitches and hub			ACTIVE
57	ASSETS	Salts Toilets	Refurbish project plan - (agreed 7th December 2023)			NEW

	PROJECT AREA	PROJECT NAME	DESCRIPTION	COMMITTEE REPORT	COMPLETION FORECAST	STATUS
58	MAINTENANCE	SERVICING CONTRACTS	Contract to maintain our assets		2024	ACTIVE
59	MAINTENANCE	SERVICING CONTRACTS (LEGIONELLA)	Routine Legionella inspections being arranged.		2024	ACTIVE
60	COMMUNITY	SKATE PARK SHELTER	Replacement shelter at the skatepark		2025	NEW
61	EVENTS	South Hill Barn Side Barn	Sorting and removing all unrequired elements from the space		2024	ACTIVE
62	MAINTENANCE	SOUTH HILL BARN STRUCTURAL MAINTENANCE (DRAINAGE)	Maintenance ongoing.		2024	ACTIVE
63	ASSETS	South Street Toilet	Costings and options for south street toilets - (agreed 7th December 2023)			NEW
64	MAINTENANCE	SOUTH STREET TOILETS ROOF REPAIRS	Quotes being sought for repairs.		2024	ACTIVE
65	CONCESSIONS	Sponsorship and launch new Martello Cafe facility	Looking at getting initial sponsorship for the new site		2024	ACTIVE

	PROJECT AREA	PROJECT NAME	DESCRIPTION	COMMITTEE REPORT	COMPLETION FORECAST	STATUS
66	ASSETS	Storm boards	Storm board placement, publicity and responsibility.		2024	NEW
67	CONCESSIONS	Street Market License	Looking at revising the street marketing policy and licensing documentation		2024	ACTIVE
68	CONCESSIONS	Tenders Policy	Looking at revising the tenders framework and associated documentation		2024	ACTIVE
69	COMMUNITY	TENNIS SAFEGUARDING	Project to implement policy		2024	ACTIVE
70	OPEN SPACES	THE SALTS PLAYPARK RESURFACING	Resurfacing of the under 5s and toddlers area		2025	NEW
71	MAINTENANCE	THE SALTS TENNIS COURTS	Two floodlights not working			ACTIVE
72	THE VIEW	THE VIEW - LEAK REPAIRS	The View roof need repairing and a contract sought for maintenance		2024	ACTIVE
73	THE VIEW	THE VIEW-HANDOVER MAINTENANCE	Maintenance of the first floor, including painting, repairs, carpet cleaning, windows, kitchen extractor fan.		2024	ACTIVE

	PROJECT AREA	PROJECT NAME	DESCRIPTION	COMMITTEE REPORT	COMPLETION FORECAST	STATUS
74	EVENTS	WATER REFILL SPONSORSHIP	Source sponsorship for new water refill station in Martello Fields.		2024	ACTIVE
75	COMMUNITY	WATER REFILL STATION ON SEAFRONT	A standalone station to replace the one on Frankie's kiosk		2024	NEW
76	COMMUNITY	WEST VIEWBEACH HUTS RENTAL	Review of rental duration and charge		2024	NEW



Seaford Town Council

Report No:	159/23
Agenda Item No:	6
Committee:	Community Services
Date:	7th March 2024
Title:	Community Services Committee Income & Expenditure up to 31st January 2024
By:	Lucy Clark, Finance Manager
Purpose of Report:	To inform the Community Services Committee of Income and Expenditure up to 31st January 2024

Recommendations
The Committee is recommended:
1. To note the contents of the report.

1. Information

- 1.1 Attached in Appendix A is the detailed income and expenditure for the period of 1st April – 31st January 2024 for the Community Services Committee compared with the annual budget:
- 1.2 The significant variances are attached in Appendix B.
- 1.3 Although some account codes have exceeded their budgets, the underspends elsewhere and exceeded income, offset these overspends.

2. Financial Appraisal

- 2.1 This report represents the income and expenditure figures from 1st April 2023 to 31st January 2024. The overall income has already exceeded budget at 102.2% / £267,088, with the expenditure lower than expected for this time of year at 69.9% / £492,127.

3. Contact Officer

- 3.1 The Contact Officer for this report is Lucy Clark, Finance Manager.

Detailed Income & Expenditure by Budget Heading 31/01/2024

Month No: 10

Committee Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
Community Services							
<u>105 Salts Recreation Ground</u>							
1022 CIL Grants	11,196	0	(11,196)			0.0%	
1025 Income Sponsorship	230	0	(230)			0.0%	230
1050 Income Rent	2,270	2,150	(120)			105.6%	
1051 Income Insurance Recharge	1,766	1,820	54			97.0%	
1055 Income Memorial Bench	2,550	0	(2,550)			0.0%	
1057 Income Electricity Recharge	6,559	13,400	6,841			48.9%	
1058 Income Water Recharge	(24)	4,750	4,774			(0.5%)	
1066 Income Concession	23,400	23,400	0			100.0%	
1073 Sports Pitch Hire & Green Fees	4,322	4,500	178			96.0%	
1095 Income Tennis Annual Pass	2,695	4,235	1,540			63.6%	
1096 Income Tennis Pay & Play	2,475	3,240	765			76.4%	
1097 Income Tennis Coaching Fees	0	990	990			0.0%	
	57,438	58,485	1,047			98.2%	230
Salts Recreation Ground :- Income							
4018 Water Refill Maint	36	0	(36)		(36)	0.0%	36
4052 Water & Sewerage	8,841	9,500	659		659	93.1%	
4053 Tennis Electric	209	0	(209)		(209)	0.0%	
4054 Salts Cafe Electric	6,559	0	(6,559)		(6,559)	0.0%	
4055 Electricity	605	15,400	14,795		14,795	3.9%	
4095 Tennis Court Expenditure	1,094	7,675	6,581		6,581	14.3%	
4096 LTA Loan	0	3,750	3,750		3,750	0.0%	
4100 Telecommunications	215	300	85		85	71.7%	
4115 Insurance	3,554	3,670	116		116	96.8%	
4155 Professional Fees	0	500	500		500	0.0%	
4201 Cleaning & Hygiene	1,635	0	(1,635)		(1,635)	0.0%	
4250 Memorial Bench	2,425	0	(2,425)		(2,425)	0.0%	
4251 Dog Bin Emptying	1,820	2,070	250		250	87.9%	
4252 Additional Litter Pick	0	1,000	1,000		1,000	0.0%	
4260 Grounds Maintenance Contract	55,412	74,325	18,913		18,913	74.6%	
4261 General Maintenance	3,468	5,000	1,532		1,532	69.4%	
4275 Building Maintenance	4,909	5,000	91		91	98.2%	
4276 CCTV	660	1,000	340		340	66.0%	
4283 Playground	34,746	21,000	(13,746)		(13,746)	165.5%	8,500
	126,188	150,190	24,002	0	24,002	84.0%	8,536
Salts Recreation Ground :- Indirect Expenditure							
	(68,750)	(91,705)	(22,955)				
Net Income over Expenditure							
6000 plus Transfer from EMR	8,536						
6001 less Transfer to EMR	230						
Movement to/(from) Gen Reserve	(60,444)						

Detailed Income & Expenditure by Budget Heading 31/01/2024

Month No: 10

Committee Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
106 Crouch Recreation Ground							
1050 Income Rent	2,550	2,550	0			100.0%	
1051 Income Insurance Recharge	636	655	19			97.2%	
1055 Income Memorial Bench	1,200	0	(1,200)			0.0%	
1058 Income Water Recharge	299	2,250	1,951			13.3%	
1073 Sports Pitch Hire & Green Fees	10,996	10,500	(496)			104.7%	
Crouch Recreation Ground :- Income	15,681	15,955	274			98.3%	0
4052 Water & Sewerage	1,724	4,500	2,776		2,776	38.3%	
4115 Insurance	886	915	29		29	96.8%	
4155 Professional Fees	1,438	0	(1,438)		(1,438)	0.0%	
4250 Memorial Bench	1,930	0	(1,930)		(1,930)	0.0%	
4251 Dog Bin Emptying	1,300	1,410	110		110	92.2%	
4260 Grounds Maintenance Contract	24,033	31,900	7,867		7,867	75.3%	
4261 General Maintenance	4,883	3,000	(1,883)		(1,883)	162.8%	
4275 Building Maintenance	815	2,700	1,885		1,885	30.2%	
4283 Playground	1,400	5,000	3,600		3,600	28.0%	
Crouch Recreation Ground :- Indirect Expenditure	38,409	49,425	11,016	0	11,016	77.7%	0
Net Income over Expenditure	(22,728)	(33,470)	(10,742)				
107 Martello Fields							
1011 Income Filming	1,170	0	(1,170)			0.0%	
1050 Income Rent	6,960	5,000	(1,960)			139.2%	
Martello Fields :- Income	8,130	5,000	(3,130)			162.6%	0
4251 Dog Bin Emptying	1,040	1,130	90		90	92.0%	
4260 Grounds Maintenance Contract	11,078	14,785	3,707		3,707	74.9%	
4261 General Maintenance	497	2,000	1,503		1,503	24.8%	
4501 Filming Expenses	78	0	(78)		(78)	0.0%	
Martello Fields :- Indirect Expenditure	12,692	17,915	5,223	0	5,223	70.8%	0
Net Income over Expenditure	(4,562)	(12,915)	(8,353)				
108 Other Open Spaces							
1011 Income Filming	313	0	(313)			0.0%	
1025 Income Sponsorship	250	0	(250)			0.0%	250
1050 Income Rent	90	90	0			100.0%	
1055 Income Memorial Bench	95	0	(95)			0.0%	
Other Open Spaces :- Income	748	90	(658)			830.6%	250
4018 Water Refill Maint	36	0	(36)		(36)	0.0%	36

Detailed Income & Expenditure by Budget Heading 31/01/2024

Month No: 10

Committee Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4052 Water & Sewerage	84	450	366		366	18.7%	
4115 Insurance	48	60	12		12	79.8%	
4154 Land Registry Fees	0	60	60		60	0.0%	
4250 Memorial Bench	430	0	(430)		(430)	0.0%	
4251 Dog Bin Emptying	2,080	2,255	175		175	92.2%	
4260 Grounds Maintenance Contract	19,951	23,785	3,835		3,835	83.9%	
4261 General Maintenance	5,754	7,000	1,246		1,246	82.2%	
4275 Building Maintenance	0	1,000	1,000		1,000	0.0%	
4501 Filming Expenses	112	0	(112)		(112)	0.0%	
Other Open Spaces :- Indirect Expenditure	28,495	34,610	6,115	0	6,115	82.3%	36
Net Income over Expenditure	(27,747)	(34,520)	(6,773)				
6000 plus Transfer from EMR	36						
6001 less Transfer to EMR	250						
Movement to/(from) Gen Reserve	(27,961)						
<u>113 Crypt</u>							
1051 Income Insurance Recharge	0	300	300			0.0%	
1057 Income Electricity Recharge	1,466	0	(1,466)			0.0%	
1058 Income Water Recharge	169	0	(169)			0.0%	
1063 Income Gas Recharged	1,013	0	(1,013)			0.0%	
Crypt :- Income	2,648	300	(2,348)			882.5%	0
4052 Water & Sewerage	169	0	(169)		(169)	0.0%	
4055 Electricity	1,320	0	(1,320)		(1,320)	0.0%	
4056 Gas	1,013	0	(1,013)		(1,013)	0.0%	
4115 Insurance	289	300	11		11	96.4%	
4275 Building Maintenance	3,071	500	(2,571)		(2,571)	614.1%	1,764
4279 Fire & Security	75	0	(75)		(75)	0.0%	
Crypt :- Indirect Expenditure	5,937	800	(5,137)	0	(5,137)	742.1%	1,764
Net Income over Expenditure	(3,289)	(500)	2,789				
6000 plus Transfer from EMR	1,764						
Movement to/(from) Gen Reserve	(1,525)						
<u>114 South Street</u>							
4201 Cleaning & Hygiene	1,210	0	(1,210)		(1,210)	0.0%	
4275 Building Maintenance	2,212	2,000	(212)		(212)	110.6%	
South Street :- Indirect Expenditure	3,421	2,000	(1,421)	0	(1,421)	171.1%	0
Net Expenditure	(3,421)	(2,000)	1,421				

Detailed Income & Expenditure by Budget Heading 31/01/2024

Month No: 10

Committee Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
115 Martello Tower							
4115 Insurance	3,256	2,890	(366)		(366)	112.7%	
4275 Building Maintenance	8,395	4,000	(4,395)		(4,395)	209.9%	
Martello Tower :- Indirect Expenditure	11,651	6,890	(4,761)	0	(4,761)	169.1%	0
Net Expenditure	(11,651)	(6,890)	4,761				
116 Seaford Head Estate							
1011 Income Filming	19,900	25,000	5,100			79.6%	
1021 Income South Hill Barn	1,234	1,000	(234)			123.4%	
1050 Income Rent	5,000	10,000	5,000			50.0%	
1053 Income Grants	3,250	3,250	0			100.0%	
1055 Income Memorial Bench	248	0	(248)			0.0%	
1066 Income Concession	2,915	3,180	265			91.7%	
1200 Income Nature Reserve	629	0	(629)			0.0%	
Seaford Head Estate :- Income	33,175	42,430	9,255			78.2%	0
4115 Insurance	454	470	16		16	96.7%	
4155 Professional Fees	625	0	(625)		(625)	0.0%	
4156 Bank Charges	8	0	(8)		(8)	0.0%	
4250 Memorial Bench	1,317	0	(1,317)		(1,317)	0.0%	
4251 Dog Bin Emptying	1,040	1,130	90		90	92.0%	
4260 Grounds Maintenance Contract	1,071	1,205	134		134	88.9%	
4261 General Maintenance	2,066	3,000	934		934	68.9%	
4275 Building Maintenance	199	1,000	801		801	19.9%	
4500 Nature Reserve Expenses	20,648	18,000	(2,648)		(2,648)	114.7%	
4501 Filming Expenses	3,970	9,500	5,530		5,530	41.8%	
Seaford Head Estate :- Indirect Expenditure	31,398	34,305	2,907	0	2,907	91.5%	0
Net Income over Expenditure	1,777	8,125	6,348				
117 Seafont							
1011 Income Filming	9,355	200	(9,155)			4677.5%	
1019 Rechargeable Income	453	0	(453)			0.0%	
1025 Income Sponsorship	710	0	(710)			0.0%	710
1057 Income Electricity Recharge	9,237	12,000	2,764			77.0%	
1058 Income Water Recharge	121	200	79			60.6%	
1066 Income Concession	56,480	59,060	2,580			95.6%	
1084 Income Promenade	0	200	200			0.0%	
Seafont :- Income	76,355	71,660	(4,695)			106.6%	710
4018 Water Refill Maint	154	0	(154)		(154)	0.0%	154

Detailed Income & Expenditure by Budget Heading 31/01/2024

Month No: 10

Committee Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4019 Rechargeable Expenditure	365	0	(365)		(365)	0.0%	
4022 Telescope Expenditure	342	0	(342)		(342)	0.0%	
4052 Water & Sewerage	121	200	79		79	60.6%	
4055 Electricity	8,747	12,000	3,253		3,253	72.9%	
4115 Insurance	925	965	40		40	95.9%	
4201 Cleaning & Hygiene	3,894	0	(3,894)		(3,894)	0.0%	
4250 Memorial Bench	60	0	(60)		(60)	0.0%	
4253 Shelters	1,239	2,625	1,386		1,386	47.2%	
4261 General Maintenance	25,786	10,000	(15,786)		(15,786)	257.9%	
4270 Vehicles & Equipment Maint	586	100	(486)		(486)	586.0%	
4275 Building Maintenance	2,638	2,500	(138)		(138)	105.5%	
4501 Filming Expenses	2,084	40	(2,044)		(2,044)	5208.8%	
Seafront :- Indirect Expenditure	46,941	28,430	(18,511)	0	(18,511)	165.1%	154
Net Income over Expenditure	29,414	43,230	13,816				
6000 plus Transfer from EMR	154						
6001 less Transfer to EMR	710						
Movement to/(from) Gen Reserve	28,857						
<u>118 Beach Huts</u>							
1054 Income Other	385	0	(385)			0.0%	
1057 Income Electricity Recharge	38	300	263			12.5%	
1060 Beach Huts Site Licence	28,411	28,410	(1)			100.0%	
1061 Beach Hut Annual Rent	12,463	12,465	2			100.0%	
1066 Income Concession	4,725	3,900	(825)			121.2%	
1094 Income Seasonal Beach Huts	14,550	15,260	710			95.3%	
Beach Huts :- Income	60,571	60,335	(236)			100.4%	0
4051 Rates	4,454	4,445	(9)		(9)	100.2%	
4052 Water & Sewerage	22	0	(22)		(22)	0.0%	
4055 Electricity	162	300	138		138	53.9%	
4110 Advertising & Publicity	0	250	250		250	0.0%	
4115 Insurance	572	600	28		28	95.3%	
4258 Seasonal Beach Hut Revenue Exp	12,971	14,500	1,529		1,529	89.5%	
4275 Building Maintenance	2,292	2,000	(292)		(292)	114.6%	
Beach Huts :- Indirect Expenditure	20,473	22,095	1,622	0	1,622	92.7%	0
Net Income over Expenditure	40,098	38,240	(1,858)				

Detailed Income & Expenditure by Budget Heading 31/01/2024

Month No: 10

Committee Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>119</u> <u>Old Town Hall</u>							
1050 Income Rent	1,461	1,600	139			91.3%	
1051 Income Insurance Recharge	184	190	6			96.8%	
Old Town Hall :- Income	<u>1,645</u>	<u>1,790</u>	<u>145</u>			<u>91.9%</u>	<u>0</u>
4115 Insurance	184	190	6		6	96.8%	
4275 Building Maintenance	270	1,200	930		930	22.5%	
Old Town Hall :- Indirect Expenditure	<u>454</u>	<u>1,390</u>	<u>936</u>	<u>0</u>	<u>936</u>	<u>32.6%</u>	<u>0</u>
Net Income over Expenditure	<u>1,191</u>	<u>400</u>	<u>(791)</u>				
<u>121</u> <u>Seaford in Bloom</u>							
1025 Income Sponsorship	500	450	(50)			111.1%	
Seaford in Bloom :- Income	<u>500</u>	<u>450</u>	<u>(50)</u>			<u>111.1%</u>	<u>0</u>
4402 Seaford in Bloom	5,649	5,800	151		151	97.4%	
Seaford in Bloom :- Indirect Expenditure	<u>5,649</u>	<u>5,800</u>	<u>151</u>	<u>0</u>	<u>151</u>	<u>97.4%</u>	<u>0</u>
Net Income over Expenditure	<u>(5,149)</u>	<u>(5,350)</u>	<u>(201)</u>				
<u>125</u> <u>Allotments</u>							
1050 Income Rent	1,254	1,150	(104)			109.1%	
Allotments :- Income	<u>1,254</u>	<u>1,150</u>	<u>(104)</u>			<u>109.1%</u>	<u>0</u>
4261 General Maintenance	816	500	(316)		(316)	163.2%	
Allotments :- Indirect Expenditure	<u>816</u>	<u>500</u>	<u>(316)</u>	<u>0</u>	<u>(316)</u>	<u>163.2%</u>	<u>0</u>
Net Income over Expenditure	<u>438</u>	<u>650</u>	<u>212</u>				
<u>130</u> <u>Other Recreation</u>							
4410 Swimming Pool	0	10,000	10,000		10,000	0.0%	
Other Recreation :- Indirect Expenditure	<u>0</u>	<u>10,000</u>	<u>10,000</u>	<u>0</u>	<u>10,000</u>	<u>0.0%</u>	<u>0</u>
Net Expenditure	<u>0</u>	<u>(10,000)</u>	<u>(10,000)</u>				
<u>134</u> <u>CCTV</u>							
4055 Electricity	2,048	6,000	3,952		3,952	34.1%	
4115 Insurance	406	425	19		19	95.5%	
4276 CCTV	0	8,755	8,755		8,755	0.0%	
CCTV :- Indirect Expenditure	<u>2,454</u>	<u>15,180</u>	<u>12,726</u>	<u>0</u>	<u>12,726</u>	<u>16.2%</u>	<u>0</u>
Net Expenditure	<u>(2,454)</u>	<u>(15,180)</u>	<u>(12,726)</u>				

Detailed Income & Expenditure by Budget Heading 31/01/2024

Month No: 10

Committee Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
135 Community Service Events							
1019 Rechargeable Income	80	0	(80)			0.0%	
1054 Income Other	100	25	(75)			400.0%	
1070 Armed Forces Day Income	276	200	(76)			138.1%	
1075 Income Christmas Event	0	3,000	3,000			0.0%	
1083 Income Street Market	648	440	(208)			147.3%	
Community Service Events :- Income	1,104	3,665	2,561			30.1%	0
4019 Rechargeable Expenditure	80	0	(80)		(80)	0.0%	
4115 Insurance	62	65	3		3	96.0%	
4195 Events Expenditure	1,286	1,600	314		314	80.4%	
4273 Christmas Lights	7,184	10,000	2,816		2,816	71.8%	
4281 Christmas Event Expenses	5,267	9,000	3,733		3,733	58.5%	
4282 Armed Forces Day Expenditure	1,523	2,000	477		477	76.1%	
Community Service Events :- Indirect Expenditure	15,403	22,665	7,262	0	7,262	68.0%	0
Net Income over Expenditure	(14,299)	(19,000)	(4,701)				
225 Projects Pool							
1014 CIL & S106 Receipts	7,839	0	(7,839)			0.0%	7,839
Projects Pool :- Income	7,839	0	(7,839)				7,839
4095 Tennis Court Expenditure	(8,338)	0	8,338		8,338	0.0%	
4155 Professional Fees	1,394	15,000	13,606		13,606	9.3%	894
4257 Seafront Improvement Plan	0	10,000	10,000		10,000	0.0%	
4259 Bönningstedt Wall	1,191	0	(1,191)		(1,191)	0.0%	
4274 Projects Expenditure	5,369	36,000	30,631		30,631	14.9%	
4421 Martello Toilets Capital Costs	138,611	220,000	81,389		81,389	63.0%	118,031
4424 South Hill Barn Development	3,250	20,000	16,750		16,750	16.3%	
Projects Pool :- Indirect Expenditure	141,477	301,000	159,523	0	159,523	47.0%	118,925
Net Income over Expenditure	(133,638)	(301,000)	(167,362)				
6000 plus Transfer from EMR	118,925						
6001 less Transfer to EMR	7,839						
Movement to/(from) Gen Reserve	(22,552)						
301 Planning & Highways							
4263 Bus Shelter Maintenance/Clean	270	1,000	730		730	27.0%	
Planning & Highways :- Indirect Expenditure	270	1,000	730	0	730	27.0%	0
Net Expenditure	(270)	(1,000)	(730)				
Community Services :- Income	267,088	261,310	(5,778)			102.2%	
Expenditure	492,127	704,195	212,068	0	212,068	69.9%	
Net Income over Expenditure	(225,039)	(442,885)	(217,846)				

Detailed Income & Expenditure by Budget Heading 31/01/2024

Month No: 10

Committee Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
plus Transfer from EMR	129,415						
less Transfer to EMR	9,029						
Movement to/(from) Gen Reserve	(104,653)						
Grand Totals:- Income	267,088	261,310	(5,778)			102.2%	
Expenditure	492,127	704,195	212,068	0	212,068	69.9%	
Net Income over Expenditure	(225,039)	(442,885)	(217,846)				
plus Transfer from EMR	129,415						
less Transfer to EMR	9,029						
Movement to/(from) Gen Reserve	(104,653)						

Community Services Meeting - 7th March 2024

		Previously Reported	Current Update
105	Salts Recreation Ground		
1022	CIL Grants	14.09.23: this income is from a successful Community Infrastructure Levy (CIL) application to part fund the resurfacing of the play park pathway. 07.12.23: as previously reported.	
1025	Income Sponsorship	14.09.23: this income is from sponsorship of the water refill station (this is also the same for the water refill stations within the Seafront cost centre 117) 07.12.23: as previously reported.	
1055	Income Memorial Bench	14.09.23: this income relates to sponsorship of memorial benches that are not budgeted for due to income not being certain. The costs are offset by the income code which is the same across all cost centre (except for cost centre 116 where the income was received in 2022/23 but showing in 2023/24). 07.12.23: as previously reported.	
1057	Electricity Recharge	07.12.23: this is the recharge for the Salts Café. The budget is lower than expected for this period due to the expenditure being lower than budgeted.	07.03.24: as previously reported
1058	Income Water Recharge	14.09.24: this is currently showing as a negative income due to an accrual for the previous year. This also relates to The Crouch cost centre 106. 07.12.23: as previously reported.	07.03.24: the next recharges are currently being looked into at the time of reporting.
1095	Income Tennis Annual Pass		07.03.24: income for the tennis annual passes has been lower than anticipated when the budget was originally set and it is unlikely that this will meet the budget by the year end.
1096	Income Tennis Pay & Play		07.03.24: income for the tennis pay and play has been lower than anticipated when the budget was originally set and it is unlikely that this will meet the budget by the year end.
1097	Income Tennis Coaching Fee	07.12.23: there is no longer an expected income for 2023/24.	07.03.24: as previously reported.
4018	Water Refill Maintenance		07.03.24: whilst this account is showing as overbudget, the expense is taken from the Water Refill EMR.
4052	Water & Sewerage	14.09.23: whilst these costs are quite low, it is expected that further invoices will be received later in the year for higher amounts. Castle Water's invoicing was quite problematic for budget purposes as they invoiced in advance but then issued credits going back over a year and then issued revised invoices which became very messy. A new contract has recently been set up with Business Stream who invoice after meter readings have been taken and so it is anticipated the new invoices will be more regular and make it easier to budget. This relates to all cost centres within this Committee. 07.12.23: costs have shot up more than expected since the last report which is currently being investigated by Business Stream as it is thought that there is a problem with the meter.	07.03.24: the meter issued has been resolved and the year end costs are now anticipated to be around the budgeted mark.
4053 4054 4055	Tennis Electric Salts Café Electric Salts Electric (Cricket)	14.09.23: the original budget for all The Salts electric was put under 4055. However, the code has now been split to show the Tennis & the Salts Café separately but resulting in the budget still showing in 4055. A virement will be done to adjust the budgets accordingly. It can also be noted that the overall costs are lower than budgeted which, if continues, could result in an underspend at the year end. 07.12.23: whilst this is as above, it can also be noted that the overall costs are lower than budgeted which, if continues, could result in an underspend at the year end. It should also be noted that the costs within 4054 are offset by the income code 1057.	07.03.24: as previously reported.
4095	Tennis Court Expenditure		07.03.24: whilst this shows a lower expenditure for this time of year, £5,400 has been budgeted and approved to be put into the Tennis EMR at year end. (This is a stipulation of the LTA loan).

		Previously Reported	Current Update
4096	LTA Loan	07.12.23: the loan repayment was moved forward a year by the LTA due to the temperature issues. Repayments will continue from April 2024 so the unspent amount of £3,750 should be moved to an EMR at the year end.	07.03.24: as previously reported.
4115	Insurance	14.09.23: the insurance chares are all paid at the beginning of the financial year so no further costs are expected. This is the same for all cost centres. Whilst the cost centre for Martello Tower (115) shows as being overbudget, this is offset by the rest of the areas that are underbudget. 07.12.23: as previously reported.	
4201	Cleaning & Hygiene		07.03.24: this overspend relates to the cleaning of the Salts Toilets which is now the responsibility of the Town Council rather than LDC.
4250	Memorial Bench		07.03.24: as explained within 1055 above.
4283	Playground	14.09.23: this is showing as overbudget due to the resurfacing of the pathways. However, this was part funded by an Ear Marked Reserve (EMR) for £8,500 and offset by the CIL income of £11,196. This still leaves £13,612 in the budget for the remainder of the year. 07.12.23: as previously reported but with £5,950 left in the budget.	07.03.24: as previously reported.

		Previously Reported	Current Update
106	The Crouch		
1058	Income Water Recharge		07.03.24: the next recharges are currently being looked into at the time of reporting.
1073	Sports Pitch Hire & Green Fees	14.09.23: most of this budget will be received in August and October.	
4052	Water & Sewerage	07.12.23: whilst the budget % is very high, credits are in the process of being issued by Business Stream due to the previous company giving incorrect meter readings when Business Stream took over.	07.03.24: the credits have now been issued which will result in the account being underbudget by the year end.
4261	General Maintenance		07.03.24: this account is overspent due to re-hanging all the gates leading into the Crouch.
117	Martello Fields		
1050	Income Rent	14.09.23: the income is higher due to prudent budgeting where it was not certain if annual rentals would be returning. 07.12.23: as previously reported.	
108	Other Open Spaces		
1011	Income Filming	14.09.23: as income for filming within this cost centre is not certain, the income and expenditure are not budgeted for. The income offsets the costs. This is also the same for filming within the Seafront, cost centre 117. 07.12.23: as previously reported.	
113	The Crypt		
1051	Insurance Recharge	14.09.23: this budget was set when it was expected that a lease would be in place and so the insurance costs could be recharged. Until such time a lease is agreed, this cost cannot be recharged. 07.12.23: as previously reported.	
1057 1058 1063 4052 4055 4056	Income Electric Recharge Income Water Recharge Income Gas Recharge Water & Sewerage Electricity Gas	14.09.23: no budgets had been set against these account codes as it was expected to be transferred to the leaseholder. Until the lease is in place, the costs are being paid by the Town Council but are being recharged to the current tenants, resulting in a nil effect by the year end. 07.12.23: as previously reported.	
114	South Street Toilets		
4201	Cleaning & Hygiene		07.03.24: this overspend relates to the cleaning of the South Street Toilets which is now the responsibility of the Town Council rather than LDC.
4275	Building Maintenance	07.12.23: this has gone overbudget due to the essential structural works being carried out.	07.03.24: as previously reported.
115	Martello Tower		
4275	Building Maintenance	14.09.23: this has gone overbudget due to the essential structural survey works being carried out. 07.12.23: as previously reported.	
116	Seaford Head Estate		
1200	Income Nature Reserve		07.03.24: this income relates to the donations received via the South Hill Barn donation box and online.
4155	Professional Fees	14.09.23: this overspend is due to survey works being carried out at South Hill Barn. 07.12.23: as previously reported.	
4500	Nature Reserve Expenses	14.09.23: the costs are more than budgeted due to the budget being based on 5% increase but as the contract increases with RPI, this was near 12%. It is not expected to receive any further costs this year. 07.12.23: as previously reported.	
117	Seafront		
4201	Cleaning & Hygiene	14.09.23: this spend relates to the additional cleaning for the Martello Toilets. 07.12.23: as previously reported.	
4261	General Maintenance		07.03.24 - this has been significantly overspend due to the costs for the installing of concrete blocks at the Bönningstedt end of the Seafront. The costs are being met from general reserves as per a previous report to Full Council in November 2023.

		Previously Reported	Current Update
4270	Vehicles & Equipment Maintenance	14.09.23: this overspend relates to the defibrillator pads costing £28 more than budgeted. 07.12.23: as previously reported.	07.03.24 - this account has gone further overbudget due to the defibrillator casing becoming damaged and needing to be replaced.
118	Beach Huts		
1054	Income Other	14.09.23: this income relates to admin fees imposed when beach huts are sold. 07.12.23: as previously reported.	
1057	Income Electricity	14.09.23: this currently lower than the expenditure due to not recharging a whole invoice but issuing electric cards with various amounts requested by the beach hut owners. It is expected that during the year, the income will catch up with the expenditure. 07.12.23: as previously reported.	
4275	Building Maintenance	14.09.23: the costs are higher than expected due to the installation of the new picket gates at either end of the Bönningstedt Beach Huts. 07.12.23: as previously reported.	
125	Allotments		
4261	General Maintenance	14.09.23: the overbudgeted expenditure relates to essential works to fill holes in the ground that had become unsafe. 07.12.23: as previously reported.	
134	CCTV		
4676	CCTV		07.03.24: Whilst there are no current costs showing for 23/24, February accounts will include £9,680.44 for the budgeted annual costs and a one off cost of £25,204 for the installation of the new CCTV which is to come from general reserves as previously approved at Full Council in September 23. However, Sussex Police have confirmed that the Town Council will be issued with a grant of £8,660 towards this one off cost resulting in the actual cost for the installation being £16,544.
135	Community Services Events		
1054	Income Other	07.12.23: this income relates to a donation towards Christmas Magic from Scribefest following the Town Council's successful entry to their photo competition.	07.03.24: as previously reported.
1075	Income Christmas Event		07.03.24: Following the successful new Christmas Magic format, income as before is no longer generated. However, this is more than offset by the lower costs.
225	Projects Pool		
1014	CIL & S106 Receipts	14.09.23: this income relates to the 25% of CIL passed on by Lewes District Council, which was received in April. A further amount will be received in October dependent on the developments that have taken place in the area. All CIL receipts are transferred into the CIL EMR. 07.12.23: as previously reported.	
4095	Tennis Court Expenditure	14.09.23: this is showing as a negative spend due to an accrual for these costs being made at the year end. Once the invoices for these costs are received, then the actual spend will return to zero (therefore all costs for the tennis courts will show in 2022 - 2023). 07.12.23: as previously reported.	
4257	Seafront Improvement Plan		07.03.24: this budget was for the fingerpost signs. It has been agreed as part of this year's budget process to put this in an EMR at year end so as this work can commence next year instead.
4259	Bönningstedt Wall		07.03.24: this overspend is due to the storage container, and moving of materials.



Seaford Town Council

Report No:	176/23
Agenda Item No:	7
Committee:	Community Services
Date:	7th March 2024
Title:	Grass Verge Cutting Tender
By:	Chris Moore, Temporary Projects Officer
Purpose of Report:	To inform the Committee about progress towards appointing a verge-cutting Contractor through a formal tendering process

Recommendations
The Committee is recommended:
1. To note the contents of the report.

1. Information

- 1.1 As recorded in the December Community Services meeting minutes, the Committee resolved to approve the motion (report 127/23) for Seaford Town Council to self-deliver a grass verge-cutting contract for two years, with the option to extend for a further three years. The decision supported the outcomes of a public consultation.
- 1.2 The contract will concern urban verges only and include a minimum of two cut and collects per year on a sliding scale (with the possibility of more), working in consultation with the Climate Change Sub-Committee and other local experts and interested parties.
- 1.3 There is an online map [available here](#), which clearly identifies the locations and designations of the verges across the town.

2. The Tendering Process and Contract

- 2.1 Officers were charged to undertake the necessary processes to identify and appoint a contractor to undertake this work. Officers have worked with others

to look further into contracting implications, costs and experimental cutting, and from this developed a project schedule as per below:

Date*	Action
11-Mar	Tender advertised on Town Council website and Contracts Finder
11-Mar	Tender advertised on other platforms
08-Apr	Deadline for submission of completed tenders
08-Apr	Hard and soft copy (electronic) tenders opened in the presence of at least two Councillors
10-Apr	Evaluation of all tenders
18-Apr	Results notified to successful/unsuccessful tenderers
22-Apr	Debriefs for unsuccessful tenderers (by telephone)
23-Apr	Inaugural contract meeting with successful Contractor
24-Apr	Contract commences
03-Jun	First monthly Contract review meeting

* may be subject to change, if required

- 2.2** The draft tender pack has been drawn up and is included at Appendix B.
- 2.3** Officers have sought legal checks, which may affect the wording of the tender but not materially change the intent of the tender.
- 2.4** The tender pack sets out the details of the contract being tendered for but an overview of the key elements of this are also highlighted below.
- 2.5** The contract term is two years (with a possible extension of a further three years) and continuity is dependent on satisfactory completion of the works outlined in this document.
- 2.6** The services now being sought include grass cutting, strimming, blowing and weed control. During this contract, in line with the Town Council's ecological and biodiversity considerations, some areas may be reallocated as wildflower areas and the contractor will already have agreed to adapt their schedules to accommodate this.
- 2.7** The contract will begin in summer 2024, with the following approach:
- (a)** Year one (2024), 4 or 6 cuts (cut and collect)
 - (b)** Year two (2025), aim to maintain 4 cuts (or 5 or 6 if appropriate) and experiment with cut and collect, cut and drop and clay vs chalk for flower diversity

- (c) [optional] Year three (2026), expected contract adaptations based on the findings from years one and two
 - (d) [optional] Years four (2027) and five (2028), progress will be evaluated and plan for the next contract period
- 2.8** The contractor will aim to cut verges from Monday to Friday between the hours of 7:30 to 18:30, with minimum inconvenience to residents and the public.
- 2.9** Since it is not possible accurately to predict the precise number of mowings that might be required on any site in any one year, the Schedule of Works includes a minimum number of mowings, but the contractor will be paid on a pro-rata basis for additional cuts, dependent upon the prevailing weather conditions throughout the growing season and at the discretion of the Town Council.
- 2.10** Cut and collect approaches will be used to remove as much grass as possible in order to encourage wildflowers to grow, and the contractor will also avoid, where appropriate, disturbance of wildlife.
- 2.11** The Town Council is conscious of the need to protect and enhance the natural environment and in co-operation with local conservation or volunteer groups may, during the term of the contract, designate areas for their involvement in redevelopment projects or routine care and maintenance. The contractor will co-operate with the Town Council and the groups to ensure the success of such schemes.
- 2.12** This is a new venture for the Town Council. In order to strike the best balance between providing ecological benefits and making the verges safe and well-maintained, officers are working with Trees for Seaford and the Climate Change Sub-Committee Chair and Vice-Chair to arrive at an effective approach to measuring the impact of cut and collect on the urban verges. Officers have also gathered a great deal of comparator guidance and the contract specifically requires some experimentation and flexibility throughout.
- 2.13** To confirm, the tender will be advertised on 11th March 2024 and closing on 8th April 2024. It is anticipated that the contractor will start from 24th April 2024.

3. Financial Information

- 3.1** The option offered by East Sussex County Council for self-delivery requires town councils to take on responsibility to deliver all urban grass verge-cutting in its area, which must include a minimum of two cuts over the course of the year. East Sussex County Council will pay Seaford Town Council the sum of £7,654 to do this.
- 3.2** £30,000 has been included in the 2024 - 2025 budget for the grass cutting contract. Once the tender process is completed and contract awarded, the Town Council will know the actual cost of the grass cutting service for 2024 – 2025 and future years.

4. Contact Officer

- 4.1** The Contact Officer for this report is Louise Lawrence, Head of Assets, Projects & Services.



Seaford Town Council

INVITATION TO TENDER – GRASS VERGE MAINTENANCE IN SEAFORD

PART A: CONTENTS & INTRODUCTION

**CONTENTS – THIS WILL BE COMPLETED LAST, THEN PAGINATION,
PARAGRAPH NUMBERING – ALL PARAGRAPHS WILL BE NUMBERED, NOT
BULLET-POINTED**

A1 INTRODUCTION

If you are a sole trader/micro-business, or a small or medium enterprise, we know at Seaford Town Council that tenders like this can feel heavy, requiring much of your valuable time. However, because we dispense taxpayer funds, it is only right that we must comply with financial controls and regulations.

Please be assured that our approach to tendering is about **dialogue**, not just ‘box-ticking’. At this starting point, if you think this tendering process is just ‘too much’ then please contact chris.moore@seafordtowncouncil.gov.uk or call him on 07719 517337 for an informal discussion. We aim to operate transparently, and you are invited to raise questions and issues with us, throughout the process, so that we may all learn and improve. We reserve the right to share anonymised questions and answers with other applicants unless business (or otherwise) sensitive – you must make this clear in any communication.

This tender is for an urban grass verge maintenance contract in the coastal town of Seaford, East Sussex. Seaford Town Council (STC) is seeking a Contractor to carry out all aspects of verge maintenance work at a variety of locations around the Town (please go to

<https://escc.maps.arcgis.com/apps/webappviewer/index.html?id=5c524023058c4aa088a37b49b0d90814> and zoom in to see the verges in scope).

This contract is suitable for SMEs.

Note: “Contractor”, “Provider”, “Supplier”, “You” and “Your” refer to the business or company completing this tender. “STC”, “the Authority”, “the Council”, “the Customer” and “the Client” refer to the purchasing organisation (Seaford Town Council) that is seeking to award the contract.



- STC is now inviting suitable Contractors to submit a tender for a ‘one plus one’ (years) initial arrangement (ie two years), beginning on April 24th 2024; after that, there are mutual options to renew, of one to three years, subject to performance. Documents can be found at: <https://www.seafordtowncouncil.gov.uk/contracts-and-tenders/> or obtained from projectsandfacilities@seafordtowncouncil.gov.uk to whom any enquiries should also be emailed.

This package includes the following documents to support your bid:

- Part A: Contents and Introduction (this part)**
- Part B: Invitation to Tender (below)**
- Part C: Standard Contract & Conditions (below)**
- Part D: Forms for Completion (below)**

If you find that any documents are missing or will not open, please contact us immediately: you can email chris.moore@seafordtowncouncil.gov.uk or call him on 07719 517337.

A2 INSTRUCTIONS FOR TENDERERS AND PROJECT TIMETABLE

This document is presented in four parts, marked A-D. **Part D (see below) is the only section we ask you to complete.** You should complete (in Part D) all the following forms (all but one of which are very short):

- FORM D1: UNDERTAKING AND NON-COLLUSION
- FORM D2: ORGANISATION AND CONTACT DETAILS
- FORM D3: GROUNDS FOR MANDATORY REJECTION
- FORM D4: GROUNDS FOR DISCRETIONARY REJECTION
- FORM D5: PRICING SCHEDULE
- FORM D6: TURNOVER & STAFF
- FORM D7: INSURANCES
- FORM D8: APPROACH & KNOWLEDGE
- FORM D9: EXAMPLES OF CONTRACTS YOU HAVE DELIVERED
- FORM D10: EQUAL OPPORTUNITIES
- FORM D11: QUALITY ASSURANCE
- FORM D12: HEALTH AND SAFETY
- FORM D13: ENVIRONMENTAL MANAGEMENT
- FORM D14: SEAFORD TOWN COUNCIL – SOCIAL VALUE PLEDGE INVITATION

Please note particularly (below) the dates set for the inaugural contract meeting, contract commencement and first contract review meeting, as these dates – regrettably – are non-negotiable.

Day	Date*	What
Monday	11-Mar	Tender advertised on STC Website & Contracts Finder
Monday	11-Mar	Tender advertised on other platforms
Monday	08-Apr	Deadline for submission of completed tenders



Monday	08-Apr	Hard and soft copy (electronic) tenders opened in the presence of at least two Councillors
Wednesday	10-Apr	Evaluation of all tenders
Thurs	18-Apr	Results notified to successful/unsuccessful tenderers
Monday	22-Apr	Debriefs for unsuccessful tenderers (by telephone)
Tuesday	23-Apr	Inaugural contract meeting with successful Contractor
Wednesday	24-Apr	Contract commences
Monday	03-Jun	First monthly Contract review meeting

* Subject to change (eg in the event of local/national elections before/in May 2024)

A3 COMPLETING YOUR TENDER

First, download a Word or Adobe (.pdf) copy of the tendering documentation and save it as 'Seaford Town Council ORIGINAL'. Then choose your update/version file names as you go along "Version1, Version2" etc.

You should be able to complete the form within Adobe (using the editing functions). In Word, the 'boxes' should expand as you enter your information. Some parts of the form may be protected, but remember, you can always go back to your original Word document. In .pdf, some parts of the form may be protected: but, again, remember you can always go back to your original.

If you prefer to submit your responses as appended documents (ie as attachments, in Word or as .pdfs in Adobe) then please label your responses so that they can be referenced to the original questions easily. If you are having problems completing any part of the tender, then please contact chris.moore@seafordtowncouncil.gov.uk or call him on 07719 517337.

Make sure you attach

- your completed documents covering all the (short) forms in Part D
- your insurance documents (please see D12 for details)
- East Sussex County Council's 'Duty of Care' Contract handover requirements (listed in Part D7)
- any separate attachment you have created or wish to offer (but NOT brochures or general marketing material)

Please take careful note: Your completed application should be returned: **EITHER** by hard copy post (to be received no later than Monday April 8th 2024) in an envelope marked "**Grass Verge Cutting in Seaford**" and addressed to: The Town Clerk, Seaford Town Council, 37 Church Street, Seaford, East Sussex BN25 1HG; **OR** by email to tenders@seafordtowncouncil.gov.uk with the subject heading "**Grass Verge Cutting in Seaford**" (please note, this a different email address to the others mentioned in this document).



A4 ADDITIONAL INFORMATION FOR CONTRACTORS

- All tender bids will be treated as private and confidential (and destroyed/deleted at the conclusion of the tendering process) but Seaford Town Council reserves the right to publish the cost to taxpayers of the winning tender
- Any responses to queries raised by bidders will be included in documents entitled 'Additional Information for Bidders #1 (and then #2, #3 and so on)'. These will be found with the tender documentation at the Town Council's Contracts and Tenders page on its website, at <https://www.seafordtowncouncil.gov.uk/contracts-and-tenders/>. The 'Additional Information for Bidders' will be updated regularly, up to April 7th 2024, sharing anonymised questions and our responses
- Seaford Town Council reserves the right not to award any contract as a result of this tender, and will award in line with the award criteria described at our "Evaluation" section, and not necessarily in line with the lowest bids
- Prospective Contractors **must not** contact Town Council Councillors or Staff to encourage or support their tender outside the prescribed process: any such intervention could lead to immediate disqualification from the tendering process
- The successful tender together with the Council's written acceptance will form a binding agreement in the terms of the Contract documents

A5 PASS/FAIL CRITERIA

<p>Failure of any one of the Pass / Fail questions listed below will mean automatic disqualification from this tendering process.</p> <p>(NB THIS CHECKLIST IS FOR YOUR INFORMATION AND OUR INTERNAL PURPOSES ONLY – PLEASE DO NOT ENTER DATA IN THE TABLE BELOW).</p>	
Tender returned on time	PASS / FAIL
Undertaking and non-collusion form signed	PASS / FAIL
Has the organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences? (<i>Answer "Yes" only if they have been convicted</i>)	
(a) Conspiracy	PASS / FAIL
(b) Corruption	PASS / FAIL
(c) Bribery	PASS / FAIL
(d) Fraud (including not paying taxes or social security contributions)	PASS / FAIL
(e) Money laundering within the meaning of Money Laundering Regulations 2003 or Money Laundering Regulations 2007; or	PASS / FAIL
(f) Any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State	PASS / FAIL
Public Liability Insurance: for any one event, insured up to £10m	PASS / FAIL
Employers Liability Insurance: for any one event, insured up to £10m	PASS / FAIL



Professional Indemnity Insurance: for any one event, insured up to £10m	PASS / FAIL
---	-------------

A6 EVALUATION MODEL

This evaluation model will be used for this tender:

SCORING CRITERIA	
Quality of Responses	60%
Price	40%
Total	100%

QUALITY OF RESPONSES	
Scoring Aspect	Percentage (as 100% of 60%)
Part D/Compliance forms completed	15%
Form D8: Methodology and approach	20%
Form D8: Knowledge and experience	20%
Form D9: Project examples	15%
Mitigating risk, unexpected issues, variables	5%
Locality	5%
Nature and scale of organisation	5%
Policies/procedures provided	5%
References	5%
Added Value	5%

PRICE	
Scoring Aspect	Percentage (as 100% of 40%)
Contract price proposed	65%
Additional instances cost/s proposed	15%
Clarity of pricing proposals	15%
Added Value	5%

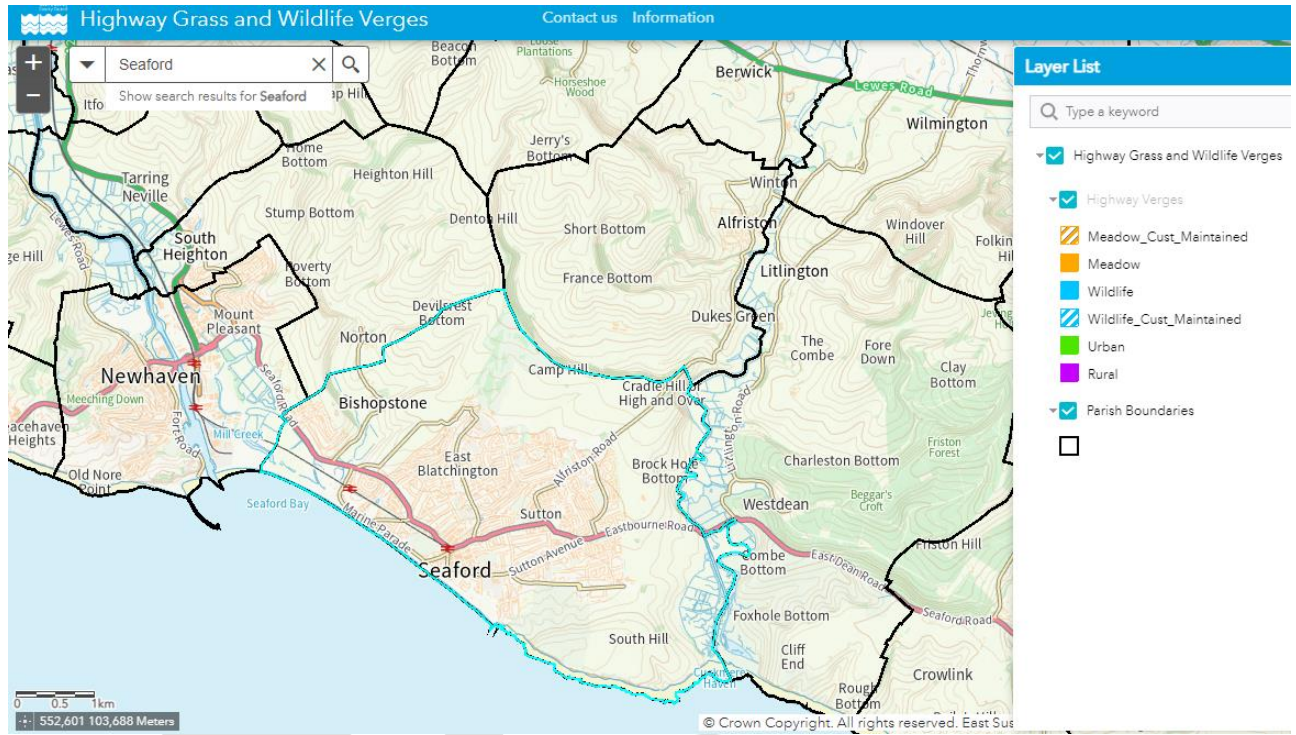
EVALUATION CRITERIA
<p>All elements will be evaluated on a score from 10-0, which will be subject to a multiplier (for example, criteria worth 20% will have a 0-10 score and a multiplier of 2). The 10-0 score will be as follows:</p> <p>10 Excellent response – comprehensive and useful, which exceeds the specified performance or capability in a beneficial way. The response includes a full description of techniques and measurements to be employed.</p> <p>8-9 Response meets our expected requirement/standard and exceeds minimum expectations, including a level of detail that adds value to the bid.</p> <p>6-7 Response is acceptable and meets minimum requirements but remains basic and could have been expanded upon.</p> <p>4-5 Very basic response. Some brief requirements addressed, but response falls well short of minimum requirements.</p> <p>2-3 Poor response. Only partially addresses the brief requirements.</p> <p>0-1 Little to no method information provided.</p>



PART B: INVITATION TO TENDER

To see the detail of the verges in scope, please go to

<https://escs.maps.arcgis.com/apps/webappviewer/index.html?id=5c524023058c4aa088a37b49b0d90814> and use the 'Zoom' function.



B1 SEAFORD, SEAFORD TOWN COUNCIL AND CLIMATE EMERGENCY

Seaford is a popular seaside town in East Sussex. The Town is supported by local authorities Seaford Town Council ('STC'), Lewes District Council and East Sussex County Council. STC's Mission Statement is **"Working with our community to secure Seaford's best future."** The Town Council works closely with Lewes District Council, East Sussex County Council, voluntary organisations and charities, as well as the Chamber of Commerce and other Seaford businesses, to make Seaford a safe and enjoyable place to live. Seaford Town Council is responsible for: public amenities (including toilets), The Salts, The Crouch, Martello Fields, Seaford Head Golf Course, The View at Seaford Head Seafront, Seafront Kiosks & Concessions, Beach Huts, Allotments, Street Furniture, The Crypt, Martello Tower and some play areas.

STC's Strategic Plan (2023-2027) includes six aims. Three of these are particularly relevant to this tender:

- *Develop and deliver projects to help support the wellbeing of residents of the town*



- *Develop and maintain assets, settings and recreational facilities to: ensure safe access; benefit the community; safeguard the character of the town*
- *Help create a sustainable Seaford, resilient to the effects of climate change*

Seaford Town Council has joined many authorities in declaring a Climate Emergency. One implication is that decisions taken to spend taxpayer funds must consider environmental impacts and actively search for (and implement) environmental benefits. This commitment directly informs the tender and its delivery, and STC (like many others) will pursue its eco-agenda regardless.

Seaford Town Council now invites tenders for a grass verge maintenance in Seaford, East Sussex, in accordance with the Contract documents attached.

B2 SCOPE AND PROVISIONAL SCHEDULE (WILL FORM PART OF YOUR CONTRACT)

- STC is taking Seaford's grass verge maintenance 'in-house' (East Sussex County Council was the previous supplier)
- Beginning on April 24th, 2024, STC will agree with its preferred Contractor a 'one plus one' (years) initial arrangement (ie two years); after that, there are options to renew for one to three additional years, subject to performance and mutual agreement, and where continuity is dependent on satisfactory completion of the works outlined in this document.
- The Contract covers grass verge maintenance of all the areas indicated in the maps at <https://escc.maps.arcgis.com/apps/webappviewer/index.html?id=5c524023058c4aa088a37b49b0d90814> (please zoom in to see the verges in scope, all within the Seaford boundaries)
- We will develop, in partnership with our preferred Contractor, a schedule based on dialogue, learning and flexibility
- Variations to cutting programmes will be discussed and – if necessary – commissioned or decommissioned

The Contract will

- Be 'firm' from April 24th 2024 starting with a first cut in June 2024 (subject to discussion and mutual agreement)
- in Year One (2024) provide 4 or 6 cuts (cut and collect)
- in Year Two (2025), aim to maintain 4 cuts (or 5 or 6 if appropriate) and experiment with
 - cut and collect
 - cut and drop
 - clay vs chalk for flower diversity
- in [optional] Year Three (2026), make contract adaptations based on the findings from Years One and Two
- in [optional] Years Four (2027) and Five (2028) evaluate progress and plan for the next Contract period – aiming for 2 cuts by Year Five (2028)



Since it is not possible accurately to predict the precise number of mowings that might be required on any site in any one year, the Schedule of Works includes a minimum number of mowings, but the Contractor will be paid on a pro-rata basis for additional cuts, dependent upon the prevailing weather conditions throughout the growing season and at the discretion of the Council.

B3 EAST SUSSEX COUNTY COUNCIL

- In 'handing over' this verge maintenance (from ESCC to STC) ESCC has some very specific requirements (their 'Duty of Care' at Handover)
- These requirements are listed in detail in D7 (below)
- Again, if you think this tendering process is just 'too much' then please contact chris.moore@seafordtowncouncil.gov.uk or call him on 07719 517337 for an informal discussion

B4 OVERVIEW (WILL FORM PART OF YOUR CONTRACT)

- Seaford Town Council cuts urban grass verges seasonally across the town. The services now sought include grass cutting, strimming, blowing and weed control. During this contract, in line with the Council's ecological and biodiversity considerations, some areas may be reallocated as wildflower areas and the Contractor must be prepared to adapt their schedules to accommodate.
- Before tendering, the Contractor is advised, at their own discretion, to visit the sites to appreciate the full extent of the Contract Specification. No claims arising from failure to do so will be accepted.

B5 OUR ENVIRONMENT (WILL FORM PART OF YOUR CONTRACT)

- It is acknowledged that our verges are an important part of the ecosystem, providing semi-natural habitats for many plant and animal species. Cut and collect approaches will be used to remove as much grass as possible to encourage wildflowers to grow, and the Contractor will also avoid, where appropriate, disturbance of wildlife
- The Council is conscious of the need to protect and enhance the natural environment and in co-operation with local conservation or volunteer Groups may, during the term of the contract, designate areas for their involvement in redevelopment projects or routine care and maintenance. The Contractor will co-operate with the Council and the Groups to ensure the success of such schemes (for example, the Contractor and the Council will aim to agree on a number of verges to be regarded as 'semi-wild', being cut twice a year, during months to be agreed (such as April and October from 2025), with a cutting height of 1", to a width of 50cm only - where wide enough - from the edge of road, river, hedge or boundary)
- The Contractor will be entirely responsible for health and safety inspections on all their equipment and will adopt such working practices that will safeguard the areas from pollution such as oil spillage, complying with the provisions of Sections 60 and 61 of the Control of Pollution Act (1974)



- The Contractor will enclose sources of noise as far as possible, site noisy equipment away from noise sensitive areas and use specific measures to reduce noise from machinery in accordance with guidelines laid down in BS 5228
- The Contractor will prohibit the playing of audio equipment by persons carrying out work associated with the contract

B6 GENERAL PROVISION (WILL FORM PART OF YOUR CONTRACT)

We expect our Contractor, at all times during the period of the Contract, to

- nominate a single point of contact with responsibility for attending monthly meetings with STC to consider Contract management, delivery, performance and other matters that may become relevant
- aim to cut verges from Monday to Friday between the hours of 7.30 to 18.30 with minimum inconvenience to residents and the public
- effectively and securely manage their own staff payroll, absence, holiday and other key employment policies and processes
- take all necessary measures for the protection of work people, the public and adjoining property and advise the Council immediately of any identified risks or problems that arise during the work which might require the work to be halted for personal or public safety reasons
- ensure that all machines engaged in grass cutting operations are sharp and properly set to produce a true and even cut. Any damage or areas of grass not cut to the approval of the Council from such lack of maintenance will be made good by the Contractor at his own expense and to the satisfaction of the Council
- ensure that machines are properly guarded and maintained so as to present no danger to the operator, surrounding structures, vehicles or any person in the vicinity of operations
- provide their staff with all safety equipment, (boots, reflective vests and so on) and ensure that staff always use these when engaged in work for the Council
- ensure any machinery/supplies are maintained to a high standard, conforming to relevant British regulations and Standards, and that any machinery/supplies are PAT-tested regularly
- ensure their own staff are supported take key Health and Safety courses (such as the Safety at Work Act, COSHH regulations) and tests, working with risk assessments, method statements and other essential documents.
- guarantee that all persons operating grass cutting machinery are appropriately trained (the Council reserves the right to ask the Contractor to provide adequate proof that their operators are well trained, conversant with Health and Safety legislation and competent in their operating methods)
- ensure that all vehicles are maintained in roadworthy condition, at all times, being taxed, insured and with a current MOT certificate, as appropriate
- guarantee that all machinery being used for grass cutting purposes complies with the relevant legislation regarding “signing” (keep left/right arrows and so on) and “lighting” (such as rotating beacon lights) as appropriate
- recognise potential and actual situations that might lead to endanger a person or persons at any site. Make safe such situations (where possible and without



creating additional personal risk) and immediately report such situations to the Council

- ensure that any individual carrying out works on the highway (including grass verges) complies with all relevant legislation including, but not limited to, the Highways Act, 1980 and the New Roads and Streetworks Act (NRSWA), 1991. They must also be trained and competent as required by the Safety at Streetworks and Roadworks Code of Practice, 2013. This includes training in traffic management as well as the use of machinery. Note: STC will be required to present evidence from the Contractor to ESCC before works on the contract can begin. Please click on this link for further information on Street Works qualifications
- undertake risk assessments for carrying out all aspects of the work including verge cutting on the highway
- make their own arrangements for their staff's welfare (none of the sites has access to toilets or running water)
- maintain a health and safety policy complying with all relevant statutes relating to health, safety and welfare
- not apply any growth regulators of any form to any area of turf without the Council sanctioning such an operation in writing, in advance. In very wet conditions all grass cutting shall cease until conditions allow operations to recommence without damaging the surface levels and contours of the ground or creating cutting machinery 'divots'
- make good (at their own expense) any damage to the surface or levels of the ground, or divots created during cutting
- make good (at their own expense) any verges not cut to the Council's satisfaction
- note that the Council may at any time add or remove outside fixtures, trees/plants and fittings during the period of the Contract and no application from the Contractor to adjust the Contract price as a consequence will be considered
- agree that inspections will be carried out by the Council throughout the period of the Contract to ensure the work is completed in accordance with the Specification
- following each cutting operation to complete the identified Activity Report Form electronically, and send electronically to STC's Nominated Person; to projectsandfacilities@seafordtowncouncil.gov.uk

B7 CUTTING (WILL FORM PART OF YOUR CONTRACT)

We expect our Contractor to

- avoid spillage of cutting debris such as stones onto carriageways or footways
- immediately sweep up grass clippings and arisings lying on roads, footpaths, car parks, drains or other hard surfaces, remove them from the site and dispose of them correctly (for 'cut and collect' areas as agreed). Grass clippings and arisings on all other areas may be dispersed evenly on any agreed 'cut and drop' verges
- ensure (prior to cutting or trimming any area) that the site is free of any significantly large stones and all paper, tins, bottles and other debris on the cutting area
- inspect each site for areas of ground sinkage/potholes and areas of potential hazard and will inform the Council immediately of any such potential hazards



- carry out cutting as close as possible to any fixed obstructions
- Remove moveable obstructions facilitate cutting, and replace them before leaving the site
- cut verges back to where the land starts to fall away to road, river, hedges or other boundaries
- cut all grass cleanly and evenly without damaging the existing surface and with sufficient overlap between passes of the cutter
- deem soft vegetative growth (such as clover) to be part of the Contract where it falls within large areas of grass
- leave daffodils standing and trimmed around until 1st July each year
- not allow strimmers (if used) to damage any trees, shrubs (and other plants), permanent or removable fittings

Draft



PART C: STANDARD CONTRACT & CONDITIONS

EXEMPLAR CONTRACT (subject to change)



AGREEMENT FOR SERVICE (this "**Agreement**") dated **XXXXX** and expiring on **XXXXX**

BETWEEN

SEAFORD TOWN COUNCIL of
37 Church Street, Seaford, East Sussex BN25 1HG
(the "**Customer**")

OF THE FIRST PART

- AND -

TO BE CONFIRMED
of **ADDRESS**
(the "**Verge Maintenance Contractor**")

OF THE SECOND PART

CONTRACT TO PROVIDE GRASS VERGE MAINTENANCE IN SEAFORD:

- Xxx
- Xxxxx

1. TERMS AND BACKGROUND

- 1.1 "Contractor", "Provider", "Supplier", "You" and "Your" refer to the business or company completing this tender. "STC", "the Authority", "the Council", "the Customer" and "the Client" refer to the purchasing organisation (Seaford Town Council) that is seeking to award the contract.
- 1.2 The Customer is of the opinion that the Verge Maintenance Contractor has the necessary experience and ability to provide Services to the Customer



1.3 The Verge Maintenance Contractor is agreeable to providing such Services to the Customer on the terms set out in this Agreement

2. IN CONSIDERATION OF

2.1 ... the matters described above and of the mutual benefits and obligations set forth in this Agreement the Customer and the Verge Maintenance Contractor agree as follows:

SERVICES TO BE PROVIDED

(PLEASE SEE THE WHOLE OF 'PART TWO: INVITATION TO TENDER', ABOVE)

3. TERM OF AGREEMENT

3.1 The Term of this Agreement will be for an initial period of two years beginning around 24/04/2024.

3.2 "In" season is defined as 1 April to 29 September; "out of season" is defined as 30th September to 31st March

3.3 The Term of this Agreement may be extended by mutual written agreement of the Parties

4. PAYMENT

4.1 The Contract fee agreed by both Parties is £xxxxxxx

4.2 The Contract will normally be paid in 12 instalments, monthly, in arrears

4.3 Payment will be made by bank transfer on receipt of a satisfactory VAT invoice

4.4 The Services payments will also include any other tasks to which the Parties may mutually agree

4.5 All invoices should include a description of the Services delivered, the net and VAT sums of the charges together with the Contractor's VAT registration number and quoting the Council's official purchase order number/s, which will be issued upon award

4.6 No interest charges will accumulate on invoices under dispute

5. IMPLEMENTATION

5.1 The Parties agree to do everything reasonably necessary to ensure that the Contract begins effective operation on the date/s agreed

5.2 The Parties will, on Contract award, meet directly to confirm and agree start date/s, points of contact, Contract details, deputies, contact schedules and other matters they may mutually raise for consideration

6. ASSIGNMENT

6.1 The Verge Maintenance Contractor will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer



7. PROVISION OF EXTRAS

- 7.1 The Customer will not provide any resources, assistance or extras for use by the Verge Maintenance Contractor in providing the Services, except by additional agreement

8. RETURN OF PROPERTY

- 8.1 Upon the expiry or termination of this Agreement, the Verge Maintenance Contractor will return to the Customer any property, documentation or other item which is the property of the Customer

9. CAPACITY / INDEPENDENT CONTRACTOR

- 9.1 In providing the Services under this Agreement it is expressly agreed that the Verge Maintenance Contractor is acting as an independent Contractor and not as an employee
- 9.2 The Verge Maintenance Contractor and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service

10. TUPE

- 10.1 Contractors can assume that this contract is not connected with the Transfer of Undertakings regulations (TUPE)

11. INSURANCE

- 11.1 The Verge Maintenance Contractor is required to hold general liability insurance including coverage for bodily injury and property damage at a level that would be considered reasonable in the industry of the Verge Maintenance Contractor based on the risk associated with characteristics of this Agreement
- 12.2 All insurance policies will remain materially unchanged for the initial duration of this Agreement (one plus one years). After two years, there may need to be changes to these, so the Contractor should be prepared to make any/all reasonable changes for the next three years, subject to Contract extension
- 12.3 Minimum covers required are £10,000,000 (public liability insurance), £10,000,000 (employer's liability insurance) and £10,000,000 (professional indemnity insurance).

12. REMEDIES FOR NON-COMPLIANCE

- 12.1 The performance of the Contractor will be monitored by the Town Council, using the Key Performance Indicators (below) as the measure of compliance. Where there is evidence of non-compliance, the Council will advise the Contractor on the details in writing or by electronic messaging service, within 7 days of the event occurring. Where the Contractor can supply an explanation satisfactory to the council, or prove that there was no reduction in standards, no further action will be taken

13. METRICS (KPIs)

- 13.1 The Contractor will be monitored on the following key elements of service performance
- Adherence to an agreed verge-cutting programme



- Adherence to an agreed verge-cutting specification
- Delays in, or cancellation of Services

Ref	Key Performance Indicators	Target
KPI 1	Late in responding to a specific instruction within stated timescales	0
KPI 2	Breakdowns in service (lasting more than 48 hrs)	0
KPI 3a	Compliments on urban verges received by STC	(N/A)
KPI 3b	<i>Complaints</i> on urban verges received by STC	0
KPI 4a	Compliments on urban verges received by Contractor	(N/A)
KPI 4b	<i>Complaints</i> on urban verges received by Contractor	0

14. DISPUTE RESOLUTION

- 14.1 In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.
- 14.2 If the dispute is not resolved within a reasonable period, then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation

15. TERMINATION

- 15.1 Should the service provision, in the opinion of the Council, contravene any of these contract terms the Contractor will be deemed to be in breach of contract and the contract could be terminated with immediate effect. However, the Contractor will be given notice by the Council and given the opportunity to improve standards within an agreed timescale. Should the Contractor wish to terminate this contract, a minimum of three months' notice must be given

16. NOTICE

- 16.1 All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

Customer: Seaford Town Council
Address: 37 Church Street, Seaford, East Sussex BN25 1HG
Email: projectsandfacilities@seafordtowncouncil.gov.uk

Contractor:
Address:
Email:

IN WITNESS WHEREOF the parties have duly implemented this Service Agreement this **XXX** day of **XXXX**

Clerk to Seaford Town Council

On behalf of SEAFORD TOWN COUNCIL



To be confirmed

On behalf of TBC

Draft



PART D: FORMS FOR COMPLETION

This Part D is the only section we ask you to complete. You should complete all the following forms (all but one of which are very short). Please answer every question to the best of your ability. If the question does not apply to you, then please write 'N/A'; if you don't know the answer to something, then write 'N/K'. Not all questions require supporting documents up front at this stage, but we may ask to see these documents at a later stage, so please ensure they can be made available upon request. You may also be asked to clarify your answers or provide more details about certain issues at any point throughout the tendering process.

Note: no alteration to the text of the Form of Tender is to be made by the Contractor tendering. Should any alteration, amendment, note or addition be made, the same will not be recognised and the reading of the printed Schedule will be adhered to.

FORM D1: UNDERTAKING AND NON-COLLUSION

I/We declare that to the best of my/our knowledge the answers submitted in this tender are correct. I/We understand that the information will be used in the process to assess my/our organisation's suitability to be invited to tender for the Council's requirement and I/we am/are signing on behalf of my/our organisation. I/We understand that the Council may reject this tender if there is a failure to answer all relevant questions fully or if I/we provide false/misleading information.

I/We have not and will not contact Town Council Councillors or Staff to encourage or support my/our tender outside the prescribed process. I/we understand that any such intervention will lead to immediate disqualification from the tendering process.

I/We agree to complete the work in accordance with the Invitation to Tender and other parts of this tendering form.

I/We understand that Seaford Town Council is not bound to accept the lowest or any Tender or part thereof and that the Council will not be responsible for any expense incurred in preparing this Tender.

I/We certify that the amount of the Tender has not been calculated by agreement or arrangement with any other person, firm or company and that the amount of the Tender has not been communicated to any person and will not be communicated to any person until after the closing date for the submission of Tenders.

FORM COMPLETED BY
Name:
Date:



Signature (*electronic is acceptable*):

FORM D2: ORGANISATION AND CONTACT DETAILS

Full name of organisation wishing to tender		
Registered office address		
Company registration number		
Date of registration		
VAT registration number		
Name of immediate parent company (<i>if any</i>)		
Name of ultimate parent company (<i>if any</i>)		
		Please tick
Type of organisation	i) a public limited co.	
	ii) a limited company	
	iii) a limited liability partnership	
	iv) other partnership	
	v) sole trader	
	vi) other (please specify)	

FORM D3: GROUNDS FOR MANDATORY REJECTION

Important notice: In some circumstances the Council is required by law to exclude you from participating further in a procurement. If you cannot answer 'No' to every question it is very unlikely that your application will be accepted. Please answer 'Yes' or 'No' to each question:

	Answer
Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences? (<i>Answer "Yes" only if they have been convicted</i>)	
(a) Conspiracy	Yes / No
(b) Corruption	Yes / No
(c) Bribery	Yes / No
(d) Fraud (including not paying taxes or social security contributions)	Yes / No



(e) Money laundering within the meaning of Money Laundering Regulations 2003 or Money Laundering Regulations 2007; or	Yes / No
(f) Any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State	Yes / No

FORM D4: GROUNDS FOR DISCRETIONARY REJECTION

Important notice: The Council is entitled to exclude you from consideration if any of the following apply but may decide to allow you to proceed further. Please answer 'Yes' or 'No' to each question:

Has your organisation or any other director or partner	
(a) been convicted of a criminal offence relating to the conduct of your business or profession;	Yes / No
(b) committed an act of grave misconduct in the course of your business or profession;	Yes / No
(c) failed to fulfil obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which you are established;	Yes / No
(d) failed to fulfil obligations relating to the payment of taxes under the law of any part of the United Kingdom or the relevant State in which you are established; or	Yes / No
(e) been guilty of serious misrepresentation in providing any information required of you under Regulation 23 of the Public Contracts Regulations 2006?	Yes / No

FORM D5: PRICING SCHEDULE

Please read these instructions carefully before completing the Pricing Schedule.

- You must make yourselves familiar with the project brief before completing the pricing schedule
- All prices and fees quoted must be fixed and firm for a period of 24 months from the Contract commencement date and **exclusive** of Value Added Tax
- You are responsible for ensuring the correctness and sufficiency of the rates and prices stated in your quotation, which will, except insofar as is specifically provided in the Contract, cover all obligations under the Contract.
- No claim for additional payment will be allowed on the grounds of misunderstanding, alleged misrepresentation or lack of knowledge or other requirement
- Your prices will be assumed to include your responsibilities with regards to statutory entitlements, sickness/holiday pay and similar
- We expect your rates of pay to attract the level of staff likely to maintain standards and meet relevant KPIs



Please submit your best and final offer (below): the Council is unable to negotiate following the submission of bids. **The Council also expects to see year-on-year reductions to fees appropriate to our Contract commitment**

Year One	£
Year Two	£
Possible extension to Contract	
Year Three	£
Year Four	£
Year Five	£

As mentioned above, since it is not possible accurately to predict the precise number of mowings that might be required on any site in any one year, we may ask you to provide additional cuts, dependent upon the prevailing weather conditions, throughout the growing season and at the discretion of the Council. Please indicate your cost criteria/how you would cost additional cuts for one or all sites:

Cost of an additional cut at one site (Years 1 and 2)	£
Cost of an additional cut at all sites (Years 1 and 2)	£
Rationale for additional cut at one site	
Rationale for additional cut at all sites	

FORM D6: TURNOVER & STAFF

Please summarise the annual turnover of your organisation over the last three years. If your organisation is part of a group, please supply figures for both your own organisation and for the group.

OWN ORGANISATION		TURNOVER
Year		£
Year		£
Year		£
GROUP (if applicable)		
Year		£
Year		£
Year		£

(A copy of your audited accounts for the most recent two years may be requested).

How many staff does your organisation employ?	
--	--



FORM D7: INSURANCES AND ESCC DOCUMENTARY REQUIREMENTS

PLEASE CONFIRM YOUR CURRENT LEVELS OF INSURANCE FOR THE FOLLOWING (please tick):	Confirmed
Public Liability Insurance: for any one event, insured for £10m or more	
Employers Liability Insurance: for any one event, insured for £10m or more	
Professional Indemnity Insurance: for any one event, insured for £10m or more	

(Attach evidence of your valid insurance policies as part of your submission)

In 'handing over' this verge maintenance (from ESCC to STC) ESCC has some very specific requirements (their 'Duty of Care' at Handover). These requirements are listed in detail, below

- They require certain documentation from you and may request it every year as some documents should be updated each year (for example, Risk Assessments and Method Statements)
- They require that any individual carrying out works on the highway (including grass verges) complies with all relevant legislation including, but not limited to, the [Highways Act, 1980](#) and the [New Roads and Streetworks Act \(NRSWA\), 1991](#)
- They require your Staff to be trained and competent as required by the [Safety at Streetworks and Roadworks Code of Practice, 2013](#). This includes training in traffic management as well as the use of machinery
- You will be required to provide evidence/copies of
 - Staff training and qualifications in traffic management including signing and guarding
 - Staff training and qualifications in the safe use of machinery
 - A formal contract with your Council (this would come later)
 - Insurance certificates including a minimum of £10 million public liability insurance
 - A health and safety policy
 - Risk assessments for carrying out verge cutting on the highway
 - Method Statements for carrying out verge cutting on the highway
- Since we (STC) will have to provide evidence to ESCC before you can commence work on the highway, **we asking for this evidence/these documents as part of your tender submission.**



FORM D8: APPROACH AND KNOWLEDGE

QUESTION	YOUR RESPONSE (or refer us to an appended document if you prefer)
Please indicate how you would deliver this contract: include what you think STC is looking for, ramp-up, contract start, timings, time required, resources, risks/mitigation and so on.	
Which areas of knowledge and experience (with specific examples where possible) do you believe make you competent to deliver the contract?	

FORM D9: EXAMPLES OF CONTRACTS YOU HAVE DELIVERED

Please provide details of up to three contracts from either the public or private sector (or both), that have been completed in the past **five** years.

	Contract 1	Contract 2	Contract 3
<i>Customer Organisation (name):</i>			
<i>Customer contact name, phone number and email</i>			
<i>Contract completion date</i>			
<i>Contract Value</i>			
<i>Brief description of contract</i>			

Important notice: If you do not wish the Council to contact any of the above-mentioned customers for reference then please indicate in the table above.

FORM D10: EQUAL OPPORTUNITIES

Does your organisation have an Equal Opportunities policy?	Yes / No
Does your organisation ensure that it remains compliant and up to date with the Equality Act 2010?	Yes / No



FORM D11: QUALITY ASSURANCE

Does the relevant section of your organisation hold a recognised quality management certificate, for example ISO 9001 or equivalent?	Yes / No
If "Yes", please enclose a copy of the certificate.	
If "No", please describe any actions you take to ensure quality is consistently monitored and maintained throughout your organisation.	
Is your organisation a member of any relevant professional / trade associations?	Yes / No <i>If "Yes", please state which:</i>

FORM D12: HEALTH AND SAFETY

Does the relevant section of your organisation hold a recognised Health and Safety management system certificate?	Yes / No
If "Yes", please enclose a copy of the certificate.	
Do you have a company Health and Safety policy?	Yes / No
If "Yes", please enclose a copy with your response.	
If "No", please briefly describe what arrangements you have made to manage Health and Safety within your organisation.	
Have you been the subject of any Improvement or Prohibition Notice or prosecution or been a defendant in any case brought under Health and Safety legislation within the last three years?	Yes / No <i>If "Yes", please provide details:</i>

FORM D13: ENVIRONMENTAL MANAGEMENT

Does your organisation hold a recognised environmental management systems certificate, for example ISO 14001 or equivalent?	Yes / No
If "Yes", please enclose a copy of the certificate.	
If "No", please describe any actions your organisation currently undertakes to demonstrate a responsible attitude towards environmental management.	

FORM D14: SEAFORD TOWN COUNCIL – SOCIAL VALUE PLEDGE INVITATION

Seaford Town Council is committed to improving and enhancing the town of Seaford by working together with all sectors of the community to provide benefit for all. As part of this commitment, Seaford Town Council invites all prospective suppliers to submit a Social Value Pledge alongside their procurement response. Social Value can be defined as the additional benefits and outcomes to the community from commissioning and procurement processes, over and above the delivery of goods, services and works.



It can include:

- social benefits that positively affect the lives of individuals and/or communities
- economic benefits that support local industry or economy
- environmental benefits that result in improved sustainability or positive outcomes for our local environment

We encourage all suppliers to consider how you might like to contribute additional social value to this project if your procurement bid is successful, however completing a Social Value Pledge is not a compulsory part of the procurement process and we must emphasise that your submission will not carry any commercial advantage in the procurement process. No information provided in your Social Value Pledge will be made available to the Procurement Panel or used in any evaluation of your procurement response.

If you have any questions regarding the completion of this form, please contact chris.moore@seafordtowncouncil.gov.uk or call him on 07719 517337.

Company Name:	
Project:	
Social Value Pledge:	

CHECKLIST: PLEASE NOW CHECK THAT YOU HAVE INCLUDED IN YOUR RESPONSE

- your completed documents covering all the (short) forms in Part D (above)
- ESCC's 'Duty of Care' Contract handover requirements (listed in Part D7)
- your insurance documents (please see D12 for details)
- any separate attachment you have created or wish to offer (but NOT brochures or general marketing material)

Thank you for your interest in working with Seaford Town Council to secure Seaford's best future.



Seaford Town Council

Report No:	175/23
Agenda Item No:	8
Committee:	Community Services Committee
Date:	7th March 2024
Title:	Projects & Facilities - Rural Grass Cutting Services from East Sussex County Council 2024 - 2025
By:	Louise Lawrence Head of Assets, Projects & Services
Purpose of Report:	To advise the Committee of the option chosen for rural grass-cutting services (NOT urban verges) from East Sussex County Council

Recommendations
The Community Services Committee is recommended:
<ol style="list-style-type: none">1. To note the option 1 being pursued for rural grass-cutting services (NOT urban verges) from East Sussex County Council.2. To note that, should the Town Council wish to change its rural grassing cutting arrangements in the future, this would take effect from the grass cutting season following the decision having been made.

1. Introduction

- 1.1 Seaford Town Council (STC) was contacted by East Sussex County Council (ESCC) Contracts Management Group about rural grass cutting services for the Town Council and the options available for this service.
- 1.2 The majority of verges within Seaford are urban verges (and therefore managed differently and featuring elsewhere on this agenda). The rural verges within the town are: parts of the A259 Newhaven Road, Bishopstone Road, Grand Avenue, Alfriston Road (from Seaford Cemetery

out to Alfriston) and the A259 Eastbourne Road (from the parish boundary of Seaford to Exceat and beyond). The full grass cutting maps can be [viewed online here](#).

- 1.3 The response deadline given by ESCC Contracts Management Group was relatively short (Friday 23rd February 2024) and as such, a decision was required to be made outside of the meeting.
- 1.4 This report clarifies below the options that were presented to STC and the response made.

2. Cutting Options

- 2.1 ESCC Contracts Management Group state that “Over the past 3 years a trial of reduced rural grass cutting has been undertaken in select Parish and Town Councils who have previously expressed an interest. This has been in response to an increased level of Member and resident contact regarding requests to reduce cutting rural verges or change the schedule in line with wild plant cycles.”
- 2.2 ESCC have now formally adopted this as policy, so that a ‘reduced’ rural cut (excluding single track lanes for safety) is available to all parish and town councils to opt in to.
- 2.3 The two options offered were as follows:

Option 1 - Standard Rural Grass Cutting Service – No change

Two cuts per annum of a 1 metre wide swathe along the verge, plus visibility areas cut for visibility at junctions and for safety on the inside of bends where sight lines between road users may be obscured by vegetation.

Option 2 - Environmental Enhancement Service (reduced rural service)

Excluding single track lanes, the first cut at start of season to be only visibility cuts for safety at junctions and on the inside of bends where sight lines between road users may be obscured by vegetation. The second cut later in the season will be visibility plus a 1 metre wide swathe along the verge.

- 2.4 It was highlighted that the option STC decides upon this year will become the default option going forward and ESCC will not contact STC each year to ask which rural grass cutting option it wishes to take forward.

- 2.5 Should STC wish to change options, this can be implemented the following season after ESCC being notified of the decision. To be clear, STC would not be able to change options part way through the grass cutting season.
- 2.6 In both options, safety remains a priority. Any visibility or safety issues can be reported to the ESCC liaison officer to investigate and rectify as necessary.
- 2.7 Officers did check whether there was an option for rural grass verge cutting to be brought in house (as STC is doing with the urban grass verges) but ESCC confirmed that this is not possible.

3. Town Council's Response

- 3.1 Due to ESCC's timeline, a decision on this had to be made outside of the meeting.
- 3.2 Having given consideration to the in-depth discussion that Community Services Committee had in relation to urban grass verge cutting at its meeting in December 2023, including the decision to consult the Climate Change Sub-Committee on specifics with verge cutting, officers have liaised with the Chair of the Climate Change Sub-Committee in determining the option to be chosen.
- 3.3 It has been agreed to pursue option 1 i.e. maintaining status quo with the cutting of these rural verges.
- 3.4 The main reasons for reaching this decision were:
 - (a) The lack of time to best understand and evidence a change in approach,
 - (b) Recognising that Option 2 is for 'cut and drop' so the environmental benefits are reduced without cuttings being collected,
 - (c) Safety concerns, in particular with the risk of reducing visibility at junctions.
- 3.5 The Committee is therefore asked to note this decision having been made.
- 3.6 Should STC wish to change its rural grassing cutting arrangements in the future, this would take effect from the grass cutting season following the decision having been made.

4. Financial Implications

- 4.1** There are no direct financial implications as a result of this report – the Town Council does not contribute financially to the rural grass verge cutting service.

5. Contact Officer

- 5.1** The Contact Officer for this report is Louise Lawrence Head of Assets, Projects & Services.



Seaford Town Council

Report No:	177/23
Agenda Item No:	9
Committee:	Community Services
Date:	7th March 2024
Title:	Town Council-Owned Public Toilet Cleaning Tender
By:	Chris Moore, Temporary Projects Officer
Purpose of Report:	To inform the Committee about progress towards appointing a public toilet cleaning contractor through a formal tendering process

Recommendations
The Committee is recommended:
1. To note the contents of the report.

1. Information

- 1.1 At its December meeting, the Community Services Committee considered report 127/23, providing an overview of the Town Council-owned public toilets and options for consideration.
- 1.2 The following motions were passed at the meeting:
- (a) Noting the requirement to issue a tender for a cleaning contract for the town toilets, including increasing frequency during the summer and weekends.
 - (b) Instructing Officers to proceed in accordance with the Financial Regulations of the Town Council.
 - (c) Agreeing that the public toilets are locked in the evening, with the exact time and manner in which they are locked to be determined by Officers based upon recommended practice.

2. The Tendering Process and Contract

2.1 Officers were charged to undertake the necessary processes to identify and appoint a contractor to undertake this work.

2.2 Officers have developed a project schedule as per below:

Date*	Action
02-Apr	Tender advertised on Town Council website & Contracts Finder
02/03-Apr	Tender advertised on other platforms
07-May	Deadline for submission of completed tenders
07-May	Hard and soft copy (electronic) tenders opened in the presence of 2 x councillors and Town Clerk
08-May	Evaluation of all tenders
15-May	Results notified to successful/unsuccessful tenderers
16-May	Debriefs for unsuccessful tenderers (telephone)
20-May	Inaugural contract meeting
27-May	Contract commencement
24-Jun	First monthly Contract review meeting

* may be subject to change, if required

2.3 The draft tender pack has been drawn up and is included at Appendix A.

2.4 Officers have sought legal checks, which may affect the wording of the tender but not materially change the intent of the tender.

2.5 The tender pack sets out the details of the contract being tendered for but an overview of the key elements of this are also highlighted below.

2.6 The contract requires all aspects of cleaning work at these locations:

- (a) Public Toilets at Salts
- (b) Public Toilets at South Street
- (c) New Public Toilets at Martello Cafe
- (d) New Changing Places Unit at Martello Toilets
- (e) Two Compostable Toilet Units (locations of which are being discussed elsewhere on this agenda)

- 2.7 The contract will carry out cleaning twice each day, seven days per week, every day of the year (except Christmas Day). Cleaning frequency will increase to three times a day in Easter and Christmas holidays.
- 2.8 The contractor will be responsible for locking and unlocking the facilities – 07:00 to 19:00 April to September and 08:00 to 17:00 October to March.
- 2.9 The contractor will provide public holiday cover where there is any need to liaise directly with other contractors for emergency repair works, for example.
- 2.10 There are detailed daily, weekly and bi-annual specifications listed in the tendering documentation that will be discussed with the contractor representatives at the monthly contract management meetings.
- 2.11 After three years, there may need to be changes to these, so the contractor will be advised that they should be prepared to make any/all reasonable changes for the next two years, subject to contract extension.
- 2.12 To confirm, the tender will be advertised on 2nd April 2024 and closing on 7th May 2024. It is anticipated that the contractor will start from 27th May 2024.

3. Financial Information

- 3.1 The budget for the 2024 – 2025 financial year was set at £39,000 for toilet cleaning. Once the tender process is completed and contract awarded, the Town Council will know the actual cost of the toilet cleaning for 2024 – 2025 and future years.

4. Contact Officer

- 4.1 The Contact Officer for this report is Louise Lawrence Head of Assets, Projects & Services.



Seaford Town Council

INVITATION TO TENDER – CONTRACT CLEANING OF PUBLIC TOILETS IN SEAFORD

PART A: CONTENTS & INTRODUCTION

CONTENTS – THIS WILL BE COMPLETED LAST, ALONG WITH PARAGRAPH NUMBERING, PAGINATION, CROSS-REFERENCES, ANYTHING ELSE HIGHLIGHTED IN RED ETC

A1 INTRODUCTION

If you are a sole trader/micro-business, or a small or medium enterprise, we know at Seaford Town Council that tenders like this can feel heavy, requiring much of your valuable time. However, because we dispense taxpayer funds, it is only right that we must comply with financial controls and regulations. Please be assured that our approach to tendering is about **dialogue**, not just ‘box-ticking’. At this starting point, if you think this tendering process is just ‘too much’ then please contact projectsandfacilities@seafordtowncouncil.gov.uk. We aim to operate transparently, and you are invited to raise questions and issues with us, throughout the process, so that we may all learn and improve.

This tender is for a cleaning contract for public toilets in the coastal town of Seaford, East Sussex. STC seeks a Contractor to carry out all aspects of cleaning work at three public toilet blocks (South Street, The Salts and Martello Fields) plus one Changing Places space (at Martello Fields) and two compostable units (likely to be re-sited to [LOCATION TO BE ADDED FOLLOWING COMMUNITY SERVICES MARCH DECISION]).

This contract **is** suitable for SMEs.

Note: “Contractor”, “Provider”, “Supplier”, “You” and “Your” refer to the business or company completing this tender. “STC”, “the Council”, “the Authority” and “the Client” refer to the purchasing organisation (Seaford Town Council) that is seeking to award the contract.

STC is now inviting suitable Contractors to submit a tender for a two-year contract which may be extended for a further three years. Documents can be found at:



<https://www.seafordtowncouncil.gov.uk/contracts-and-tenders/> or obtained from projectsandfacilities@seafordtowncouncil.gov.uk to whom any enquiries should also be emailed.

This package includes the following documents to support your bid:

- Part A: Contents and Introduction (this part)**
- Part B: Invitation to Tender (below)**
- Part C: Standard Contract & Conditions (below)**
- Part D: Forms for Completion (below)**

If you find that any documents are missing or will not open, please contact us immediately, by email on projectsandfacilities@seafordtowncouncil.gov.uk.

A2 INSTRUCTIONS FOR TENDERERS AND PROJECT TIMETABLE

This document is presented in four parts, marked **A-D**.

Part D (see below) is the only section we ask you to complete. You should complete (in Part D) all the following forms (all but one of which are very short):

- FORM D1: UNDERTAKING AND NON-COLLUSION
- FORM D2: ORGANISATION AND CONTACT DETAILS
- FORM D3: GROUNDS FOR MANDATORY REJECTION
- FORM D4: GROUNDS FOR DISCRETIONARY REJECTION
- FORM D5: PRICING SCHEDULE
- FORM D6: TURNOVER & STAFF
- FORM D7: INSURANCES
- FORM D8: APPROACH & KNOWLEDGE
- FORM D9: EXAMPLES OF CONTRACTS YOU HAVE DELIVERED
- FORM D10: EQUAL OPPORTUNITIES
- FORM D11: QUALITY ASSURANCE
- FORM D12: HEALTH AND SAFETY
- FORM D13: ENVIRONMENTAL MANAGEMENT
- FORM D14: SEAFORD TOWN COUNCIL – SOCIAL VALUE PLEDGE INVITATION

Please answer every question in Part D to the best of your ability. Again, if you think this tendering process is just 'too much' then please contact projectsandfacilities@seafordtowncouncil.gov.uk .

Please note particularly the dates set (below) for the inaugural contract meeting, contract commencement and first contract review meeting, as these dates – regrettably – are non-negotiable.



Day	Date*	What
Tuesday	02-Apr	Tender advertised on STC Website & Contracts Finder
Tues/Weds	02/03 April	Tender advertised on other platforms
Tuesday	07-May	Deadline for submission of completed tenders
Tuesday	07-May	Hard and soft copy (electronic) tenders opened in the presence of 2 x Cllrs and Town Clerk
Wednesday	08-May	Evaluation of all tenders
Wednesday	15-May	Results notified to successful/unsuccessful tenderers
Thursday	16-May	Debriefs for unsuccessful tenderers (telephone)
Monday	20-May	Inaugural contract meeting
Monday	27-May	Contract commencement
Monday	24-Jun	First monthly Contract review meeting

* Subject to change (eg in the event of local/national elections before/in May 2024)

A3 COMPLETING YOUR TENDER

Please first download a Word or Adobe (.pdf) copy of the tendering documentation and save it as 'Seaford Town Council ORIGINAL'. Then choose your update/version file names as you go along "Version1, Version2" etc.

You should be able to complete the form within Adobe (using the editing functions). In Word, the 'boxes' should expand as you enter your information. Some parts of the form may be protected, but remember, you can always go back to your original Word document. In .pdf, some parts of the form may be protected: but, again, remember you can always go back to your original.

If you prefer to submit your responses as appended documents (ie as attachments, in Word or as .pdfs in Adobe) then please label your responses so that they can be referenced to the original questions easily. If you are having problems completing any part of the tender, then please contact

projectsandfacilities@seafordtowncouncil.gov.uk

Make sure you attach

- your completed documents covering all the (short) forms in Part D
- your insurance documents (please see D12 for details)
- any separate attachment you have created or wish to offer (but NOT brochures or general marketing material)

Please take careful note: Your completed application should be returned: **EITHER** by hard copy post (to be received no later than Tuesday 7th May 2024) in an envelope marked "**Public Toilets Cleaning in Seaford**" and addressed to: The



Town Clerk, Seaford Town Council, 37 Church Street, Seaford, East Sussex BN25 1HG; **OR** by email to tenders@seafordtowncouncil.gov.uk with the subject heading **“Public Toilets Cleaning in Seaford”** (please note, this a different email address to the others mentioned in this document).

A4 ADDITIONAL INFORMATION FOR CONTRACTORS

- All tender bids are treated as business confidential throughout this process and will be destroyed following Contract award and de-briefing for unsuccessful tenderers
- Seaford Town Council reserves the right to publish the cost of the winning tender, but no other tender details, except by agreement
- Any responses to queries raised by bidders will be included in documents entitled ‘Additional Information for Bidders #1’ (and then #2, #3 and so on). These can be found with the tender documentation at the Town Council’s Contracts and Tenders page on its website, at <https://www.seafordtowncouncil.gov.uk/contracts-and-tenders/>. The ‘Additional Information for Bidders’ will be updated regularly, up to May 7th 2024. STC reserves the right to share anonymised questions and our responses (unless they are business confidential / commercially sensitive – you must indicate this at the time of your enquiry)
- Seaford Town Council reserves the right not to award any contract as a result of this tender, and will award in line with the award criteria described at our “Evaluation” section, and not necessarily in line with the lowest bids
- Prospective Contractors **must not** contact Town Council Councillors or Staff to encourage or support their tender outside the prescribed process: any such intervention will lead to immediate disqualification from the tendering process
- The successful tender together with the Council's written acceptance will form a binding agreement in the terms of the Contract documents

A5 PASS/FAIL CRITERIA

Failure of any one of the Pass / Fail questions listed below could mean automatic disqualification from this tendering process.

(NB THIS CHECKLIST IS FOR YOUR INFORMATION AND OUR INTERNAL PURPOSES ONLY – PLEASE DO NOT ENTER DATA IN THE TABLE BELOW).

Tender returned on time	PASS / FAIL
Undertaking and non-collusion form signed	PASS / FAIL
All Part D forms completed and returned (or not completed with reasonable explanation)	PASS/FAIL
Have the organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences? (<i>Answer “Yes” only if they have been convicted</i>)	
(a) Conspiracy	PASS / FAIL
(b) Corruption	PASS / FAIL
€ Bribery	PASS / FAIL



(d) Fraud (including not paying taxes or social security contributions)	PASS / FAIL
€ Money laundering within the meaning of Money Laundering Regulations 2003 or Money Laundering Regulations 2007; or	PASS / FAIL
(f) Any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State	PASS / FAIL
Public Liability Insurance: for any one event, insured for £10m	PASS / FAIL
Employers Liability Insurance: for any one event, insured for £10m	PASS / FAIL
Professional Indemnity Insurance: for any one event, insured for £10m	PASS / FAIL

A6 EVALUATION MODEL

This evaluation model will be used for this tender:

SCORING CRITERIA	
Quality of Responses	60%
Price	40%
Total	100%

QUALITY OF RESPONSES	
Scoring Aspect	Percentage (as 100% of 60%)
Part D/Compliance forms completed	15%
Form D8: Methodology and approach	20%
Form D8: Knowledge and experience	20%
Form D9: Project examples	15%
Mitigating risk, unexpected issues, variables	5%
Locality	5%
Nature and scale of organisation	5%
Policies/procedures provided	5%
References	5%
Added Value	5%

PRICE	
Scoring Aspect	Percentage (as 100% of 40%)
Contract price proposed	65%
Additional instances cost/s proposed	15%
Clarity of pricing proposals	15%
Added Value	5%



EVALUATION CRITERIA

All elements will be evaluated on a score from 10-0, which will be subject to a multiplier (for example, criteria worth 20% will have a 0-10 score and a multiplier of 2). The 10-0 score will be as follows:

10 Excellent response – comprehensive and useful, which exceeds the specified performance or capability in a beneficial way. The response includes a full description of techniques and measurements to be employed.

8-9 Response meets our expected requirement/standard and exceeds minimum expectations, including a level of detail that adds value to the bid.

6-7 Response is acceptable and meets minimum requirements but remains basic and could have been expanded upon.

4-5 Very basic response. Some brief requirements addressed, but response falls well short of minimum requirements.

2-3 Poor response. Only partially addresses the brief requirements.

0-1 Little to no method information provided.

DRAFT



PART B: INVITATION TO TENDER

value range OR guide price if more appropriate – TC or RFO to advise)

B1 SEAFORD

Seaford is a popular seaside town in East Sussex. The Town is supported by local authorities Seaford Town Council ('STC'), Lewes District Council and East Sussex County Council. STC's Mission Statement is "**Working with our community to secure Seaford's best future.**" The Town Council works closely with Lewes District Council, East Sussex County Council, voluntary organisations and charities, as well as the Chamber of Commerce and other Seaford businesses, to make Seaford a safe and enjoyable place to live. Seaford Town Council is responsible for: public amenities (including toilets), The Salts, The Crouch, Martello Fields, Seaford Head Nature Reserve, Seaford Head Golf Course, The View at Seaford Head Seafront, Seafront Kiosks & Concessions, Beach Huts, Allotments, Street Furniture, The Crypt, Martello Tower and some play areas.

STC's Strategic Plan (2023-2027) includes six aims. They are all relevant to this tender:

- *Promote and develop a thriving town, enabling future opportunities for economic wellbeing and an active community.*
- *Develop and deliver projects to help support the wellbeing of residents of the town*
- *Develop and maintain assets, settings and recreational facilities to: ensure safe access; benefit the community; safeguard the character of the town*
- *Listen to, engage with and give voice to our residents so that the Town Council is actively encouraging community voices to be heard and that our priorities reflect the needs of the communities.*
- *Practice ethical and sustainable governance that shows fiscal responsibility and ensures sustainability*
- *Help create a sustainable Seaford, resilient to the effects of climate change*

Seaford Town Council now invites tenders for a cleaning contract for public toilets in Seaford, East Sussex, in accordance with the Contract documents attached.

B2 SCOPE (WILL FORM PART OF YOUR CONTRACT)

This contract requires all aspects of cleaning work at these locations:

Public Toilets at Salts, Seaford BN25 1DR

1 wheelchair accessible toilet

Female – 4 cubicles; male – 2 cubical and 1 urinal

Hygiene – 4 cubicles (4 bins); 1 accessible toilet (1 bin)

2 x female uni-wash units; 2 x male uni-wash units



Public Toilets at South Street, Seaford BN25 1HG

Female – 2 cubicles; male – 1 cubical and 1 urinal

Hygiene – 2 cubicles (2 bins)

1 x female wash hand basin; 1 x male wash hand basin

New Public Toilets at Martello Cafe, Seaford BN25 1JH

2 ambulant WCs

1 wheelchair accessible WC

4 unisex WCs

Hygiene – 7 cubicles (7 bins)

7 wash hand basins in WCs, 1 sink in janitor store

New Changing Places Unit at Martello, Seaford BN25 1JH

1 wheelchair accessible, unisex WC

Hygiene – 1 cubicle (1 bin)

1 wash hand basin

2 Compostable Units ([LOCATION TO BE ADDED AFTER MARCH COMMUNITY SERVICES DECISION])

2 units: 4 cubicles in all

B3 MAP

On the following page you will find a map indicating the locations and details of the facilities in scope for this tender:

[A MAP WILL BE INSERTED TO SHOW EXACT LOCATIONS]

B4 CONTRACT MANAGEMENT (WILL FORM PART OF YOUR CONTRACT)

Our preferred Contractor is likely to

- nominate a single point of contact with responsibility for attending monthly meetings with STC to consider contract management, delivery, performance and other matters that may become relevant
- ensure their own staff are supported take key Health and Safety courses and tests, working with risk assessments, method statements and other essential documents.
- effectively and securely manage their own staff payroll, absence, holiday and other key employment policies and processes
- identify one Site Supervisor for each Site (ideally, the same Supervisor for all Sites) to provide daily onsite supervision, a single point of contact and continuity of standards (inspection, rectification). The Supervisor/s would also allocate and implement work schedules
- maintain electronic and hard copy checklists, specification and methodology documentation (hard copies to be kept and used onsite)



- arrange for (initially) three-monthly inspections by an Area Manager (or equivalent – that is, not the Site Supervisor/s themself/themselves. The frequency of inspections may reduce from that point by mutual agreement
- ensure any machinery/supplies are maintained to a high standard, conforming to relevant British regulations and standards, and that any machinery/supplies are PAT-tested regularly

B5 We expect our Contractor to

- carry out cleaning **twice** each day (07.00 morning and 13.00 lunchtime) 7 days per week, every day of the year (except Christmas Day) barring school/college Easter and Summer holidays
- carry out cleaning **three** times each day throughout school/college Easter and Summer holidays (07.00 morning, 13.00 lunchtime and 16.00 afternoon)
- provide Easter and Christmas public holiday cover in order to liaise directly with STC's Contractors in the event of any issues (because STC cannot be 'on call' at these times)
- in season, (01 April to 30 September) unlock all facilities at 07.00 every morning and lock all facilities at 19.00; out of season (01 October to 31 March) toilets should be opened at 08.00 and locked at 17.00
- procure and maintain all necessary insurances, permits, policies and other relevant arrangements to guarantee compliance, with evidence available for inspection (*NB after three years, there may need to be changes to these, so the Contractor should be prepared to make any/all reasonable changes for the next two years, subject to Contract extension*)
- provide all staff and supervision necessary to complete the work specified
- provide and bring to site all necessary consumables, equipment, cleaning substances and machinery necessary to complete the work specified
- provide all operatives with work wear for their protection and ease of identification whilst on our sites
- display 'male/female operatives working', 'wet floor' and other appropriate signs when work is taking place
- investigate the relevant local environments and environmental regulations, to ensure that all and any chemicals, substances or equipment meet local and national standards and are not prohibited for use at any site
- empty bin provisions at each location and dispose of collected wastes legally and professionally

B6 DAILY SCHEDULE (WILL FORM PART OF YOUR CONTRACT)

We expect our Contractor to

- ensure all facilities have adequate supplies of toilet paper and soap dispensers, replenishing all sundries at all locations
- with a suitable disinfectant, sweep and then damp-mop all hard floor surfaces (including any vestibule or entrance lobby)



- with an appropriate bactericidal cleaner, clean insides and outsides of WC pans, seats, urinals, and hand basins
- sanitise and dust tiles and basin-surround tiles, door furniture, radiators, ledges, doors, door surrounds and skirtings and all other accessible surfaces
- clean and sanitise hand-dryers and the tiled (and other) areas around them, mirrors, flushers, taps, downpipes, pipes and other bright metals
- remove finger marks
- apply sufficient and suitable odour-masking agent/s to reduce the effect of unpleasant or obnoxious odours.
- report any obscene or unsightly defacements at any location
- remove all refuse and any other detritus in to leave the facilities in good clean hygienic condition.
- clear minor blockages in WC pans, waste pipes, urinals, sinks, wash hand basins, flushing systems, outlets and the like only up to the connection with the main foul system. (blockages deemed to be past this connection should be notified to STC immediately), and the cubical door locked with appropriate 'out of order' signage
- following each cleaning operation to sign, date and indicate the time the work was undertaken on the record provided
- following each cleaning operation to complete the identified Fault Reporting Form electronically, and send copies electronically to STC's Nominated Person; to projectsandfacilities@seafordtowncouncil.gov.uk;

B7 WEEKLY EXTRA CLEANING (WILL FORM PART OF YOUR CONTRACT)

- deep clean W.C. pans to remove any scale
- thoroughly brush all surface areas to remove any dust or cobwebs

B8 BI-ANNUAL DEEP CLEANING (WILL FORM PART OF YOUR CONTRACT)

- wipe down and clean light fittings removing all dirt and grime with suitable cleansing agent
- sanitary fittings: remove corrosion, grease, scale, soap and urine salt encrustations where applicable. Treat and disinfect all taps, plugs, plug chains, water closet chains, handles channels and gullies. Disinfect all contact surfaces including door handles, cubicle areas and tiling surrounds. Advise STC if there is any need to replace or remake defective seams, fillets, joints and grouting to sanitary fittings.
- internal fittings: thoroughly wash down to effectively remove all grease, scale, soap deposits, urine salt encrustations and other grime from floors, walls, partitions, painted surfaces, doors, windows, work tops, mirrors, exposed pipes, and all sanitary fittings. Clean, treat and disinfect all traps (removing if necessary), channels and gullies. Disinfect all surfaces.
- (NB STC to replace all heating and ventilation filters).



PART C: STANDARD CONTRACT & CONDITIONS

EXEMPLAR CONTRACT (subject to change)



AGREEMENT FOR SERVICE (this "Agreement") dated **XXXXX** and expiring on **XXXXX**

BETWEEN

SEAFORD TOWN COUNCIL of
37 Church Street, Seaford, East Sussex BN25 1HG
(the "**Customer**")

OF THE FIRST PART

- AND -

TO BE CONFIRMED
of **ADDRESS**
(the "**Contractor / Cleaning Contractor**")

OF THE SECOND PART

CONTRACT TO SUPPLY CLEANING FOR PUBLIC TOILETS IN SEAFORD:

- The Public Toilets at Salts, Seaford BN25 1DR
- The Public Toilets at South Street, Seaford BN25 1HG
- New Public Toilets at Martello Fields Cafe, Seaford BN25 1JH
- New Changing Places Space at Martello, Seaford BN25 1JH
- 2 Compostable Units ([LOCATION TO BE UPDATED AFTER MARCH COMMUNITY SERVICES DECISION])



1. TERMINOLOGY

1.1 “Contractor”, “Provider”, “Supplier”, “You” and “Your” refer to the business or company completing this tender. “STC”, “the Authority”, “the Council”, “the Customer” and “the Client” refer to the purchasing organisation (Seaford Town Council) that is seeking to award the contract.

2. BACKGROUND

2.1 The Customer is of the opinion that the Cleaning Contractor has the necessary experience and ability to provide Services to the Customer.

2.2 The Cleaning Contractor is agreeable to providing such Services to the Customer on the terms set out in this Agreement.

3. IN CONSIDERATION OF

3.1 ... the matters described above and of the mutual benefits and obligations set forth in this Agreement the Customer and the Cleaning Contractor agree as follows:

SERVICES TO BE PROVIDED

(PLEASE SEE THE WHOLE OF ‘PART TWO: INVITATION TO TENDER’, ABOVE)

4. TERM OF AGREEMENT

4.1 The Term of this Agreement will be for an initial period of 36 months beginning on the signature date of this Contract, or thereafter, as agreed.

4.2 The Term of this Agreement may be extended by mutual written agreement of the Parties.

5. PAYMENT

5.1 The Contract fee agreed by both Parties is £xxxxxxxx

5.2 The Contract will normally be paid in 12 instalments, monthly, in arrears.

5.3 Payment will be made by bank transfer or standing order on receipt of a satisfactory VAT invoice.

5.4 The Services payments will also include any other tasks to which the Parties may mutually agree.

5.5 All invoices should include a description of the Services delivered, the net and VAT sums of the charges together with the Contractor’s VAT registration number and quoting the Council’s official purchase order number/s, which will be issued upon award.

5.6 No interest charges will accumulate on invoices under dispute.



6. IMPLEMENTATION

- 6.1 The Parties agree to do everything reasonably necessary to ensure that the Contract begins effective operation on the date/s agreed
- 6.2 The Parties will, on Contract award, meet directly to confirm and agree start date/s, points of contact, Contract details, deputies, contact schedules and other matters they may mutually raise for consideration.

7. ASSIGNMENT

- 7.1 The Cleaning Contractor will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

8. PROVISION OF EXTRAS

- 8.1 The Customer will not provide any resources, assistance or extras for use by the Cleaning Contractor in providing the Services, except by the Customer's specific agreement.

9. RETURN OF PROPERTY

- 9.1 Upon the expiry or termination of this Agreement, the Cleaning Contractor will return to the Customer any property, documentation or other item which is the property of the Customer.

10. CAPACITY / INDEPENDENT CONTRACTOR

- 10.1 In providing the Services under this Agreement it is expressly agreed that the Cleaning Contractor is acting as an independent Contractor and not as an employee.
- 10.2 The Cleaning Contractor and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

11. TUPE

- 11.1 Contractors can assume that this contract is not connected with the Transfer of Undertakings regulations (TUPE).

12. INSURANCE

- 12.1 The Cleaning Contractor is required to hold general liability insurances (including coverage for bodily injury and property damage) at the levels described in D12 (or at a level that would be considered reasonable in the industry of the Cleaning Contractor based on the risk associated with characteristics of this Agreement)
- 12.2 All insurance policies will remain materially unchanged for the initial duration of this Agreement (three years). After three years, there may need to be changes to these, so the Contractor should be prepared to make any/all reasonable changes for the next two years, subject to Contract extension
- 12.3 Minimum covers required are £10,000,000 (public liability insurance), £10,000,000 (employer's liability insurance) and £10,000,000 (professional indemnity insurance).



13. REMEDIES FOR NON-COMPLIANCE

13.1 The performance of the Contractor will be monitored by the Town Council, using the Key Performance Indicators (below) as measures of compliance. Where there is evidence of non-compliance, the Council will advise the Contractor on the details in writing, or by electronic messaging service, within 7 days of the event occurring. Where the Contractor can supply an explanation satisfactory to the council, or prove that there was no reduction in standards, no further action will be taken.

14. METRICS (KPIs)

14.1 The contractor will be monitored on the following key elements of service performance

- Adherence to an agreed cleaning programme
- Adherence to an agreed cleaning specification
- Delays in, or cancellation of Services

Ref	Key Performance Indicators	Target
KPI 1	Late in responding to a specific instruction within stated timescales	0
KPI 2	Breakdowns in service (lasting more than 48 hrs)	0
KPI 3a	Compliments on cleanliness of STC toilets received by STC	(N/A)
KPI 3b	<i>Complaints</i> about cleanliness of STC toilets received by STC	0
KPI 4a	Compliments on cleanliness of STC toilets received by Contractor	(N/A)
KPI 4b	<i>Complaints</i> about cleanliness of STC toilets received by Contractor	0

15. DISPUTE RESOLUTION

15.1 In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.

15.2 If the dispute is not resolved within a reasonable period, then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation.

16. TERMINATION

16.1 Should the service provision, in the opinion of the Council, contravene these contract terms, the Contractor will be deemed to be in breach of contract and the contract could be terminated with immediate effect. However, the Contractor will be given notice by the Council and given the opportunity to improve standards within an agreed timescale. Should the Contractor wish to terminate this contract, a minimum of three months' notice must be given.

17. NOTICE

17.1 All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

Customer: Seaford Town Council



Address: 37 Church Street, Seaford, East Sussex BN25 1HG
Email: projectsandfacilities@seafordtowncouncil.gov.uk

Contractor:
Address:
Email:

IN WITNESS WHEREOF the parties have duly implemented this Service Agreement
this **XXX** day of **XXXX**

Clerk to Seaford Town Council

[Redacted] On behalf of SEAFORD TOWN COUNCIL

To be confirmed

[Redacted] On behalf of **TBC**

DRAFT



PART D: FORMS FOR COMPLETION

This Section is the only section we ask you to complete. You should complete all the following forms (all but one of which are very short). Please answer every question to the best of your ability. If the question does not apply to you, then please write 'N/A'; if you don't know the answer to something, then write 'N/K'. Not all questions require supporting documents up front at this stage, but we may ask to see these documents at a later stage, so please ensure they can be made available upon request. You may also be asked to clarify your answers or provide more details about certain issues at any point throughout the tendering process.

No alteration to the text of the Form of Tender is to be made by the Contractor tendering. Should any alteration, amendment, note or addition be made, the same will not be recognised and the reading of the printed Schedule will be adhered to.

FORM D1: UNDERTAKING AND NON-COLLUSION

I/We declare that to the best of my/our knowledge the answers submitted in this tender are correct. I/We understand that the information will be used in the process to assess my/our organisation's suitability to be invited to tender for the Council's requirement and I/we am/are signing on behalf of my/our organisation. I/We understand that the Council may reject this tender if there is a failure to answer all relevant questions fully or if I/we provide false/misleading information.

I/We have not and will not contact Town Council Councillors or Staff to encourage or support my/our tender outside the prescribed process. I/we understand that any such intervention could lead to immediate disqualification from the tendering process.

I/We agree to complete the work in accordance with the Invitation to Tender and other parts of this tendering form.

I/We understand that Seaford Town Council is not bound to accept the lowest or any Tender or part thereof and that the Council will not be responsible for any expense incurred in preparing this Tender.

I/We certify that the amount of the Tender has not been calculated by agreement or arrangement with any other person, firm or company and that the amount of the Tender has not been communicated to any person and will not be communicated to any person until after the closing date for the submission of Tenders.

FORM COMPLETED BY

Name:

Date:



Signature (*electronic is acceptable*):

FORM D2: ORGANISATION AND CONTACT DETAILS

Full name of organisation wishing to tender		
Registered office address		
Company registration number		
Date of registration		
VAT registration number		
Name of immediate parent company (<i>if any</i>)		
Name of ultimate parent company (<i>if any</i>)		
		Please tick
Type of organisation	i) a public limited co.	
	ii) a limited company	
	iii) a limited liability partnership	
	iv) other partnership	
	v) sole trader	
	vi) other (please specify)	

FORM D3: GROUNDS FOR MANDATORY REJECTION

Important notice: In some circumstances the Council is required by law to exclude you from participating further in a procurement. If you cannot answer 'No' to every question it is very unlikely that your application will be accepted. Please answer 'Yes' or 'No' to each question:

	Answer
Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences? (<i>Answer "Yes" only if they have been convicted</i>)	
(a) Conspiracy	Yes / No
(b) Corruption	Yes / No
(c) Bribery	Yes / No
(d) Fraud (including not paying taxes or social security contributions)	Yes / No



(e) Money laundering within the meaning of Money Laundering Regulations 2003 or Money Laundering Regulations 2007; or	Yes / No
(f) Any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State	Yes / No

FORM D4: GROUNDS FOR DISCRETIONARY REJECTION

Important notice: The Council is entitled to exclude you from consideration if any of the following apply but may decide to allow you to proceed further. Please answer ‘Yes’ or ‘No’ to each question:

Has your organisation or any other director or partner	
(a) been convicted of a criminal offence relating to the conduct of your business or profession;	Yes / No
(b) committed an act of grave misconduct in the course of your business or profession;	Yes / No
(c) failed to fulfil obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which you are established;	Yes / No
(d) failed to fulfil obligations relating to the payment of taxes under the law of any part of the United Kingdom or the relevant State in which you are established; or	Yes / No
(e) been guilty of serious misrepresentation in providing any information required of you under Regulation 23 of the Public Contracts Regulations 2006?	Yes / No

FORM D5: PRICING SCHEDULE

Please read these instructions carefully before completing the Pricing Schedule.

- you must make yourselves familiar with the project brief before completing the pricing schedule
- all prices and fees quoted must be fixed and firm for a period of 36 months from the Contract commencement date and **exclusive** of Value Added Tax
- we are likely to require occasional ‘one-off’ cleans for one or more sites: please provide a cost or costs for such ‘one-off’ cleans, confirming that this cost is fixed for the first three years of the Contract, detailing what is/is not included and listing possible variations and their financial impact
- you are responsible for ensuring the correctness and sufficiency of the rates and prices stated in your quotation, which will, except insofar as is specifically provided in the Contract, cover all obligations under the Contract.
- no claim for additional payment will be allowed on the grounds of misunderstanding, alleged misrepresentation or lack of knowledge or other requirement



- your prices will be assumed to include your responsibilities with regards to statutory entitlements, sickness/holiday pay and similar
- we expect your rates of pay to attract the level of staff likely to maintain standards and meet relevant KPIs

Please submit your best and final offer (below): the Council is unable to negotiate following the submission of bids. **The Council also expects to see year-on-year reductions to fees appropriate to Contract commitment**

WHOLE CONTRACT (YEARS 1-3)		
Year One		£
Year Two		£
Year Three		£
Please add any further comments here		

POSSIBLE EXTENSION TO CONTRACT (YRS 4-5)		
Year Four		£
Year Five		£
Please add any further comments here		

'ONE-OFF' CLEANING		
What is your 'one-off' cleaning visit cost?		£
What is included/excluded?		
Are there financial impacts you can think of (such as notice period, distance, timing and so on)? Please explain.		
Can you guarantee this cost for three years of the initial contract? Please answer 'yes' or 'no' and explain.		
Can you guarantee this cost for two further years if Contract is extended? Please answer 'yes' or 'no' and explain.		



FORM D6: TURNOVER & STAFF

Please summarise the annual turnover of your organisation over the last 3 years. If your organisation is part of a group, please supply figures for both your own organisation and for the group.

OWN ORGANISATION		TURNOVER
Year		£
Year		£
Year		£
GROUP (if applicable)		
Year		£
Year		£
Year		£

(A copy of your audited accounts for the most recent two years may be requested).

How many staff does your organisation employ?	
--	--

FORM D7: INSURANCES

<i>Please confirm your current levels of insurance for the following (please tick):</i>	Confirmed
Public Liability Insurance: for any one event, insured for £10m or more	
Employers Liability Insurance: for any one event, insured for £10m or more	
Professional Indemnity Insurance: for any one event, insured for £10m or more	

(Please attach evidence of valid insurance policies to your tender)

FORM D8: APPROACH AND KNOWLEDGE

QUESTION	YOUR RESPONSE (or refer us to an appended document if you prefer)
Please indicate how you would deliver this contract: include what you think STC is looking for, ramp-up, contract start, timings, time required, resources, risks/mitigation and so on.	
Which areas of knowledge and experience (with specific examples where possible) do you believe	



make you competent to deliver the contract?	
---	--

FORM D9: EXAMPLES OF CONTRACTS YOU HAVE DELIVERED

Please provide details of up to three contracts from either the public or private sector (or both), that have been completed in the past **three** years.

	Contract 1	Contract 2	Contract 3
<i>Customer Organisation (name):</i>			
<i>Customer contact name, phone number and email</i>			
<i>Contract completion date</i>			
<i>Contract Value</i>			
<i>Brief description of contract</i>			

Important notice: If you do not wish the Council to contact any of the above-mentioned customers for reference then please indicate in the table above.

FORM D10: EQUAL OPPORTUNITIES

Does your organisation have an Equal Opportunities policy?	Yes / No
Does your organisation ensure that it remains compliant and up to date with the Equality Act 2010?	Yes / No

FORM D11: QUALITY ASSURANCE

Does the relevant section of your organisation hold a recognised quality management certificate, for example ISO 9001 or equivalent?	Yes / No
If "Yes", please enclose a copy of the certificate.	
If "No", please describe any actions you take to ensure quality is consistently monitored and maintained throughout your organisation.	



Is your organisation a member of any relevant professional / trade associations?	Yes / No <i>If "Yes", please state which:</i>
--	--

FORM D12: HEALTH AND SAFETY

Does the relevant section of your organisation hold a recognised Health and Safety management system certificate?	Yes / No
If "Yes", please enclose a copy of the certificate.	
Do you have a company Health and Safety policy?	Yes / No
If "Yes", please enclose a copy with your response.	
If "No", please briefly describe what arrangements you have made to manage Health and Safety within your organisation.	
Have you been the subject of any Improvement or Prohibition Notice or prosecution or been a defendant in any case brought under Health and Safety legislation within the last three years?	Yes / No <i>If "Yes", please provide details:</i>

FORM D13: ENVIRONMENTAL MANAGEMENT

Does your organisation hold a recognised environmental management systems certificate, for example ISO 14001 or equivalent?	Yes / No
If "Yes", please enclose a copy of the certificate.	
If "No", please describe any actions your organisation currently undertakes to demonstrate a responsible attitude towards environmental management.	

FORM D14: SEAFORD TOWN COUNCIL – SOCIAL VALUE PLEDGE INVITATION

Seaford Town Council is committed to improving and enhancing the town of Seaford by working together with all sectors of the community to provide benefit for all. As part of this commitment, Seaford Town Council invites all prospective suppliers to submit a Social Value Pledge alongside their procurement response. Social Value can be defined as the additional benefits and outcomes to the community from commissioning and procurement processes, over and above the delivery of goods, services and works.

It can include

- social benefits that positively affect the lives of individuals and/or communities
- economic benefits that support local industry or economy
- environmental benefits that result in improved sustainability or positive outcomes for our local environment.

We encourage all suppliers to consider how you might like to contribute additional social value to this project if your procurement bid is successful, however completing a Social Value Pledge is not a compulsory part of the procurement process and we must emphasise that your submission will not carry any commercial advantage in the



procurement process. No information provided in your Social Value Pledge will be made available to the Procurement Panel or used in any evaluation of your procurement response.

If you have any questions regarding the completion of this form, please contact projectsandfacilities@seafordtowncouncil.gov.uk

Company Name:	
Project:	
Social Value Pledge:	

CHECKLIST: PLEASE NOW CHECK THAT YOU HAVE INCLUDED, IN YOUR RESPONSE

- your completed documents covering all the (short) forms in Part D (above)
- your insurance documents (please see D12 for details)
- any separate attachment you have created or wish to offer (but NOT brochures or general marketing material)

Thank you for your interest in working with Seaford Town Council to secure Seaford's best future.



Seaford Town Council

Report No:	174/23
Agenda Item No:	10
Committee:	Community Services
Date:	7th March 2024
Title:	Dog Waste Bins – Options for Future Arrangements
By:	Chris Moore, Temporary Projects Officer
Purpose of Report:	To present options for dog waste bins across Seaford for the Committee to consider

Recommendations
The Committee is recommended:
<ol style="list-style-type: none">1. To note the contents of the report.2. To agree to pursue option 3 of the report, replacing all 32 Town Council-owned single unit dog waste bins with single unit, dual litter and dog waste bins.

1. Information

- 1.1 Lewes District Council's (LDC) Street Cleansing Team regularly empties 63 single unit dog waste bins in Seaford, 32 of which are owned by Seaford Town Council (STC) (which pays for the collections).
- 1.2 The current charge by LDC to STC to collect waste from each individual dog waste bin is £6 per collection, per unit.
- 1.3 Both STC and LDC Waste Services are looking to make efficiencies where practical, yet still provide a robust service for customers and residents.
- 1.4 LDC has presented three options in relation to the current programme.
Option 1: do nothing and continue as current.
Option 2: replace the existing dog waste bins based on wear and tear, as and when required, to single compartment dual litter and dog waste bins (where both litter and dog waste can be placed in the unit).

(a) Collection charges would be a lower rate at £3 per collection.

(b) Estimated rate of replacement is roughly two bins per year.

Option 3: is to replace all 32 single unit dog waste bins in one go with dual litter and dog waste bins.

(a) As with option 2, collection charges would be a lower rate at £3 per collection.

- 1.5 At present, LDC Waste Services combine dog waste and litter after being collected, so the proposal to introduce dual litter bins does not make a difference on how waste is handled by LDC but instead simplifies the collection process.
- 1.6 Based on LDC's experience in other towns where dual bins are being used, the increased capacities of dual bins will reduce the requirement for emptying and the carbon footprint of this activity.
- 1.7 LDC's Waste Services have found no evidence that dual bins are a deterrent to placing dog waste into them. However, if new dual bins are approved, Officers will use all of STC's communication channels to inform people that the new dual waste bins are suitable for dog waste disposal and monitor this to ensure that the dual bins are being used properly.

2. Financial Overview Per Option

- 2.1 The current charge by LDC to STC to collect waste from each individual dog waste bin is £6 per collection per unit, which works out as £832 each month (based on one collection per week) and a gross total of £9,984 per annum.

Option 1:

- 2.2 Option 1 would see no change to the current annual cost i.e. £9,984 per annum.

Option 2:

- 2.3 Moving to dual litter and dog waste bins, LDC would charge STC £3 per collection per unit.
- 2.4 The replacement cost is £327 per unit (including the cost of the bin unit itself and installation, based upon the bin unit recommended by LDC).
- 2.5 Whilst it is anticipated that the dual bins will reduce the frequency of emptying (see 1.10 above), for the sake of being prudent with financial forecasting, officers have based this on the current level of one collection per week.

2.6 Option 2 would see a sliding scale of changes to annual costs based upon an estimated two bins being changed per year, as below:

	Current Cost per annum	Year 1	Year 2	Year 3	Year 4	...Year 16
Capital costs	-	£654	£654	£654	£654	£654
Revenue collection charges	£9,984	£9,672	£9,360	£9,048	£8,736	£4,992
Total cost	£9,984	£10,326	£10,014	£9,702	£9,390	£5,646
Running total	-	-£342	-£30	£282	£594	£4,338

2.7 To summarise, from year 3 onwards (2026 – 2027), the financial savings from the collection costs would offset the expenditure incurred to replace the bins in that year.

2.8 Option 2 would represent an increase on the dog waste bins annual expenditure of £342. Future year’s budgets would be set accordingly but would represent a reduction in budget year-on-year, as per the above table.

Option 3:

2.9 If replacing all 32 dog waste bins at the same time, based upon the reduction in collection cost from £6 to £3, collection costs would be halved to £4,992 per annum with immediate effect.

2.10 The capital spend on purchasing and installing new bins would be £10,464 (based on 32 units x £327 cost).

2.11 The capital costs would be incurred in the 2024 – 2025 financial year but would be partly offset by the reduction in collection costs, therefore representing an additional cost of £5,472 in the 2024 - 2025 financial year.

2.12 2025 – 2026 onwards would see a 50% reduction in costs of £4,992 per annum.

2.13 By the third year (2026 – 2027), STC would see its return on investment if taking option 3:

	Current cost per annum	Year 1	Year 2	Year 3
Total capital spend	-	£10,464	-	-
Revenue collection charges	£9,984	£4,992	£4,992	£4,992
Total cost	£9,984	£15,456	£4,992	£4,992
Running total	-	-£5,472	-£480	£4,512

2.14 Option 3 would represent an increase on the dog waste bins annual expenditure of £5,472. Future year's budgets would be amended to reflect the immediate reduction in collection costs going forwards.

3. Deployment Plan

3.1 Officers have been in recent contact with LDC about its plans for deployment. LDC is ready to start detailing the installation plan if the project and funds are approved.

3.2 To confirm, this includes dog bins on the Golf Course, Nature Reserve, Crouch, Salts, Martello Fields and Other Open Spaces, not the seafront which saw a rollout of refurbished bins in 2023.

3.3 LDC would be responsible for removing and handling the old bins.

3.4 If option 3 is chosen, all bin installations *not* requiring groundworks will be completed as one 'group' and installations requiring groundworks will also be grouped together, enabling the installations to be as efficient as possible and the change to be as rolled out across the whole town as quickly as possible.

4. Recommendations

4.1 Based on the financial information section within this report, Officers recommend that the Committee pursue option 3 within the report – the replacement of all bins at the one time.

5. Contact Officer

5.1 The Contact Officer for this report is Louise Lawrence, Head of Assets, Projects & Services.



Seaford Town Council

Report No:	179/23
Agenda Item No:	11
Committee:	Community Services
Date:	7 th March 2024
Title:	Compostable Toilet Locations
By:	Helen Vits, Events & Sponsorship Officer
Purpose of Report:	To seek approval of the next locations for the two accessible, compostable toilet blocks owned by the Town Council

Recommendations

Full Council is recommended:

1. To note the contents of the report.
2. To agree to the compostable toilet blocks being relocated to South Hill Barn and The Crouch after the completion of the Martello Toilets redevelopment, with the exact footprint to be determined operationally by officers.

1. Introduction

- 1.1 At its meeting in November 2023, Full Council agreed to the purchase of two moveable, compostable toilet blocks initially to support the Martello toilet redevelopment but with the long-term vision of utilising them in other areas following the completion of works in April 2024.
- 1.2 Full Council delegated power to the Community Services Committee to consider future locations of the toilet blocks, recognising that there were other sites within the town that would benefit from the introduction of toilet facilities.

- 1.3 This report is making recommendations for the location of the two toilet blocks.

2. Location

- 2.1 Given the growing tourism and public use of South Hill Barn and The Crouch, Town Council officers would like to consider the relocation of these units to these sites to service visitors and the wider community.
- 2.2 Via the Crouch Stakeholders Group, the stakeholders have requested that the Town Council provides toilet facilities on site, as home to a number of sports clubs, community garden, children's play area, youth club, peace garden and open space that is well frequented and valued by other users.
- 2.3 Seaford Head Nature Reserve Committee has also supported a toilet at South Hill Barn, following concerns being raised around the need for a facility in this area given its popularity with local residents and visitors.
- 2.4 As the units are both accessible and offer a green waste management solution, officers believe they are well suited to the proposed environmentally focused areas.

3. Logistics / Operational Management

- 3.1 Officers would work closely with partners and stakeholders at both sites to identify the most appropriate location for the units and, if required, react should there be an operational need to change the exact footprint within the site.
- 3.2 This includes working with the build team at Compoost Solutions to ensure safe and appropriate movement of the facilities – the charge for this work is set out in the financial implications below.
- 3.3 The units will be cleaned twice a day, this being included within the upcoming toilet tender appearing elsewhere on this agenda.
- 3.4 Officers will also ensure the facilities are monitored and emptied appropriately. Compoost Solutions will carry out six-monthly site visits to carry out pre-planned maintenance.

4. Future Ideas / Considerations

- 4.1 Officers will look at the feasibility of introducing a charge for the facilities when events are being held on site. This would capture the costs

associated with increased usage and endeavor to support in ongoing operational costs.

5. Financial Implications

- 5.1** There is a one-off cost for the build team to move and site each unit estimated at £1,500 per unit plus VAT, a total of £3,000 plus VAT, which is an additional project cost.
- 5.2** There are no further direct costs as a result of this report.
- 5.3** The ongoing costs of the toilets to the Town Council would be incurred regardless of location and include six-monthly maintenance site visits (£1,200 per annum), cleaning (estimated at approximately £8,500 per annum) and emptying the facilities (approximately £1,300 per annum).

6. Contact Officer

- 6.1** The Contact Officer for this report is Helen Vits, Events & Sponsorship Officer.



Seaford Town Council

Report No:	171/23
Agenda Item No:	12
Committee:	Community Services
Date:	7th March 2024
Title:	Salts Tennis Courts Concession
By:	Louise Lawrence, Head of Assets, Projects & Services
Purpose of Report:	To provide an update on the Town Council's launch of a Tennis Concession at The Salts and seek approval of the amended approach being taken in partnership with the Lawn Tennis Association

Recommendations

The Community Services Committee is recommended:

1. To note the contents of the report.
2. To approve the amended approach for introducing a Tennis Concession being taken in partnership with the Lawn Tennis Association.
3. To delegate power to the Head of Assets, Projects and Services, in consultation with the Chair of Community Services and RFO, to negotiate and agree the first year's annual rental fee for the Tennis Concession.

1. Information

- 1.1** Seaford Town Council is seeking a Tennis Partner for the Salts Tennis Courts.
- 1.2** In February 2021, the Community Services Committee approved the offer of a tennis coaching concession.
- 1.3** In December 2022, the Community Services Committee were updated that the current approved offer had not attracted interest.

- 1.4 Officers have been working with the Lawn Tennis Association (LTA) and have reframed the concession.
- 1.5 The concession is available for one year initially, to enable encouragement of tennis players to play on the Salts Tennis Courts.
- 1.6 At the end of the year, Officers will review the success of the scheme and if successful, may offer a five-year concession.
- 1.7 The Salts Tennis Courts at present are offered to the public on a pay-and-play basis or via a year's membership.
- 1.8 In 2023 – 2024, the Town Council has generated an income of approximately £5,444 (this excludes income for February and March 2024 as these figures are not yet known) against a budget of £8,465. This is due to no coaching income but also less income being received from pay & play and memberships than has been anticipated (the latter being partly a consequence of having no coaching on site).
- 1.9 Expenditure year to date is significantly under budget at £1,303 against a budget of £11,425. However, £9,150 will be ear marked at year end towards future tennis court loan repayments and maintenance costs, bringing the full year's expenditure in line with budget.
- 1.10 The Town Council's projected running costs, including repayment of the loan, for 2024 - 2025 are £9,851. Budgeted income is £6,525, which is based on court hire and membership fees alone. No coaching income was budgeted for 2024 – 2025 due to the uncertainty.

2. Concession Contract

- 2.1 The draft concession tender pack is included at Appendix A.
- 2.2 The successful tennis operator (the 'concessionaire') is to work in partnership with the LTA to:
 - (a) encourage local residents to either take up or play more tennis
 - (b) improve local tennis facilities for residents
 - (c) make sure local tennis courts are sustainable in the years to come.
- 2.3 It has been suggested by the LTA us that the annual rental fee be around £5,400 but with the first year's rental fee negotiable, to help ensure this is an attractive offer to operators and recognise that this would be the first coaching operation onsite.

- 2.4 The concessionaire 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.
- 2.5 The concessionaire 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.
- 2.6 The cost for the floodlights' electricity will be recharged to the concessionaire quarterly throughout the year.
- 2.7 The concessionaire will be responsible for the cleanliness of the site and shall always maintain a high standard of presentation of the courts.
- 2.8 The concessionaire will ensure that there is plenty of availability for community tennis and will carry out a six-monthly review and meet with Town Council officers to discuss this.
- 2.9 Fees will be payable quarterly in advance.

3. Financial implications

- 3.1 No coaching income has been budgeted for the tennis courts for 2024 – 2025 due to the uncertainty of this income stream.
- 3.2 With the proposal of a negotiable first year's rental fee, it is difficult to understand the exact financial impact of this change in approach. However, at present no coaching rental fee is being received or budgeted for and as such, any income will be an improvement on budget.
- 3.3 It is also anticipated that the introduction of coaching onsite should help increase court hire and membership fees but this is not currently possible to put a financial value to.

4. Contact Officer

- 4.1 The Contact Officer for this report is Louise Lawrence, Head of Assets, Projects & Services.



Seaford Town Council

TENNIS COURT MANAGEMENT SERVICES AT THE SALTS TENNIS COURTS

The Salts Recreation Ground

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 favored 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 LTA, benefit from

automated court floodlighting and gate access technology, which work in conjunction with ClubSpark, 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).

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 favorable 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 LTA to:

- 1) Encourage 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 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.

The initial contract is anticipated to be for one year as a trial, a review will take place after 1 year to determine the length of the concession thereafter. The review will be held prior to the year 1 end, around month 10.

Expectations

Focus of operation and coaching programme:

- To develop, deliver and promote an effective, inspiring, and sustainable community tennis venue for people of all ages and abilities (adults, juniors, minis).
- Provide attractive opportunities for casual and recreational players

- Support LTA initiatives where appropriate, specifically British Tennis Weekends 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.
- Maximise the potential capacity of Seaford Tennis.

CourtsClubSpark Booking System

- To be responsible for LTA Venue Registration, and ClubSpark.
- The Operator shall use ClubSpark for court and programme management.

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 to operate the courts and programme at The Salts Recreation Ground. The tennis operator would be entitled to keep all income from any coaching, membership, and court bookings.

The proposed annual rental fee is £5,400. This is to cover the sinking fund that the Council will manage for future capital works. We appreciate this is an initial one-year arrangement, but for the right applicant there may be an opportunity for a concession of up to 5 years, following a successful review at the end of Year 1. On this basis we are open to negotiations regarding the Year 1 annual rental fee

The annual rental fee will exclude:-

- Annual CIA Gate Access System maintenance charge (premium gate)
- Annual LTA Venue Registration charge

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 the first year to discuss the suitability and success of the operation and 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 tennis operator will be expected to deliver any court maintenance.

For any reason, should the contract start date be later than 08.04.2024 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, alongwith the Tender Timetable.

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

DRAFT



Seaford Town Council

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

Tender Application for the right to occupy under Concession

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	8 th March 2024
Deadline for tender return*	27 th March 2024
Tender awarded	5 th April 2024
Contract Start	8 th April 2024

*Please note that the Council reserves the right to close the application window early, if suitable candidates apply

1.	Name of Applicant	
2.	Address	
3.	Telephone	
4.	Email	
<p>Tender Response Quality Questions (please continue each item on a clearly marked separate page if needed).</p>		
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.	How long would you like the lease to be for, following the initial trial Year? <i>Note – A minimum of 3 years</i>	
8.	Outline your experience of previous Tennis Partnership(s) with Local Authorities and Community partners in particular, 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>	

14.	How you will provide an ongoing risk assessment covering Activities and please provide a template as part of your submission	
16.	Outline of your GDPR policy and method statement about managing player data.	
17.	Competent IT skills (MS Office/ClubSpark)	
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 Concession to operate the site as described above and, in the location, shown on the plan overleaf.

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

(Subject to a minimum rental fee as outlined under Rental Fees on Page 3) The Council is not bound to accept the highest tender, or any offer.

DRAFT

Terms and Conditions:

The Concession, a duplicate of which shall be executed by the Concessionaire, shall contain a covenant by the Concessionaire 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 Concessionaire the rights 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 Concession 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 Concessionaire 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 Concessionaire 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 Concessionaire 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 Concessionaire is responsible for providing all the necessary equipment to deliver both individual and group coaching.

2. Period of Performance

- 2.1 The Concession is to be signed within fourteen days of the acceptance of the tender by the Council.
- 2.2 The Concession start date is proposed for Monday 8th April 2024.
- 2.3 The Service shall be provided for the agreed term, starting from Monday 8th April 2024, with a review for both parties immediately after year 1 - this being the end of the financial year 2024/25 on March 31st 2025).

3. Finances

- 3.1 The Concessionaire agrees to pay the above-mentioned fee submission sum(s) for a Concession to Occupy the Site.
- 3.2 The Year 1 costs will be paid quarterly, at least 14 days in advance of the payment dates by the Concessionaire. Payment dates will be 31st March, 30th June, 30th September, 31st December, unless the start date for the contract is delayed for any reason.

- 3.3 The Concessionaire shall be responsible for the payment of general rates and all other outgoings arising from the use of the site.
- 3.4 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.
- 3.5 The Concessionaire is to set up the venue registration with LTA so that the LTA will invoice the cost directly to the Concessionaire.
- 3.6 All figures are exclusive of VAT, which will be charged at the standard rate at the time.
- 3.7 All income generated through court bookings, passes and coaching options belong to the Concessionaire. This includes both pay and play sessions and any pass schemes that the Concessionaire implements.
- 3.8 The Concessionaire will maintain full, accurate and up-to-date records of the financial and operational performance of the courts.
- 3.9 On request the Concessionaire shall make available to Seaford Town Council within 14 days full and complete accounts in relation to these terms.
- 3.10 The Concessionaire shall utilise ClubSpark for all court and programme management.
- 3.11 The cost for the floodlights' electricity will be recharged to the Concessionaire 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. 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 Concessionaire.
- 4.3 The Concessionaire 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 Concessionaire 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 Concessionaire and be available for inspection by Seaford Town Council.
- 4.5 The Concessionaire 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 Concessionaire 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 Concessionaire 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 Concessionaire 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 Concessionaire 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 Concessionaire 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 Concessionaire resulting from storm, high seas, tempest, pandemics, or another cause whatsoever or for the condition of the site. The Concessionaire shall enforce the legislation relating to smoking in public places.
- 4.10 The following hygiene and safety standards and rules must be maintained and enforced within the facility by the Concessionaire 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 guidedogs 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.
- 4.11 The Concessionaire 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.

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 Concessionaire 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 concession. The Concessionaire 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 Concessionaire quarterly throughout the year.
- 5.4 The Concessionaire 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 Concessionaire must not park their vehicles or permit those being coached to park onsite 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 Concessionaire 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 Concessionaire 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. Concessionaire and Coach requirements

6.1 The Concessionaire must have a Safeguarding policy (which includes whistleblowing), and policy statement. The Concessionaire 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 Concessionaire 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 Concessionaire 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 Concessionaire 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 Concessionaire 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 Concessionaire to coach on the tennis courts.
- 6.9 The Concessionaire shall ensure that appearance of the coach(es) on court is acceptable; this will include appropriate tennis attire and footwear.
- 6.10 The Concessionaire 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 Concessionaire 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 Concessionaire is to work in partnership with the 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 Concessionaire 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 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 Concessionaire must meet the LTA's Minimum Registration Standards as part of LTA Venue Registration.
- 8.2 The Concessionaire 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 Concessionaire shall use ClubSpark to administer all individual lessons, courses, and holiday camps, maintaining The Concessionaire's ClubSpark page. No other venue management system will be allowed.
- 8.3 The Concessionaire shall ensure that courts are released if not being used to the public if not being used for coaching activity.
- 8.4 The coach to pupil ratios will be in line with those recommended by the LTA.
- 8.5 The Concessionaire shall provide and maintain an administration system, which effectively and efficiently enables members of the public to contact the Concessionaire by telephone or email. The Concessionaire shall arrange for notices to be permanently displayed on site, in the form and containing such information approved by Seaford Town Council, including The Concessionaire's contact details.
- 8.6 The Concessionaire 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 Concessionaire.
- 8.8 The Concessionaire or suitably qualified staff shall attend quarterly, or as arranged, meetings.
- 8.9 The Concessionaire 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 Concessionaire 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 Concessionaire must meet the LTA's Minimum Registration Standards as part of LTA Venue Registration.
- 8.12 The Concessionaire 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 Concessionaire will hold a GDPR policy and method statement about managing player data.
- 8.14 The Concessionaire 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 Concessionaire shall be responsible for evidencing that the venue's annual registration with the Lawn Tennis Association (LTA) is maintained.
- 8.16 The Concessionaire will make available to Seaford Town Council the 6-monthly review of the tennis court usages as per item 1.5.
- 8.17 The Concessionaire 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 Concessionaire 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 Concessionaire 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 Concessionaire 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 Concessionaire 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 Concessionaire 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 Concessionaire 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 Concessionaire's Additional Obligations

- 10.1 During the Concession the Concessionaire 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 Concessionaire 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 Concessionaire 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 Concessionaire 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 Concessionaire 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 Concessionaire 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 Concessionaire 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 Concessionaire 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 Concessionaire 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 Concessionaire, 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 Concessionaire or its personnel.

11.4 The Concessionaire 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.

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 Projects and Facilities
projectsandfacilities@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 'concessionaire' is defined as an organisation that operates and manages, the 3 courts, and systematically organises tennis activity for the benefit of multiple players.

Note: Information was correct as of 15th February 2024.

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

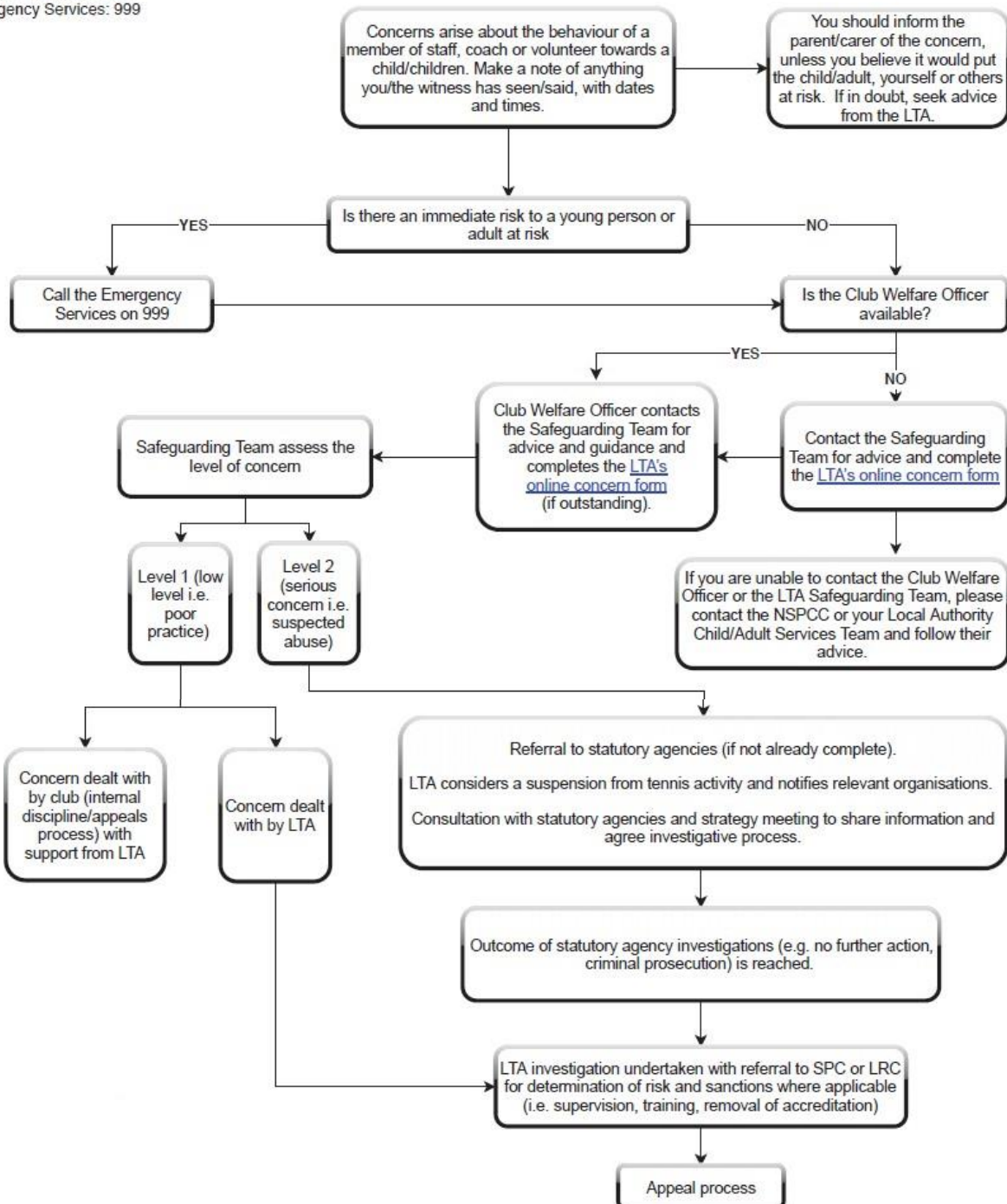
Reporting a Safeguarding Concern within the Tennis Environment

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.*

DRAFT

Appendix C

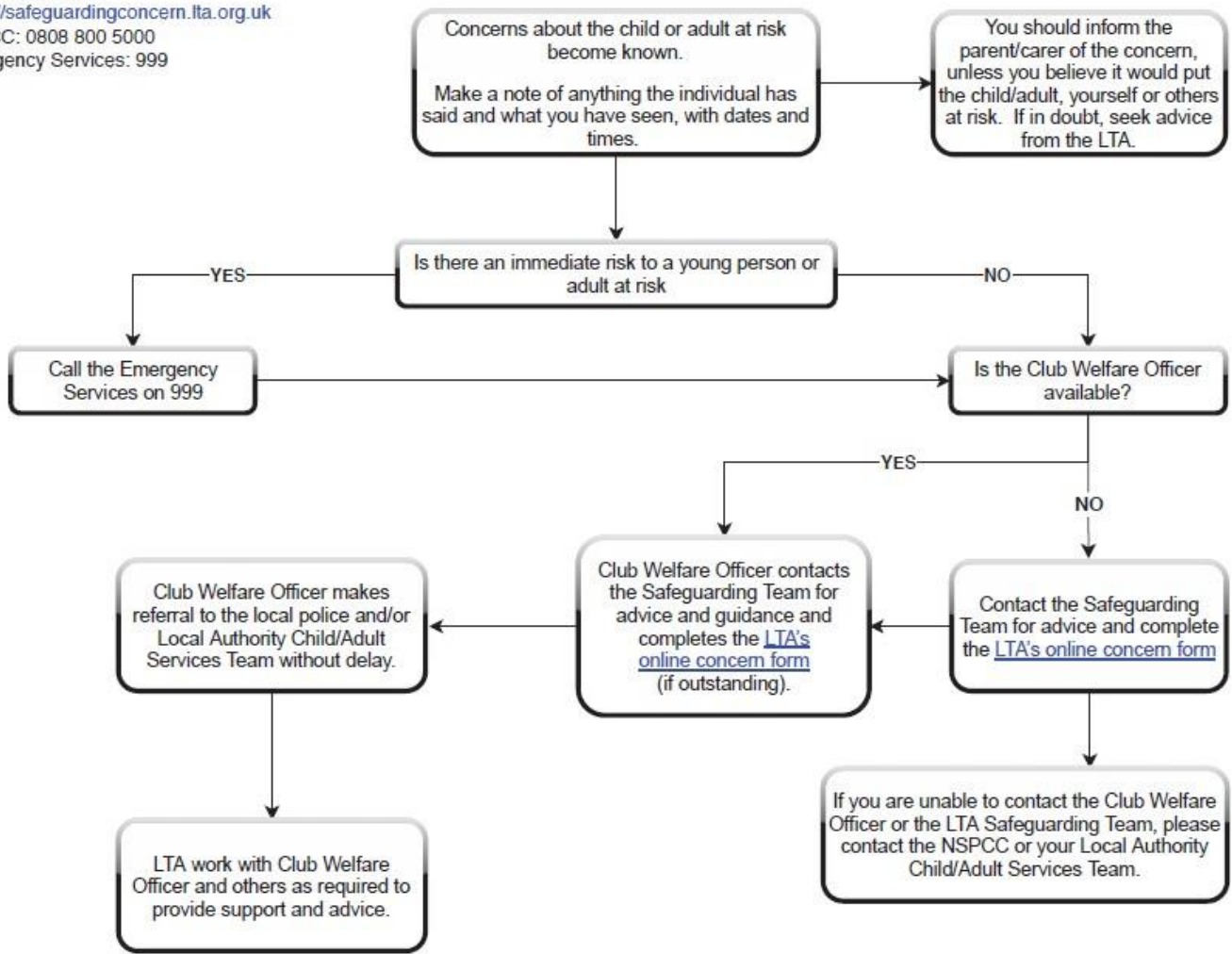
Reporting a Safeguarding Concern outside the Tennis Environment

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





Seaford Town Council

Report No:	173/23
Agenda Item No:	13
Committee:	Community Services Committee
Date:	7th March 2024
Title:	Trades Person Framework
By:	Louise Lawrence, Head of Assets, Projects & Services
Purpose of Report:	To seek approval of a Trades Person Framework being established that enables the Town Council to effectively address increasing maintenance demands across its portfolio of assets

Recommendations
The Community Services Committee is recommended:
1.To approve that a Trades Person Framework be established.

1. Overview

- 1.1 As the maintenance demands across the Town Council's portfolio of assets continues to grow, it is a good time for the Council to consider establishing a Trades Person Framework.
- 1.2 This framework would streamline the process of accessing skilled tradespeople for various tasks, including electrical, carpentry, plumbing, and odd jobs as required.
- 1.3 The framework would also facilitate efficient communication and bidding processes, allowing for the timely completion of tasks.
- 1.4 The Trades Person Framework would play an important role in enhancing the Town Council's ability to address maintenance demands across its portfolio in a cost-effective and timely manner. In addition, by working with skilled local tradespeople and implementing efficient processes, the Town

Council can uphold its commitment to maintaining high standards of quality and safety across its operations.

2. Key Components of the Trades Person Framework:

- 2.1** The recommended key components of the Framework are described below.
- 2.2** Insurance and Certificates: All tradespeople participating in the framework will be required to provide proof of insurance and relevant certificates to ensure compliance with regulatory standards and safety protocols.
- 2.3** Job Posting and Bidding Process: Jobs will be posted on WhatsApp, providing tradespeople with the opportunity to review, and bid on a whole-job basis. This transparent bidding process will enable efficient cost management and ensure competitive pricing.
- 2.4** Flexibility and Choice: Tradespeople participating in the framework will have the flexibility to pick and choose the work they wish to undertake based on their availability and expertise.
- 2.5** Likely Completion Date: Each job posted on the framework will include a likely completion date, allowing for effective planning and scheduling. This ensures timely completion of tasks and minimises disruptions to operations.
- 2.6** The framework will be reviewed each year to meet the Town Council's data protection responsibilities and adjusted as appropriate to meet the Town Council's maintenance demands.

3. Conclusion

- 3.1** The Committee is asked to approve a Trades Person Framework being established. To support the introduction and success of the framework, officers will create the necessary operational processes to set up and deliver the framework.
- 3.2** The establishment of the Trades Person Framework aligns with the Town Council's Financial Regulations by promoting transparency, accountability, and efficiency in procurement processes. By implementing a structured framework, officers can effectively manage costs, track expenditures, and ensure adherence to budgetary constraints.

4. Financial Implications

- 4.1** There are no direct implications as a result of this report, as this report is about the process used to determine and assign expenditure, rather than approving any additional expenditure.

5. Contact Officer

- 5.1** The Contact Officer for this report is Louise Lawrence Head of Assets, Projects & Services.