

The City of Edinburgh Council

Specification

WINTER FESTIVALS

Lot 1 - Edinburgh's Christmas

REF: CT1043

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1. BACKGROUND

- 1.1. Edinburgh's Christmas offers a rich and varied programme of activities, events, attractions and celebrations designed to provide magical experiences for visitors and residents alike.
- 1.2. Historically, Edinburgh's Christmas has taken place over a six-week period from around the third weekend in November to around the 6th of January, at locations in and around the city centre. Previous activities have included a market offer, fairground, family attractions and an ice rink.
- 1.3. In 2021, an extensive public consultation on the future of the city's winter festivals was undertaken. The results of that consultation are appended to the tender pack in Appendix 1 – CEC Winter Festival Consultation Report (separate attachment). General principles for the programme of Edinburgh's Christmas emerging from the consultation are reflected throughout this document.
- 1.4. It is the intention that any Contract resulting from this ITT will commence in Spring 2022 to service the 2022/23 requirement. The Contract term will be for an initial period of three years with two optional 12 month extensions undertaken at the sole discretion of the City of Edinburgh Council (the Council).
- 1.5. Following the first year of the Contract, should the Council consider the scope of change to be significant a break clause will be applied. Variation on model; the Council reserves the right to change the model.
- 1.6. Following the first year of the Contract, should the Council consider that any of the key driving principles set out in paragraph 2.1 below have not been met, the Council reserves the right to terminate the Contract.

2. SCOPE OF SERVICES

- 2.1. The Council requires a Contractor to produce, deliver and manage a range of services connected to the design, co-ordination, management and delivery of Edinburgh's Christmas. The key driving principles which must be applied to delivery of the Contract are:
 - Continue to provide high quality Christmas celebrations which will be valued by residents and visitors, and continue to enhance Edinburgh's reputation;
 - Avoid overcrowding and improve access by distributing Christmas celebrations more widely throughout the city centre;
 - Extend Christmas celebrations to other parts of the city outside of the city centre;
 - Improve and evidence the environmental sustainability of Edinburgh's Christmas, including through the local sourcing of products and minimising use of greenspace;
 - Improve access for those previously less able to participate, including through physical accessibility, the design of activities for those with a range of needs, and for people on lower incomes and from deprived areas;
 - Focus on making the celebrations family friendly;
 - Introduce alcohol-free times and/or areas within Christmas celebrations;
 - Maximise Small and Medium Enterprises (SME's) engagement to establish local market growth, including giving priority to existing and new local businesses and creatives;

- Emphasise the character and culture of Edinburgh through the design and use of existing buildings and spaces, temporary constructions, events, branding and advertising; and
 - Minimise any use of greenspaces.
- 2.2. The Contractor shall act as the central point to drive all activities associated with the design and delivery of Edinburgh's Christmas and have overall responsibility to develop and deliver the Christmas offer programme, sponsorship and marketing to ensure the best possible visitor experience is created and delivered to the highest possible standard.
- 2.3. Although the Council wish to maintain a programme of core events for Christmas (as detailed below at paragraph 2.11) the Contractor is not required to follow any precedents set by previous programmes.
- 2.4. Accordingly, the Council wishes to consider variations to the historic events in terms of programme content, locations used and duration of events and activities although it is expected that Edinburgh's Christmas will run for a period between four to six weeks.
- 2.5. Throughout the term of the Contract the Contractor will be required to review and develop Edinburgh's Christmas and:
- 2.5.1. identify new creative activities and events to refresh the programme;
 - 2.5.2. offer different customer experiences to what is being provided in other cities;
 - 2.5.3. create a dynamic, contemporary feel whilst retaining a sense of tradition, resulting in a 'unique to Edinburgh' product; and
 - 2.5.4. ensure the entire city and beyond benefit from the events by creating positive impact opportunities throughout the city.
- 2.6. The Contractor will be required to work with external agencies (such as EventScotland and the Scottish Government) to ensure that Edinburgh's retains its place as the centrepiece of Scotland's winter celebrations.
- 2.7. Funding streams (e.g. Scotland's Winter Festivals) have previously been made available through these national agencies; while there is no guarantee that these will continue it is essential that the successful Contractor engage with them as early and as fully as possible.
- 2.8. The event will be produced, managed and delivered by the Contractor on behalf of the Council. The Contractor will report directly to the nominated Council Contract Manager in the Culture and Wellbeing Service.
- 2.9. The Contractor shall be required to appoint Gold and Silver Commanders to be in place at the Multi Agency Control Centre (MACC) during any events where large crowds are expected. The Silver Commander will have overall tactical responsibility for the event on behalf of the Council.
- 2.10. The Contractor shall be responsible for the supply and expenditure of all facilities, equipment and personnel related to the delivery of the Edinburgh's Christmas programme.

EDINBURGH'S CHRISTMAS

- 2.11. **Edinburgh's Christmas** shall comprise the following core events, which must be delivered:
- 2.11.1. City centre Christmas Lights switch-on, including the Mound tree gifted from Vestland, Norway; and

- 2.11.2. Installation of a nativity scene and carol concert.
- 2.12. In addition to the core events above, the Contractor shall also provide various activities, attractions and celebrations. The Christmas programme shall enhance the offering for the audiences and maintain brand leadership, quality of product, and the profile and reputation of the city. These events are to be innovative and creative whilst providing a family-based programme that will attract visitors to the city and local neighbourhoods, encourage residents into the city centre and provide community celebrations. City centre activities shall also positively impact the entire city centre, ensuring a spread of activity across city centre venues/sites and not focus solely on the New Town or concentrated areas within the city centre. For the avoidance of doubt, it is envisaged that the main activities will take place across the city centre with ancillary activities at sites across the city (e.g. local town centres).
- 2.13. The Council is committed to supporting local businesses. The Contractor is expected to offer subsidised or free opportunities for local makers, crafts, artisans and producers to participate in events and activities.
- 2.14. Prior to any approvals, the Contractor must submit final plans to the Council for agreement.
- 2.15. All sites must prioritise power sources that do not rely on diesel generators. Wherever possible, alternatives must be used.
- 2.16. The following sites shall be made available.
- 2.16.1. **Festival Square** (power, water and waste connections available)
<https://www.google.co.uk/maps/@55.9471746,-3.2069229,150m/data=!3m1!1e3>
- 2.16.2. **Castle Street** (power and water connections available)
<https://www.google.co.uk/maps/@55.9513525,-3.2030124,151m/data=!3m1!1e3>
- 2.16.3. **Princes Street Gardens East and West**
<https://www.google.co.uk/maps/@55.9499893,-3.1984069,608m/data=!3m1!1e3>
- 2.16.4. Large events in Princes Street Gardens can have a significant detrimental impact on the botanical gardens and their infrastructure including paths, bankings and beds. The Contractor should minimise disruption and impact on the gardens and devise innovative solutions to ensure minimal reinstatement is required and that the gardens are not adversely impacted. Solutions that make minimal use of the soft/green landscaping gardens and more use of hard standing will be viewed more favourably.
- 2.16.5. Please note that the Princes Street Gardens West site does not include the use of the Ross Bandstand. The West Gardens also act as a depot/base for gardening staff who will require access throughout.
- 2.16.6. Princes Street Gardens East hosts an annual Garden of Remembrance. No activities will be permitted to occupy the lawns east of the Scott Monument until after the garden has been removed by Royal British Legion Scotland. In addition, a defined 'no works' cordon must be maintained around the Gardens when they are installed; no works will be allowed on site on both Remembrance Sunday and 11th November to allow Remembrance events to take place.
- 2.16.7. For the foreseeable future access to Princes Street Gardens West via King's Stables Road is closed due to risk of rockfall from the castle rockface. The

Contractor must ensure that any plant and site infrastructure can be delivered via the St Cuthbert's Church graveyard and in strict accordance with their site access protocols. These are contained within Appendix 2 - Tree Protection Measures and Access to Princes Street Gardens West (separate attachment).

- 2.16.8. Activities proposed must have no detrimental impact on the trees or shrubs within the gardens. A robust tree protection plan must be agreed and executed with City of Edinburgh Council Parks & Greenspace officers before overall Christmas plans can be approved. Proposals that have little or no impact on trees or shrubs will be favoured.
- 2.16.9. All events within Parks and Greenspaces in Edinburgh must fulfil the conditions and recommendations contained within the Parks Events Manifesto (Appendix 2 - Tree Protection Measures and Access to Princes Street Gardens West (separate attachment)) including tree protection areas. If an event requires to exempt access rights to a particular area of the park as part of their set-up or running, then the local authority is required to apply for and advertise a Section 11 order. The burden of cost of this process is the responsibility of the event organiser.
- 2.16.10. The hire of any Parks or Greenspaces will be a direct hire relationship between the Contractor and the Parks, Greenspaces and Cemeteries Service of the Council. The current minimum hire charge for a large event in Princes Street Gardens East is currently £2,961 per day for 2022/23. Out of hours staffing costs and overtime are currently £63 per hour. Please note that hire charges for Parks will be subject to an annual increase in the region of 5%; as detailed in the Pricing Schedule. If site activities require closure of any Council facilities (e.g. site build in Princes Street Gardens preventing public access to the Scott Monument) then the Contractor must reimburse that facility for loss of income.
- 2.16.11. The Contractor will be responsible, where required, for the clearing and gritting of any paths within the gardens during adverse weather.
- 2.16.12. Should the presentation benches in the Gardens require to be relocated, a detailed method statement must be submitted to the Parks and Greenspaces before any approval is granted. Where possible, benches should not be moved.
- 2.16.13. **Mound Precinct**
<https://www.google.co.uk/maps/@55.9515543,-3.1959061,134m/data=!3m1!1e3>
- 2.16.14. Please note that due to the redevelopment of the National Galleries complex on the Mound that use of the Mound precinct will be restricted for 2022/23. The details of access for planning purposes will be dependent on scheduling of works by the Galleries.
- 2.16.15. Please note that there is a restriction on funfair activities on the Mound Precinct and any activity or infrastructure that moves, rotates or causes vibration. There is also a strict weight limit and a guide of 8kN/m² should be used in calculations when considering a programme of activities. Permission for the use of the Mound Precinct will be jointly issued by the National Galleries and the Council, once satisfied with proposals.

- 2.16.16. **High Street (including West Parliament Square)**
<https://www.google.co.uk/maps/@55.9497589,-3.1903789,294m/data=!3m1!1e3>

2.16.17. A Traffic Regulation Order (TRO) for a pedestrianised area between City Chambers and Hunter Square is in operation between 10:01am and 05:59am and this area could be used for events or other activities. West Parliament Square is managed between St Giles' Cathedral, Signet Library, City Chambers and the Consulate General of France. All stakeholders should be consulted by the Contractor and satisfied prior to any programme of activity being granted permission.

2.16.18. George Street

<https://www.google.co.uk/maps/@55.9526508,-3.2001946,548m/data=!3m1!1e3>

2.16.19. Any activity in George Street must have a strong cultural element and be sympathetic to the existing retail and business offer in the immediate vicinity. Access for deliveries and cycle lanes must be maintained throughout. The Contractor must gain agreement with Essential Edinburgh. before any activities are approved.

2.16.20. St Andrew Square

<https://www.google.co.uk/maps/@55.9541889,-3.1932759,168m/data=!3m1!1e3>

2.16.21. St Andrew Square is managed on behalf of the tenant landlords by Essential Edinburgh. Negotiations and enquiries for the use of St Andrew Square should be conducted through Essential Edinburgh and managed as a direct hire between the Contractor and Essential Edinburgh. Please note that there are restrictions on the type of activities permitted within the Square Gardens and must be assessed individually for approvals from the landlords via Essential Edinburgh.

2.16.22. Grassmarket

<https://www.google.co.uk/maps/@55.9474233,-3.19593,218m/data=!3m1!1e3>

2.16.23. The Contractor should consider activity that animates the Grassmarket during the period of Edinburgh's Christmas. The Grassmarket is a mixed residential and business area and there are restrictions on activities that generate excessive noise. Any proposed activity must be comprehensively communicated well in advance with the residents and businesses of the area.

2.16.24. East Market Street

<https://www.google.co.uk/maps/@55.9513897,-3.1856134,235m/data=!3m1!1e3>

2.16.25. Activity to support the businesses in the Arches development on East Market Street should be considered. This is a destination area comprising a mix of catering and retail outlets.

2.16.26. This list is not exhaustive, and the Contractor should consider other areas within the city. Please note that Waterloo Place/Regent Road cannot be used for any funfair or similar attractions or activities.

2.16.27. The list of sites is indicative of the geographic spread that would be desirable but is not an exhaustive or complete list of sites that could be considered. The Contractor is welcome to consider and propose alternative and additional sites. The Contractor should not infer that permission for proposed activity will automatically be granted; the Contractor will have to undertake consultation with the local community and businesses prior to any approval for occupation of city centre spaces (please refer to section 6.1 of this specification).

3. GENERAL TERMS

- 3.1. In addition to the preceding Scope of Services the Contractor must fulfil the following conditions:

SITE SERVICES

- 3.1.1. The Contractor shall manage and co-coordinate a complex mix of sub-contractors and suppliers on multiple sites containing multiple entertainments.
- 3.1.2. The Contractor shall manage the integration of activities and requirements of all individual contractors and suppliers in the build up, operation and dismantling and removal of sites.
- 3.1.3. The Contractor shall manage all day to day site operations and take responsibility for all aspects of quality control across the sites, including products, staff, visitors and the overall look of the sites.
- 3.1.4. The Contractor shall be responsible for contracting, arranging and managing all support services required for the activities including food, drink and any other merchandising concessions. This will include all common site services, such as the provision of water, power, security, site dressing, staging and day to day maintenance (and may include weather dependant contingencies e.g. gritting, wind management plans etc).
- 3.1.5. The Contractor shall seek and gain the Council's approval of all concessionaires and sponsors prior to conclusion of licence/rental agreements. The Contractor must provide full details of all income and revenue generating sub-contractors and must specifically highlight when a sub-contractor is a wholly or partially-owned subsidiary of the Contractor. The Council reserves the right to vet any Contractor or sub-contractor.
- 3.1.6. The event must provide toilet facilities, including disabled toilet use in accordance with legislation.
- 3.1.7. The Contractor will be responsible for supervising and controlling all persons present within the site and their exit and entry to and from the site.
- 3.1.8. Access to individual sites for build/strike periods will be in agreement with the Council; such agreement to be obtained in writing prior to accessing the site. The size and weight of transport will determine the most appropriate entry points. This, along with traffic management plans will be agreed by the Events Planning and Operations Group (EPOG) (See section 16 – Health and Safety) or other designated forum, e.g. City Wide Traffic Management Group.
- 3.1.9. Suitable ground protection must be used; such agreement to be obtained in writing prior to accessing the site, in agreement with the Council. The Contractor shall observe all reasonable instructions of the Council regarding taking precautions to prevent damage to any surface. The Council will be responsible for assessing any damage, procuring the necessary reinstatement work which will be paid for using reinstatement bond monies.
- 3.1.10. The Contractor shall vacate and return to the Council the site by the date and time of expiry in a safe and tidy condition, in order that the Council may have full and unimpeded use and/or access to the entire site from this date and time so that requirements for reinstatement can be assessed and any works undertaken.
- 3.1.11. The Contractor shall observe all reasonable instructions of Council employees regarding the day to day running of Council-owned venues and sites.

- 3.1.12. In performing its obligations in terms of the Contract, the Contractor shall exercise the diligence, skill and care which can reasonably be expected of a competent company experienced in works of the nature and size required in terms of this Contract.
- 3.1.13. The Contractor shall be responsible for the supply and maintenance of all equipment.
- 3.1.14. Within the vicinity of any parks or green spaces, the Contractor must agree in writing with the Council prior to accessing the site, measures to protect the trees (and canopies and root systems) and grass protection should be installed to protect grass areas. A detailed tree protection plan must be submitted to the Council before occupation of any affected sites can be agreed.
- 3.1.15. Activities proposed must have no detrimental impact on the trees or shrubs within the gardens. A robust tree protection plan must be agreed and executed with City of Edinburgh Council officers before overall Christmas plans can be approved.
- 3.1.16. The Contractor must be considerate to local residents and mitigate noise pollution accordingly.
- 3.1.17. The Contractor may be required to operate in the vicinity of other events, licence holders, residents and/or businesses (which may include shared access requirements). The Contractor is expected to promote partnership and cooperate with reasonable requests made to accommodate the needs of all parties.

WASTE MANAGEMENT

- 3.1.18. The Contractor will be responsible for the management on-site and removal of all waste from site ensuring that any sites occupied are kept clean and tidy. Contractor must appoint a Trade Waste supplier to remove waste from site, including waste generated by any concessions or sub-contractors.
- 3.1.19. The Contractor shall at all times comply with requirements laid down by the Council for litter management, recycling and disposal of waste.
- 3.1.20. Should the site be left in an untidy or unsafe condition, in the sole opinion of the Council, the Council shall itself clean or make safe the site, pay for such costs and shall be entitled to recover from the Contractor reinstatement bond the cost of such cleansing.

TRAFFIC MANAGEMENT

- 3.1.21. The Contractor will be responsible for ensuring all traffic management arrangements are in place to ensure safe delivery of events including applying for the necessary permissions e.g. Temporary Traffic Regulations Order (TTRO)

STEWARDING, SECURITY AND POLICING

- 3.1.22. The Contractor shall be responsible for site security and management including overnight security throughout the build, operation and de-rig of the event. Where the role or function requires it, stewarding and security staff must be Security Industry Authority (SIA) accredited.

- 3.1.23. The Contractor shall ensure the provision of an adequate number of attendants, stewards and officials trained to the satisfaction of the Council to ensure compliance with the terms of the Contract, the safety of all persons present at any events and the immediately surrounding area and the preservation of order therein during the term of the Contract.
- 3.1.24. The Contractor shall manage and supervise all day to day site operations in relation to stewarding and security including key stakeholders, site security, Police Scotland and other organisations as required.
- 3.1.25. The Contractor will be responsible for liaising directly with Police Scotland and complying with their recommendations in relation to suitable levels of cover for any events that require a Police presence. This includes Security and Counter-Terrorism recommendations and Hostile Vehicle Mitigation. The Contractor shall be liable for all costs associated with policing and security and will be responsible for complying with Police Scotland's policy of full cost recovery for events.

HIRE OF COUNCIL SITES

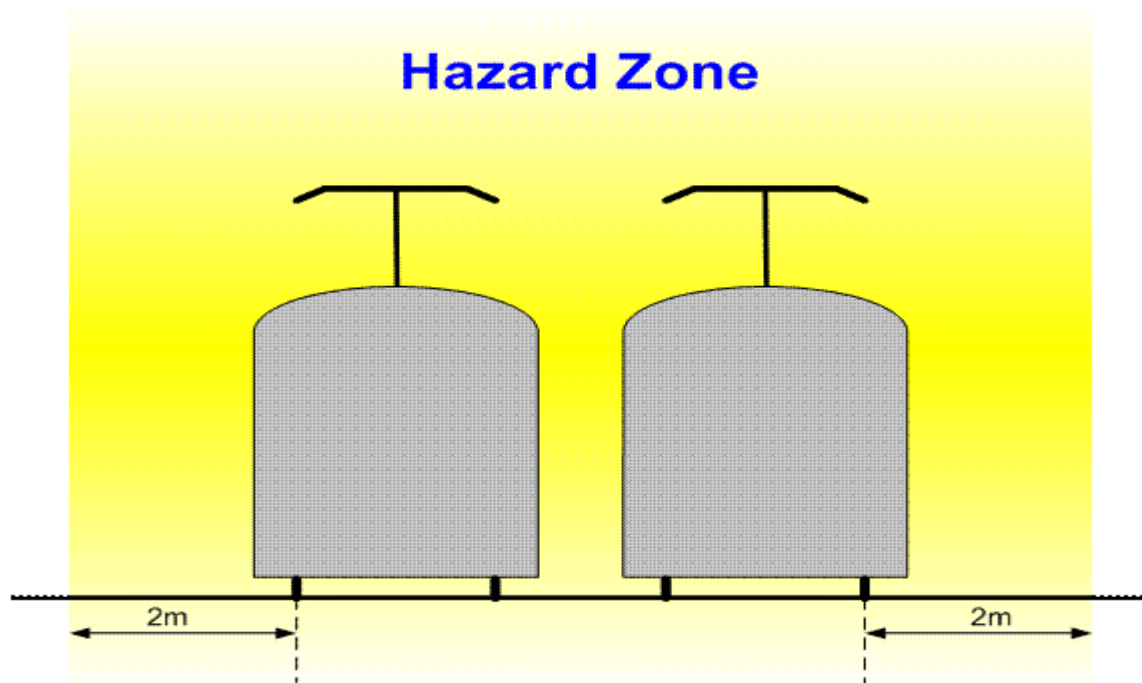
- 3.1.26. All sites owned by the Council will be subject to facility hire charges. Charges will be subject to annual increase (currently 5%). The hire of Council sites will be directly arranged between the Contractor and the relevant Council departments and/or landowners.
- 3.1.27. The Contractor shall make payment to the Council no later than 4 weeks prior to the commencement of the build a reinstatement bond in every year that the Contract is in operation as detailed in Section 12. The Council reserves the right to recover above this should site repairs be more than the value of the bond. The Council shall refund to the Contractor after the expiry of the Period of Use each year such balance of the reinstatement bond as remains after having reinstated any damage. The Contractor must invoice the Council for monies due. For avoidance of doubt, the Contractor will not be permitted to access the site unless such reinstatement bond is paid.
- 3.1.28. In all circumstances a pre-event condition survey, including photographs, will be undertaken with the Council's staff at all sites prior to occupation to record any damage or reinstatement that will be required as a result of the Contractor's activities.
- 3.1.29. The process of assessing any reinstatement works shall be:
- 3.1.29.1. Initial site survey and condition agreed between the Council and the Contractor prior to entry; and
 - 3.1.29.2. Post event survey following Contractor's exit from site.
- 3.1.30. Any reinstatement works required to return the site to the condition detailed in the initial site survey shall be obtained by the Council through competitive tender and shall be considered to be the Contractor's financial responsibility and cost of which will be funded by bond payments made.

EDINBURGH TRAMS

- 3.1.31. In the performance of the Site Management Services, the Contractor shall be cognisant of the tram infrastructure in Edinburgh City Centre. There is a restriction or 'hazard zone' extending two metres from the outside tram rail tracks and over-head lines in all directions to prevent damage to the network. This zone extends for the full length of the network. Whilst the public can

occupy these areas, the Contractor is prohibited from placing screens, stages or other infrastructure within two meters either side of the outside tram rails or overhead power lines.

- 3.1.32. To ensure compliance with this requirement the Contractor shall be required to appoint a suitably qualified production manager that is familiar with the Rail Regulations. This person will be required to work in partnership with Edinburgh Trams and will be required to provide reports demonstrating compliance as requested throughout the Contract term.



The diagram above demonstrates the distance of 2m that must be maintained between the edge of the outer tram rails, overhead power lines and any other tram infrastructure on the street. To reiterate, no infrastructure can be placed within this zone. The Contractor must apply for Authority to Work from Edinburgh Trams and ensure that they remain compliant with any conditions imposed upon them by Edinburgh Trams

4. PERMISSIONS AND LICENSING FOR EVENTS

- 4.1. The Contractor must ensure that all necessary Planning and Building consents are in place before occupying any sites. Failure to do so will result in termination of the Contract. Any temporary structure that is in place for over 28 days will require planning permission, including erection and de-rig periods.
- 4.2. The Contractor must ensure that all necessary permissions in relation to land use are in place before occupying any sites. Failure to do so will result in termination of the Contract.
- 4.3. The Contractor shall ensure that they obtain all the required licences for the event, such as public entertainment, market operator, street traders and liquor licence and will bear all costs associated with the required licenses.
- 4.4. The Contractor shall ensure that all relevant permissions and/or consents required for the events are applied for in good time, which in some cases can be up to 6 months in advance and are subject to their own consultation processes. A list of the relevant timescales can be supplied upon request.

- 4.5. The Contractor must ensure that all requirements in relation to public safety and other licensing requirements are fully met to the satisfaction of the Council.
- 4.6. There is a cost associated with each of the required licences and permissions and it will be the responsibility of the Contractor to bear this cost.
- 4.7. Failure to obtain all the correct licenses and/or permissions will result in the event or activity not being able to take place/trade.
- 4.8. The Contractor must note that the licensing process will be subject to its own consultation and requires a minimum of 28 days to enable an application to be processed.
- 4.9. The Council will not be liable for any costs associated with failure to obtain relevant licences and the consequences of this.
- 4.10. Within the city centre there are a number of year-round Street Trader licences in operation. Council policy is not to grant licences that will displace the business of a pre-existing licensee. The Contractor may be required to accommodate pre-existing Street Trader licences within their event arenas. A list of licensed pitches can be supplied upon request.

5. MARKETING AND COMMUNICATIONS

- 5.1. The Contractor shall produce and provide a marketing plan (or plans) designed to raise the profile of Edinburgh's Christmas.
- 5.2. The Contractor shall be responsible for submitting a communications plan on/by 1st June (each year) and ensuring that appropriate contact and engagement is maintained with local stakeholders before, during and after the event or activity as appropriate.
- 5.3. The Contractor shall work with the City of Edinburgh Council, VisitScotland, Forever Edinburgh, Edinburgh Tourism Action Group, Essential Edinburgh, Scottish Government and other agencies to jointly promote Edinburgh and the event programmes.
- 5.4. The Contractor shall develop and manage the delivery of a marketing, press and PR plan (or plans) including a dedicated website; content to be agreed with the Council's Contract Manager in advance of publication. The Council owns a number of URLs relating to this event and will make these available to the Contractor. Similarly, all social media pages and resources pertaining to Edinburgh's Christmas will be made available to the Contractor.
- 5.5. The Contractor shall be obliged to provide audience feedback and profiling.
- 5.6. The Contractor shall develop a sponsorship plan or plans consisting of targeted sponsors for appropriate events and opportunities following agreed timescales. The Contractor must follow the Council's General Principles for Sponsorship as detailed in Appendix 5 – General Principles of Sponsorship (separate attachment).
- 5.7. The City of Edinburgh Council will expect the Contractor to gather yearly questionnaires which will include; visitor experiences, lessons learned not only from the customers but also from the Council's contractors and key stakeholders to enable development and growth of the Contract.
- 5.8. The Council reserves the right to instruct the removal of any product, item, event or thing that could reasonably be considered to be unsuitable, inappropriate or objectionable or

which would or would be likely to cause detriment to the Council's reputation or subject the Council to prosecution, the Contractor must remove immediately.

- 5.9. The Contractor shall identify and realise sponsorship and funding opportunities and manage all sponsor requests (e.g. sponsor/brand activation, press/PR, sponsor relationships) related to Edinburgh's Christmas.
- 5.10. If any of the events are to be ticketed the Contractor shall be responsible for appointing and managing a box office agent.

6. STAKEHOLDER ENGAGEMENT

- 6.1. Communication with local stakeholders is the responsibility of the Contractor, with a focus on keeping those who may be impacted by the event or activity informed. The Contractor shall submit a communications plan. The communications plan should include method, frequency and type of message to be sent to local stakeholders via the following channels;
 - Conducting community engagement meetings prior to events;
 - Electronic communications (email);
 - Letters (to local residents, for example);
 - Leaflets;
 - Press releases;
 - The City of Edinburgh Council website;
 - The Edinburgh's Christmas website;
 - Social Media;
 - Park Notice Boards; and
 - Emergency contact information (named person)
- 6.2. At the end of the event the Council will require the Contractor to meet with its representatives to discuss its success and respond to the outcomes of any public consultation held. The Council may, at its discretion, ask the Contractor to respond in writing to the outcome of any public consultation. If required, the Contractor will work with the Council to agree areas of continuous improvement of the location as a major event location of choice.

7. CONTRACT MANAGEMENT

- 7.1. The Contractor shall provide dedicated and suitably experienced Project Manager(s) to deliver this Contract. The Project Manager(s) will work closely with and report to the Council's Contract Manager, as well as working in partnership with a wide range of stakeholders (e.g. the Emergency Services, Funders, Sponsors, the Council) and interested parties in order to ensure delivery of all aspects of the Contract. The Project Manager(s) will have a clear and sharp focus on ensuring the best possible resident and visitor experience is created and delivered.
- 7.2. The Contractor shall ensure that the Project Manager(s) is contactable by email/telephone/mobile during the Council's operating hours during the Contract period and out-with these hours in the event of emergency. The Contractor will provide contact details at the Contract inception meeting and on the anniversary of the Contract commencement date; these contact details must also be reviewed and updated prior to the event.

- 7.3. The Project Manager(s) shall be responsible monitoring Contract performance and compliance with mandatory requirement on an ongoing basis.

8. PERFORMANCE MONITORING

- 8.1. Appendix 6 – Key Performance Indicators (separate attachment) sets out examples of the performance measures that will support the management of the Contract. The tender submission should demonstrate how performance will be managed, including the frequency of meetings and performance improvement.
- 8.2. The Council will work in partnership with the Contractor to develop and enhance KPI's throughout the life of the Contract to enable continuous improvement on both sides. The Council, however, reserves the right to mandate any KPI on the Contractor any time at no additional cost to the Council.
- 8.3. Annually the Contract will be reviewed on the agreed performance measures. Failure to meet the targets set as part of the performance measures could result in the Contract not being continued to the following year. Examples of performance measures are included in Appendix 6 – Key Performance Indicators (separate attachment).
- 8.4. The Council will consider extending the Contract if the performance of the Contract is deemed satisfactory. For clarity if the performance of the Contract should be equal to or better than the performance targets agreed by both parties, then the Council may agree to extend the Contract for an additional year, until the full term of the Contract has expired.
- 8.5. The Council reserves the right to amend the performance targets for the following year as part of the annual review.
- 8.6. The Contractor will provide management information, including usage data and income from key attractions and concessions including food, drinks and merchandise; numbers attending key activities/events and other information defined within these tender documents and by the Council as requested on an ongoing basis;
- 8.7. The Contractor will provide reports detailing programme development; marketing and PR updates (monthly for the first 6 months increasing in frequency to weekly nearer the event) and written planning and progress reports in the lead up to the activity period.
- 8.8. Termination for Cause: The Council retains the right to terminate this agreement, without financial implications, should the Contractor deliver the services at level below the minimum measurements stated in the Key Performance Indicators as detailed in the terms and conditions.

9. CHANGES TO CAPACITY

- 9.1. During the period of the Contract Agreement the Contractor must advise the Council's Representative of any proposed changes to their capacity to perform the Contract in terms of delivery of the service, build / strike to that disclosed in their original tender submission and the implication this will have for Section 8 – Performance Monitoring; and
- 9.2. The Council reserves the right to terminate all or part of the Contract without notice should the changes in paragraph 9.1 have a material impact on any agreed outcomes and the Council will not be liable for any costs associated with this.

10. INSURANCES REQUIRED BY THE CONTRACTOR

10.1. It is a mandatory requirement that the Contractor have the following insurance in place:

- Employer's Liability Insurance (minimum of £5 Million)
- Public Liability Insurance (minimum of £10 Million)
- All risk (minimum of £5 million)

The Contractor must provide valid insurance certificates at the Contract inception meeting which cover the period of the event; the date of a mandatory annual review will then be agreed.

10.2. The Contractor will be expected to identify areas of risk to the delivery of the events and produce robust contingency plans to obviate or mitigate these risks. In addition, the Contractor is/are responsible for indemnifying the Council for any losses that may arise as a result of event cancellation.

11. INVOICING & PAYMENTS

11.1. The Contractor will pay a Fixed Fee Rental offer the Council each year which for the period of the build, the event and the strike. The payments will be made in two instalments: 50% on 31 October (pre event) and 50% on 31 January (post event) in each year.

11.2. Where the Contract is terminated or abandoned, no claim for loss of profit or abortive costs will be allowed.

12. PAYMENT TERMS

12.1. Payment of a reinstatement bond must be paid 4 weeks prior to the commencement of the build for the following locations:

Site	Annual Reinstatement Bond
Princes Street Gardens East	£25,000
Princes Street Gardens West	£30,000

These bond levels are indicative and may be increased depending on the level of activity proposed. In addition, there is a reinstatement bond for St Andrew's Square which is managed on behalf of the landlords by Essential Edinburgh. The Contractor must conduct negotiations for this site with Essential Edinburgh.

12.2. A site survey will be undertaken with the appropriate Council officer prior to and post the event and rectification required post event will be at the Contractor cost. The Contractor shall vacate and return the site to the Council by the date and time of expiry.

12.3. The Council reserves the right to recover from the Contractor any additional sum should the reinstatement costs exceed the value of the bond paid.

12.4. Ground rental fees and income for Edinburgh's Christmas will be paid to the City of Edinburgh Council Parks and Greenspaces no later than 30 days after the site has been vacated. The rental rate will be based on the Council's daily rental rate for the area, unless otherwise agreed.

12.5. The Contractor should note that income post event and ground rental fees are separate to the reinstatement bond. The Council shall refund to the Contractor after expiry of the Period of Use each year such a balance of the reinstatement bond as remains after

having reinstated damage. The Contractor must invoice the City of Edinburgh Council for monies due.

- 12.6. The Contractor will be required to produce all ticket receipts and visitor numbers (annually) at the end of the event period.

13. OPEN BOOK

- 13.1. The Council requires clear transparency of financial and accounting arrangements and full unrestricted access to relevant information in the operation of this Contract and data from the Contractor via an Open Book Accounting arrangement.
- 13.2. Open Book Accounting requires the maintenance of books of account in accordance with Generally Accepted Accountancy Practice (GAAP) and the making available of such books of account for inspection by the Council (or the Council's specified Auditor) and, if required by the Council, providing a report on such books of account, including the maintenance of books of account showing the breakdown and justification of all relevant cost and income relating to the Contract including:
- 13.2.1. Full disclosure of all gross revenues generated through the Contract, relating to the operation of the service(s) and fixed fee rental offer, any additions to said Contract or any other gross revenue stream arising to the Contractor as a result of the Contract, these revenue streams including but not limited to;
 - 13.2.1.1. Other revenues arising from the operation of assets by the Contractor upon Contract commencement;
 - 13.2.1.2. Any assets in excess of the above; and
 - 13.2.1.3. Sponsorship income.
- 13.3. Full disclosure of all costs incurred by the Contractor in delivering the Contract and fixed fee rental offer, including but not limited to;
- 13.3.1. Capital expenditure;
 - 13.3.2. Direct costs attributable;
 - 13.3.3. Indirect costs such as company overheads;
 - 13.3.4. Fixed and variable costs relating to the operation of the Contract; and
 - 13.3.5. Any additional costs incurred by the Contractor in the operation of the Contract.
- 13.4. The Contractor will manage and disburse all funding and costs in line with Pricing Schedule submitted. This Pricing Schedule will be the initial baseline and will be kept updated on a regular basis and reviewed monthly with the Council's appointed officer. Any changes that may be needed to the Pricing Schedule during the term of the Contract must be agreed in accordance with the Contract Variation conditions.
- 13.5. Within the Pricing Schedule and any supporting management information the Contractor will:
- 13.5.1. Prepare, monitor and control the Edinburgh's Christmas budget and/or;
 - 13.5.2. Agree the event budget with the Council in advance of the event being launched and/or;
 - 13.5.3. Provide details of all income and expenditure (including profit) as requested on an ongoing basis and comparison actual to budgeted figures and/or;
 - 13.5.4. Explain any variations as requested and/or;
 - 13.5.5. Highlight budget risks and propose mitigating measures and outcomes on an ongoing basis and/or;
 - 13.5.6. Provide a final finance statement by the end of February of each year of the Contract.
- 13.6. Full disclosure of all balance sheet data relating to assets deployed in the Contract, including but not limited to net book values, amortization and depreciation policies and liabilities arising from the operation of the Contract;

- 13.7. Projections of future commercial and economic performance, including but not limited to;
 - 13.7.1. Forecasts of future revenues;
 - 13.7.2. Any macroeconomic assumptions which may inform future performance of the Contract;
 - 13.7.3. Any emerging technological innovations which may have bearing on the operation of the Contract;
 - 13.7.4. Market information;
 - 13.7.5. Plans for deployment of assets / growth of revenue relating to the Contract; and
 - 13.7.6. Any emerging areas of business.
- 13.8. Other information and documentation which is necessary to satisfy the Council's requirement to demonstrate Value for Money; and
- 13.9. How inflation has been applied to the charges in line with the terms of RPIx (Indexation);

14. RIGHT TO AUDIT

- 14.1. The Council retains audit rights over the Contractor and subcontractors financial information surrounding all items covered under this Contract. The Council reserves the right to audit the full duration of the Contract, at any period.
- 14.2. Once a discrepancy has been identified and accepted the payment shall be made within 28 days. Acceptance cannot be unduly withheld, where this is the case, provisional assessment would be made by the Council, and this shall be paid within 28 days.
- 14.3. All financial data contributed with this Contract shall be stored by the Contractor for five years after the end of the Contract, including any extension period, and made available to the Council at any point during this timeframe.

15. BUSINESS CONTINUITY

- 15.1. The Contractor shall have in place appropriate and tested contingency arrangements to ensure delivery of the services covering different adverse scenarios such as severe weather which could result in damage to the site. The Contractor must have contingencies to cover scenarios such as flood prevention or wind damage and must work alongside, and communicate with, the Council to deliver these.
- 15.2. The Contractor will have in place and keep up to date a Plan detailing their contingency arrangements detailed in 15.1. This must be provided to the Council upon request.
- 15.3. The Contractor will be responsible for ensuring that any sub-contractors have a plan in place which is robust and tested on an annual basis for the duration of the Contract and any extensions.

16. HEALTH AND SAFETY

- 16.1. The City of Edinburgh Council's Safety Advisory Group process is called the Events Planning and Operations Group (EPOG). Not less than 6 months prior to the Event the Contractor shall engage with the Council through officers within Public Safety to arrange attendance at the EPOG, or Council's designated forum, to confirm the arrangements for the Period of Use by the provider of the site. The Contractor shall submit to the Council a detailed written programme of the delivery of the Services, including arrangements for public safety / traffic management and all other elements related to the safe delivery of the event. Approvals will be granted through the relevant licensing or

permit processes that EPOG will signpost to the Contractor as appropriate. The Council reserves the right to amend the terms and conditions of the Contract in line with the advice of the EPOG.

- 16.2. The Contractor should pay due regard to the Health and Safety at Work Act 1974, the Construction Design and Management Regulations 2015, the relevant General Conditions of Licence attached to any licence granted and any relevant "best practice" guide for the activities taking place on the premises (e.g. "Purple Guide" etc).
- 16.3. The Contractor shall observe all fire and other safety precautions relating to the site or the vicinity of the site and in particular it shall ensure that all temporary fittings installed by the Contractor are fireproofed to the satisfaction of the Firemaster and provide relevant safety certificates.
- 16.4. The Contractor shall at all times comply with the requirements laid down by the Council with regards to noise levels both for the purposes of build/strike periods and for the actual event period.
- 16.5. The Contractor shall co-ordinate all sub-contractor work activities, ensuring all appropriate Health and Safety Regulations are fully met.
- 16.6. The Contractor shall manage health and safety of the site staff, ensuring that all necessary safety equipment on the sites is well maintained.
- 16.7. The Contractor shall have an up to date Health and Safety Policy which is available to all staff members and sub contractors.
- 16.8. The Contractor shall provide Site Management Plans including build schedules and contingency plans.
- 16.9. The Contractor will be required to produce an Event Safety Plan and Event Manual including, but not limited to, risk assessments, crowd management plans, capacity calculations, evacuation plans, concession management, responsibilities, schedules, show stop procedures, etc.
- 16.10. The Council reserves the right to request the Plans mentioned in 16.7, 16.8 and 16.9 at any time and to suspend all or part of the Contract without notice until these have been satisfactorily updated and will not have any liability for any costs associated with this.
- 16.11. For the avoidance of doubt should the Council have any reasonable concerns regarding any Health and Safety it is expected that the Contractor will cooperate fully to resolve these. At all times the Council reserves the right to suspend all or part of the Contract without notice due to Health and Safety concerns and will not have any liability for any costs associated with this.

17. EQUALITY AND HUMAN RIGHTS

- 17.1. The Contractor will commit to comply with relevant legislation which includes but is not limited to the Equalities Act 2010.
- 17.2. The Contractor will take steps to mitigate and minimise any adverse impacts of their activities on the local community including residents and businesses.
- 17.3. It is expected that events will cater for a wide range of visitors and their differing needs should be addressed with a view to advancing the equality of opportunity in particular but not exclusively for various groups with protected characteristics which are detailed in the Equality Act 2010.

18. COMPLIANCE WITH LEGISLATIVE REQUIREMENTS

- 18.1. The Contractor must ensure compliance with all relevant standards, legislative requirements and statutory provisions related with the delivery of the services.

19. TRANSITION AND EXIT MANAGEMENT

- 19.1. The Contractor will develop and agree with the Council an exit management plan for this Contract twelve months prior to the termination date of this Contract.
- 19.2. The Contractor must work with the Council and any other Contractors as necessary, to ensure a smooth and seamless transition between Contractors.
- 19.3. The Contractor must be responsible for all transition arrangements to and from any other Contractors, in accordance with any relevant professional guidance and the requirements of the Council, including but not limited to:
- a) supply of appropriate records (all information and data relevant to the Contract must be made available the Council and/or a replacement Contractor); and
 - b) regular updates to the Council on the transition process.

20. GUIDANCE ON USE OF VOLUNTEERS

- 20.1. Volunteering at Festivals and Events offers a number of benefits to participants, attendees and event organisers. Major events and Festivals often run volunteer programmes that allow participants to get involved in major events to meet new people, build new skills (either for personal or career development), take on new challenges, or to give back to their local community or area.
- 20.2. The Council has created a Code of Conduct Appendix 7 – Volunteering Code of Conduct (separate attachment) with Festivals Edinburgh and the 11 major Festivals to ensure that a consistent code of practice can be proposed across all events and Festivals. It brings together existing volunteering policies from across the Festivals and aligns them with good practice guidelines from Volunteer Edinburgh and Volunteer Scotland.
- 20.3. If the Contractor intends to offer opportunities for volunteering, the Council has a policy on the use of volunteers at Festivals and Events and the Contractor must adhere to this policy throughout the life of the Contract.

21. THE ENVIRONMENT

- 21.1. The City has a climate target of net-zero by 2030. More information on how we're meeting our target can be found at: <https://www.edinburgh.gov.uk/climate-2/%E2%80%99re-meeting-net-zero-target>
- 21.2. This Contract should contribute to the achievement of the Council's environmental and sustainability objectives. Securing sustainable development is a strategic objective for the Council. The Sustainable Edinburgh 2020 document emphasises the Council's commitment to act on climate change and reduce carbon emissions across the city. http://www.edinburgh.gov.uk/info/20206/sustainable_development_and_fairtrade/841/sustainable_edinburgh_2020
- 21.3. Sustainable development is about more than just the "environment". Issues such as health, education and employment are considered as key to sustainability as transport, energy or waste. Sustainable development takes place when social, economic and

environmental issues are addressed in an integrated way taking into account the long term impact of our activities.

- 21.4. In order to ensure the highest standards of service quality in this Contract we expect the Contractor to take a similarly positive approach to sustainability and demonstrate how they can work along with the Council to achieve these commitments or are in the process of achieving the ISO 20121 accreditation or a similar standard of accreditation.
- 21.5. It is a mandatory requirement that the Contractor and their personnel make every effort to minimise the impact of the delivery of the services on the environment. The Contractor shall use their best endeavours to achieve the efficient use of energy and, where possible, to maximise the use of biodegradable or recycled products.

22. COMMUNITY BENEFITS

- 22.1. As detailed in the Council's Sustainable Procurement Policy, the Council is committed to maximising social, economic and environmental benefits through the delivery of Council contracts (known as 'Community Benefits'). Community benefits include targeted recruitment and training; sourcing from Small and Medium Enterprises (SMEs), Social Enterprises and Third Sector Organisations; contributions to education within communities; community consultation, engagement and strengthening of community relations; environmental improvement; volunteering; providing community resources; mentoring and sponsorship of community organisations. Contractors are therefore required to deliver Community Benefits as described in the 'Community Benefits Guidance' document.
- 22.2. The Contractor is encouraged to secure positive outcomes that will benefit the community in which they operate. The Contractor must assist the Council in the delivery of community benefits. The Council reserves the right to introduce monitoring of the delivery of community benefits via the Council's online system, Cenefits, during the Contract term.
- 22.3. The Council will work in partnership with the Contractor on supporting the Edinburgh Guarantee's vision of increasing the number and range of employment opportunities or other support available for the city's young people. Further information on the Edinburgh Guarantee can be found at http://www.edinburgh.gov.uk/info/20163/opportunities_for_young_people/69/edinburgh_guarantee
- 22.4. The Contractor shall work in partnership with the Council's festive lighting Contractor and relevant council officers to ensure appropriate co-ordinated local community/school participation and activation within council wards
- 22.5. Examples of Community benefits that the Council would consider are:
- Funding for further park improvements;
 - Donations to local charities;
 - Donations of food to local food banks
 - Support to local community events;
 - Pricing incentives for Edinburgh residents which make events and attractions more accessible; and
 - Special performances for residents of care homes/hospital performances.

23. UNACCEPTABLE WORKING PRACTICES

- 23.1. The Contractor shall deliver the goods and services with all due care to both pedestrian and vehicular traffic. Any damage to public or private property incurred in the pursuance of this service will be rectified at the expense of the Contractor.
- 23.2. Methods when carrying out a service request which impair safe working arrangements or give rise to nuisance, including spillage of waste or damage to private or commercial property or inconvenience to residents are unacceptable. As such, in providing the service, the Contractor shall do nothing which may:
- Cause nuisance or annoyance or obstruction or damage or injury to the Council or to any other person or persons;
 - Infringe any legislative or regulatory requirements; and
 - Cause pollution of the environment or interfere with the access of third parties to any nearby land.
- 23.3. The Contractor shall Indemnify the Council for any costs or damages which it may be liable to pay to any Third Party in respect of such nuisances.
- 23.4. The Contractor shall, at the direction of the Council's Authorised Officer, investigate all allegations of unacceptable and/or dangerous practices reported to the Council and if appropriate will discipline any employee undertaking such practices and ensure that those practices are discontinued.

End of Specification