EDINBVRGH
THE CITY OF EDINBURGH COUNCIL

The City of Edinburgh Council

Specification

Lot 1 - The Meadows

Concession Contract for The Meadows & Inverleith Park Summer Events

REF: CT1460

Table of Contents

1. BACKGROUND 3
2. SERVICE REQUIREMENTS 3
3. TREE PROTECTION 10
4. LICENSING AND PLANNING FOR EVENTS 11
5. COMMUNICATIONS 12
6. MARKETING 12
7. CONTRACT MANAGEMENT 12
8. PERFORMANCE MONITORING 13
9. CHANGES TO CAPACITY 13
10. INSURANCES REQUIRED BY THE CONTRACTOR 13
11. INVOICING & PAYMENTS 14
12. PAYMENT TERMS 14
13. RIGHT TO AUDIT 15
14. BUSINESS CONTINUITY 15
15. HEALTH AND SAFETY 16
16. EQUALITY AND HUMAN RIGHTS 17
17. COMPLIANCE WITH LEGISLATIVE REQUIREMENTS 17
18. GUIDANCE ON USE OF VOLUNTEERS 17
19. THE ENVIRONMENT 18
20. UNACCEPTABLE WORKING PRACTICES 20
21. FAIR WORKING PRACTICES 20
22. COMMUNITY BENEFITS 21

1. BACKGROUND

1.1. The City of Edinburgh Council (the Council) is seeking to appoint events management Contractors to provide a range of leisure events that have a focus on culture, food, drink and live performing arts. All these events must be accessible to the public (able bodied and with additional needs) and suitable to family participation.

1.2. Edinburgh's Events portfolio is intended to:

- Generate significant economic benefit for the city region;
- Help make the city lively throughout the year;
- Reflect the civic and political status of Edinburgh as a capital city; and
- Reinforce the Council's vision and aspirations.

1.3. The tender will focus only on large or major events. The Edinburgh Parks Events Manifesto defines the term 'Large Event' by factors including infrastructure, attendance and footprint. An event involving large tents or infrastructure which is estimated to attract 1000 or more people per day would be considered as a 'Large Event'.

1.4. Many events require use of the city's parks and green spaces and most events seek to locate on prime and iconic city centre sites. These are preferred by event organisers because they are located centrally, provide iconic backdrops for broadcast and filming and have high footfall or are close to areas of high footfall. However, it is essential that these venues reflect Edinburgh's position as a capital city whilst ensuring no significant loss of green space for local residents and maintaining a balance of use for all functions demanded of a city park. Just as a venue must fit an event, so an event must be appropriate to the venue.

1.5. The Contract term will be for an initial period of three years plus two optional 12-month extensions undertaken at the sole discretion of the Council.

2. SERVICE REQUIREMENTS

2.1. The Council requires a Contractor to produce, deliver and manage a range of services connected to the design, programming, co-ordination, management and delivery of a ticketed venue for either cultural, theatre or performing arts event (the "Event") on the area at The Meadows marked on the Site Plan at Appendix A (the "Site") for up to 23 days in August. The 23 performance days excludes build / strike.

2.2. In addition to the maximum 23 performance days, up to 6 days have been allowed for build / strike. Any additional days beyond this will only be granted in exceptional circumstances (for example, significant health and safety considerations) and only with prior written consent from the Council for a maximum of four days. Additional days will be charged at 2 x standard daily rate tendered. The daily rate will be calculated by dividing the amount, "Total annual Fixed Fee Rental Offer", by "Total Days" tendered.

2.3. Visitor numbers between 2022-2024 averaged 55,636.

2.4. The key driving principles which must be applied to the Event for the Contract are:

2.4.1. Provide a high quality event which will be valued by residents and visitors, and continue to maintain and enhance Edinburgh's reputation;

2.4.2. Deliver and evidence alignment with the Council's commitment of net zero greenhouse gas emissions by 2030, and declaration of a climate and nature emergency;

2.4.3. Demonstrate commitment to ensuring that those employed for the Event are paid the real living wage and that employers are committed to the fair hospitality charter;

2.4.4. 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;

2.4.5. Focus on family-friendly events and activities;

2.4.6. Deliver an event with a focus on using local artists, talent and creatives;

2.4.7. Introduce alcohol-free times and/or areas within the Event;

2.4.8. Maximise Small and Medium Enterprises (SME's), social enterprise and co-operative engagement to establish local market growth, including giving priority to existing and new local businesses and creatives; and

2.4.9. Minimise the use of greenspaces and protect the fabric of the Site.

2.5. The Council requires that the Event fulfils the following conditions:

2.5.1. The Contractor shall be responsible for the supply and expenditure of all facilities, equipment and personnel related to the delivery of the Event.

2.5.2. The Contractor shall accept the Site in its present condition and shall manage all day-to-day Site operations and take responsibility for all aspects of quality control across the Site, including products, staff, visitors and the overall look of the Site.

2.5.3. The Contractor shall manage the integration of activities and requirements of all subcontractors and suppliers in the build-up, operation and dismantling and removal of site.

2.5.4. 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. wind management plans etc). It is important to note the Council's commitments to achieving net zero by 2030 and requirement that diesel generators should only be used where no alternatives are available.

2.5.5. 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 subcontractors and must specifically highlight when a subcontractor is a wholly or partially owned subsidiary of the Contractor. The Council reserves the right to vet any Contractor or subcontractor. The Council encourages the Contractor to engage local businesses, social enterprises and co-operatives in subcontracting and to support fair work practices. This will be considered favourably. The Contractor must ensure that PVG checks are in place for staff, contractors and subcontractors delivering any activities that require them to be registered with the PVG scheme.

2.5.6. The venue can be either fully covered, open air or a mixture of both. The Contractor must be considerate to local residents and mitigate noise pollution accordingly.

2.5.7. The venue must provide adequate seats and/or adequate standing space for all customers including disabled access.

2.5.8. The venue must provide toilet facilities, including disabled toilet use in accordance with legislation.

2.5.9. The Contractor shall enclose the venue with suitable walls, fencing or barriers with entry and exit points (including emergency access) clearly defined and shall maintain the said [walls and] fences, together with the existing walls, fences, and hedges in good repair, and is required to produce and implement a Traffic Management Plan where relevant, all to the satisfaction of and free of expense to the Council. No fences, gates, or bollards should be dismantled or removed from the Site or its Access Route(s) without prior written permission from the Council.

2.5.10. At the expiry or sooner termination of the Contract, without warning or process of removing, the Contractor shall, if called upon to do so forthwith, remove all fences[, walls], structures, equipment, and vehicles placed by the Contractor on the Site and shall leave the ground void and redd to the satisfaction of and free of expense to the Council. In the Event of any such structures being allowed to remain in situ by the Contractor, the Contractor shall not be entitled to compensation. In the event that vacant possession is not returned to the Council at the end of the Event then the Council reserves the right to charge a pro rata equivalent of the Fixed Fee Rental Offer, as described in paragraph 2.2, until such possession is given up to the Council at which time the Contract will be deemed to have ended. The Council reserves the right to prevent the Contractor from vacating and removing from the Site at the end of the term if in the sole opinion of the Council such removal and vacation would result in undue and unacceptable damage to the Site. In the Event of such a delay the Contractor will not be charged any additional pro rata equivalent of the Fixed Fee Rental Offer. However for the avoidance of doubt and in the event of such a delay in removal and vacation becoming necessary the Council shall bear no responsibility for any additional or third party costs incurred by the Contractor as a result of them being unable to gain access to the Site for the purposes of vacating.

2.5.11. The Contractor agrees that no other structure will be erected on the Site other than with the prior written permission of the Council and these will be of such design and construction as to satisfy the Council both as owners of the Site, and as the local Planning and Building authority, and the Contractor will at their own expense maintain any building or structure erected together with the drains, water, gas, electrical and other services relative thereto in good and substantial repair and to the satisfaction of the Council.

2.5.12. The Contractor understands that the location of all equipment, marquees, infrastructure, services and any other items to be brought into the Site must be agreed with the Council in advance.

2.5.13. The Contractor shall be responsible for the collection of all marquee poles, tent pegs, metal fixings, other metal objects, and signage to the satisfaction of the Council.

2.5.14. The Contractor shall ensure that all electrical equipment used during the Event is tested and that up-to-date inspection stickers are on display throughout the Event. Any temporary electrical system must be planned, designed, installed and tested by an authorised person and comply with current legislation. All relevant certificates must be made available to the Council upon request. Any equipment that does not comply with the foregoing must be removed from the Council's premises forthwith.

2.5.15. The Council reserves the right to require reimbursement of the cost of any electricity used by the Contractor during their occupation of the Site.

2.5.16. All performances or events must take place within the confines of the boundary.

2.5.17. Opening times will be subject to agreement with the Council.

2.5.18. The Contractor must specify ticket office arrangements at the Site/elsewhere and opening times at the Site.

2.5.19. The Contractor shall introduce a digital ticket option to avoid the need to print tickets.

2.5.20. The Council is committed to supporting local businesses, social enterprises and co-operatives. The Contractor is expected to offer subsidised or free opportunities for local artists and performers, makers, crafts, artisans and producers to participate in events and activities.

2.5.21. A bar is permitted within the events area if events are ticketed, and the correct licences have been applied for and granted.

2.5.22. The Contractor is responsible for obtaining all the required licences for the Event, such as public entertainment, theatre, market operator, street traders and liquor licence and will bear all costs associated with the required licenses, as outlined at Section 4 – Licensing and Planning for Events. This process will be subject to its own timescales and failure to obtain all the correct licenses will result in the Event not being able to trade.

2.5.23. The Contractor confirms that they will comply with their legal duties under the Protection of Children (Scotland) Act 2003, including the requirement to ensure that anyone working with children during the Event is not barred from so doing.

2.5.24. Subject to instruction by the Council, 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.

2.5.25. Any overnight stays will not be permitted except to maintain security.

2.5.26. The Contractor shall ensure that all gangways, roads, approaches, pathways, passages and any other such means of access in or to the site are at all times kept free from obstruction to ensure ready access for the emergency services (Police, Fire, Ambulance, etc.).

2.5.27. Access to the Site for build/strike periods will be in agreement with the Council using only the designated entrances from Melville Drive where there will be no impact on tree root protection areas. Hex-grid is already installed to facilitate vehicular access at two locations along the Melville Drive boundary (see Appendix A - The Meadows Event Space & Access Plan). This, along with traffic management plans will be agreed by the Events Planning and Operations Group (EPOG) or other designated forum, e.g. City Wide Transport Management Group.

2.5.28. Suitable Tracking or other ground protection must be used in agreement with the Council.

2.5.29. Light vehicles will be permitted to the Site for the daily deliveries such as refreshment / supplies delivery or for emergency repairs and maintenance only. These must take place between the hours of 9-11am.

2.5.30. 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 and procuring the necessary reinstatement work which will be paid for using reinstatement monies. The Council may also oversee build, operation and strike activities to ensure compliance with the agreed Site plans.

2.5.31. The Contractor shall make payment to the Council no later than 4 weeks prior to the commencement of the build of the sum of £20,000 by way of reinstatement bond in every year that the Contract is in operation. The Council reserves the right to recover above this amount should Site repairs be more than £20,000. The Council shall refund any remaining funds 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.

2.5.32. The process of assessing any reinstatement works shall be;

2.5.32.1. Initial site survey and condition agreed between the Council and the Contractor prior to entry;

2.5.32.2. Post event survey following Contractor's exit from Site; and

2.5.32.3. Any reinstatement works required to return the Site to the condition detailed in the initial site survey may be obtained by the Council through competitive tender and shall be considered to be the Contractor's financial responsibility.

2.5.33. The Contractor shall vacate and return the Site to the Council by the date and time of expiry agreed with the Council in a thoroughly 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. Should the Site be left in a dirty, untidy or unsafe condition, in the sole opinion of the Council, the Council shall itself clean or make the Site safe, pay for such costs and shall be entitled to recover from the Contractor the cost of such cleaning.

2.5.34. The Contractor will be permitted to advertise the name of the Event or Events as part of the events space. Advertising of the Event through flyposting is not permitted under any circumstances. If the Council is made aware of the Contractor or agents acting for the Contractor carrying out such activity the Council reserves the right to terminate the Contract forthwith.

2.5.35. All other advertising is subject to the Council's consent and the Council's updated advertising and sponsorship policy.

2.5.36. The Council is working with its advertising partners to deliver Fringe advertising. Dependent on the outcome of discussions with the Council's advertising partners, the Contractor may be given the opportunity to work with the Council's advertising partner to have advertising as part of the Event. The commercial arrangements for any advertising will be agreed separately with the advertising partner and the Contractor, including revenue. The Contractor will be required to cooperate with the advertising partner to ensure that any agreed advertising fits within the Fringe advertising scheme across Edinburgh.

2.5.37. 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.

2.5.38. The Contractor will be required to specify lighting arrangements for the purposes of ensuring the health and safety of all visitors and performers at all times whilst inside the venue. Illumination of the venue for the purposes of decorations and emergency lighting provisions and provide relevant safety certificates. Chinese lanterns or similar products representing an environmental hazard are not permitted.

2.5.39. The Contractor shall not use smoke machines, pyrotechnics, balloons, confetti, strobe lighting or laser lights without the prior consent of the Council.

2.5.40. The Contractor shall not (either wholly or partly) assign, sub-let, part with or share occupation or otherwise deal in any way with its interest in the Site without the prior written consent of the Council. No rights of tenancy are conferred on the Contractor by the terms of the Contract.

2.5.41. The Contractor must prioritise power sources that do not rely on diesel generators. Wherever possible, alternatives must be used.

2.5.42. The Contractor shall observe all reasonable instructions of Council employees regarding the day to day running of The Meadows and Site.

2.5.43. Prior to any activities going ahead, the Contractor must submit final plans and any necessary requests for permission to the Council for agreement. This must be done in time to ensure that permissions/approval is in place ahead of the activities commencing.

2.5.44. The Contractor shall also attend and act upon all advice and guidance from the Event Planning and Operations Group which is the Safety Advisory Group for the City of Edinburgh. In addition, the Contractor will be expected to liaise with on-site Council employees when setting up, operating and 'striking' activities on-site.

2.5.45. 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.

2.5.46. The Contractor shall be responsible for the supply, safe operation and maintenance of all equipment.

2.5.47. 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. In such an event, the Contractor must remove or remedy immediately.

2.5.48. The Council reserves the right to its agents, officers, servants and workmen to enter and view the condition of the Site at all reasonable times and without notice during the Event.

2.5.49. Within The Meadows the Contractor and Parks & Greenspace Officer (PGO) must agree measures to protect the fabric of the Site including trees (and canopies) following BS 5837-2012, see also Section 3. Grass protection should be installed to protect grass areas. Damage will be reinstated as detailed in paragraph 2.5.32. The Contractor shall contact the PGO or their representative prior to the start of the Event to ascertain whether a joint site inspection of the Site is required. These inspections shall take place before and after the Event and shall be arranged in advance to ensure the ground is in no worse condition at the end of the Event than at the commencement thereof.

2.5.50. A Banksman is to be used at all times when vehicles are accessing and exiting the Site, and vehicle operators must adhere to the Risk Assessment and any Traffic Management Plan prepared in advance of the commencement of the Contract by the Contractor. Vehicles shall not exceed a speed of 5mph when driven within the Site or along any Access Route[s] to or from the Site.

2.5.51. In consultation with the Council, the Contractor shall ensure that appropriate access for emergency service vehicles is maintained at all times in and around the Site.

2.5.52. The Contractor will free and relieve the Council of and from all obligations incumbent on it in respect of the formation, upkeep and maintenance of any footpath or foot pavement (including any vehicular crossings and thereover) ex adverso the Site and Access Route[s].

2.5.53. 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 engagement held. The Council may, at its discretion, ask the Contractor to respond in writing to the outcome of any public engagement. If required, the Contractor will work with the Council to agree areas of continuous improvement as part of the Council's decision to extend the Contract.

2.5.54. The Contractor is responsible for submitting a communications plan and ensuring that appropriate contact and engagement is maintained with local stakeholders before, during and after the Event as appropriate, as outlined at Section 5 – Communications.

2.5.55. The Contractor may be required to operate in the vicinity of other events 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.

2.5.56. Where public spaces, such as roadways, pavements, squares or parks are used as event arenas, the Contractor must ensure that the public's right of access is maintained as far as possible, e.g. building and derig is phased to allow access through popular thoroughfares on foot and bike as appropriate. It is understood that for health and safety the requirement to build within a secure site is important, however it is expected through scheduling and zoning of sites that some access should remain for the general public.

2.5.57. The Contractor shall relieve the Council of all claims, demands and actions arising as a result of the occupation and use of the Site and/or any access route(s) thereto, unless such claim arises as a result of the Council's act or omission and/or negligence.

2.5.58. The Contractor will obtain all requisite approvals and comply with all statutes, including but not limited to all relevant Central and Local Government Acts, Orders and Regulations, laws, British Standards, and others which apply to the Permitted Use and the Site including without limitation the Land Reform (Scotland) Act 2003 and will at its own cost obtain any permits, consents or others required in connection with the Event and their occupation of the Site, including compliance with any law or governmental order, rule, regulation or direction coming into force after the date of the Contract, at their sole expense.

WASTE MANAGEMENT

2.5.59. The Contractor will be responsible for the management on Site and removal of all waste from Site ensuring that the occupied Site is kept clean and tidy. The Contractor must appoint a Trade Waste supplier to remove waste from Site, including waste generated by any subcontractors.

2.5.60. The Contractor shall at all times comply with requirements laid down by the Council for litter management, recycling and disposal of waste. This includes a separate disposal of food waste.

2.5.61. Waste should be minimised by eliminating wasteful giveaways, avoiding single use plastics by introducing a reusable cup system amongst other initiatives, minimising printed marketing materials, prioritising reuse of infrastructure and choosing recycled and low carbon materials where possible.

2.5.62. Leftover food should be donated to local charities to reduce food waste.

2.5.63. All litter generated by the Event must be collected on a regular basis by the Contractor throughout the Event and on termination of the Contract to the reasonable satisfaction of the Council throughout the Site and its immediate surroundings, as well as along the Access Route[s]. If litter is not collected and removed within 24 hours of the end of the Event the Council will arrange its removal and the Contractor will be liable for all costs relating to such activity. The Contractor shall provide a waste management plan where requested by the Council.

STEWARDING, SECURITY AND POLICING

2.5.64. 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.

2.5.65. 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 in the venue and the immediately surrounding area and the preservation of order therein during the term of the Contract.

2.5.66. The Contractor shall manage and supervise all day-to-day Site operations, working with Council employees on Site, in relation to stewarding and security including key stakeholders, site security, Police Scotland and other organisations as required.

2.5.67. 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, hostile vehicle mitigation and security and will be responsible for complying with Police Scotland's policy of full cost recovery for events.

LOCATION

2.5.68. An indicative Site Plan of the Event area and Site access to be utilised within The Meadows for the successful event is detailed within Appendix A (separate attachment).

3. TREE PROTECTION

Tree and root protection plan guidance

3.1. All root protection measures should adhere to British Standards 5837 where possible.

3.2. The Root Protection Areas (RPA) identified within Appendix A must be treated as exclusion zones with no infrastructure placed in these areas.

3.3. A detailed Tree Protection Plan should be provided by a qualified Arborist on behalf of the Contractor at an early stage and must clearly indicate the precise location and type of protective barriers planned to form an exclusion-zone around all park trees that are to be affected by the building/hosting of the proposed event; this plan being superimposed onto an up-to-date tree location plan. Drawings and statements demonstrating how trees on-site will be protected throughout the Event from access/egress through to build and de-rig will be required. The plan needs to include the type of ground-protection to be used to form the necessary exclusion-zones. The Council stipulates the use of "heras" fencing that is bolted together and installed using concrete footing blocks so no ground excavation is required. The full specification for any barriers must be included within the Tree Protection Plan. All tree protection measures must be in place before any other build commences.

3.4. These measures will potentially impact the available space for event infrastructure and consequently, the siting of this. This includes but is not limited to fencing, portable toilets, concession stalls (including storage and back-of-house requirements), other large event

infrastructure (including Big Tops, Big Wheels and Fairground Rides) as well as ground protection requirements for vehicles (access/egress and build/de-rig), crowds and Plant.

3.5. It is the responsibility of the Contractor to ensure any subcontractors using the Site have clear, unambiguous, guidance on the steps they need to take to protect on-site trees and that these measures are communicated and adhered to by any subcontractors employed and carrying-out a role as part of the Event. Failure to do so risks incurring a penalty charge and/or determining if an event is permitted to use Council sites in the future. The penalty for any tree damage occurring as a result of the Event set-up, derig or occupation or due to failure to comply with the agreed Tree Protection Plan, will be based on a percentage of the overall CAVAT** figure for said tree, based on the severity of damage.

3.6. A fixed penalty fine for transgression within tree RPA zones of £1,000 for movement of heavy plant through the RPA will also be actively enforced.

3.7. The decision on any penalty payment will be at the sole discretion of the Council's Parks and Green Space/Forestry Service.

3.8. There should be no vehicle movement across any grass / soft landscaped areas, outwith the RPA zones, which are going to be used as an event area or for temporary access required for any build/de-rig, without the use of protective matting. The specification for this protection needs to also be included in the Tree Protection Plan and Vehicle Access Plan.

3.9. The lopping of overhanging branches and any ground excavation to facilitate construction of any infrastructure for the Event is not permitted within any Parks & Greenspace area.

3.10. An indicative exclusion zone is detailed in the Appendix A (separate attachment).

3.11. ** CAVAT (Capital Asset Value for Amenity Trees) - CAVAT provides a method for managing trees as public assets rather than liabilities. It is designed not only to be a strategic tool and aid to decision-making in relation to the tree stock as a whole, but also to be applicable to individual cases, where the value of a single tree needs to be expressed in monetary terms.

4. LICENSING AND PLANNING FOR EVENTS

4.1. The Contractor must ensure that all necessary consents (including 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 shall ensure that they obtain all the required licences for the Event, such as public entertainment, theatre, market operator, street traders and liquor licence.

4.3. There is a cost associated with each of the required licences and it will be the responsibility of the Contractor to bear this cost.

4.4. The Contractor must ensure that all requirements in relation to Food Hygiene, Public Safety and other licensing requirements are fully met to the satisfaction of the Council.

4.5. Failure to obtain all the correct licenses will result in the Event not being able to trade.

4.6. 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.

4.7. The Council will not be liable for any costs associated with failure to obtain relevant permissions and the consequences of this.

5. COMMUNICATIONS

5.1. Communication with local stakeholders is the responsibility of the Contractor and must take place 28 days in advance of the Event, with a focus on keeping those who may be impacted by the Event informed.

5.2. 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;
- The City of Edinburgh Council website;
- Social Media;
- Park Notice Boards; and
- Emergency contact information (named person).

6. MARKETING

6.1. The Contractor shall develop and manage the delivery of a marketing, press and PR plan.

6.2. The Contractor shall be obliged to provide audience feedback and profiling, including lessons learned to the Council within two months of the conclusion of the Event.

7. CONTRACT MANAGEMENT

7.1. The Contractor shall appoint a Contractor's Representative empowered to act and make decisions on behalf of the Contractor for all purposes connected with this Contract. The Contractor's Representative 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, the Council) and interested parties in order to ensure delivery of all aspects of the Contract. The Contractor's Representative 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 Contractor's Representative is contactable by email/telephone/mobile during the Council's operating hours throughout the Contract period and out-with these hours in the event of emergency.

7.3. The Contractor's Representative shall be responsible for monitoring Contract performance and compliance with mandatory requirements on an ongoing basis.

7.4. 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. Any changes to the contact details of the Contractor's Representative must be communicated to the Council immediately. It is expected that should any staff changes take place throughout the life of the Contract any named individuals in the Contractor's tender will have an equal or greater skillset than the departing member.

7.5. The Contractor shall operate a clear written procedure for handling complaints. The Contractor shall maintain an efficient process to record, handle and resolve complaints relating to the Event. This process should allow for the identification and tracking of complaints from initiation to resolution. Details of such complaints and proposed and/or

completed corrective action will be reviewed at contract management and review meetings.

8. PERFORMANCE MONITORING

8.1. Appendix C - Key Performance Indicators (separate attachment) sets out the performance measures that will support the management of the Contract. The Contractor 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 enhance the 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 at 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.

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, 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 timely 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 and in a format acceptable to the Council.

8.7. The Contractor will provide reports detailing programme development, written planning and progress reports 3 months prior to the activity period.

8.8. Termination for Cause: The Council retains the right to terminate this Contract, without financial implications, should the Contractor deliver the services at a level below the minimum measurements stated in Appendix C.

9. CHANGES TO CAPACITY

9.1. During the period of the Contract 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.

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 will not be liable for any costs associated with this.

10. INSURANCES REQUIRED BY THE CONTRACTOR

10.1. It is a mandatory requirement that Contractors 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 Event 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.

10.3. The Contractor shall forthwith insure for full replacement value, including the cost of demolition of the structures where necessary and keep insured at all times during the Event all buildings and other structures erected or to be erected on the Site against normal commercial risks including loss or damage by fire, storm, riot, explosion and malicious damage and all other risks as shall from time to time be reasonably required by the Council with a reputable insurance company. The policy and receipts for annual premiums payable thereunder shall be made available to the Council when called upon for inspection.

11. INVOICING & PAYMENTS

11.1. The Council will require a Fixed Fee Rental Offer to be paid annually for the period of the build, the Event and the strike in line with paragraph 12.4.

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

11.3. A Purchase Order Number (a unique number allocated to the order for services to be provided under this Contract issued to the Contractor by the Council) must be provided in respect of agreed fees. Only once a Purchase Order Number has been rendered may the Contractor submit an invoice to the Council. The invoices must reference the Purchase Order Number and must fully replicate the Purchase Order descriptions.

11.4. Invoices will normally be settled within 30 days of receipt.

12. PAYMENT TERMS

12.1. Payment of a Reinstatement Bond is due for payment 4 weeks prior to the commencement of the build.

Site	Annual Reinstatement Bond
The Meadows	£20,000

These bond levels are indicative and may be adjusted depending on the level of reinstatement required. If the reinstatement bonds are not received 4 weeks prior to the Event then the Council reserves the right to refuse access to the Site and to terminate the Contract.

12.2. A site survey will be undertaken 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. The remaining balance - Fixed Fee Rental Offer - as tendered within the Pricing Schedule and any additional fees owed to the Council will be paid annually no later than 30 days after the Site has been vacated.

12.5. The Contractor should note that the Fixed Fee Rental Offer is 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. RIGHT TO AUDIT

13.1. 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.

13.2. 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.

13.3. 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.

14. BUSINESS CONTINUITY

14.1. 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. The Contractor should adapt its risk register based on future climate change projections, which include warmer and wetter winters, and an increase in the frequency and magnitude of severe weather events.

14.2. The Contractor must develop a crisis communications plan covering a range of scenarios. These include but are not limited to site closures from adverse weather, artist non-appearance, cancellation, major incident, etc.

14.3. Plans must be prepared in advance and in partnership with the emergency services and the Communications Team at the City of Edinburgh Council. Clear protocols on communication primacy must be established including method statements on issuing of communications and decision/notification pathways.

14.4. The Contractor will have in place and keep up to date a Plan detailing their contingency arrangements detailed in paragraph 14.1. This must be provided to the Council upon request.

14.5. The Contractor will be responsible for ensuring that any subcontractors have a plan in place which is robust and tested on an annual basis for the duration of the Contract and any extensions.

15. HEALTH AND SAFETY

15.1. The City of Edinburgh Council's Safety Advisory Group process is called the Events Planning and Operations Group (EPOG). Not less than three months prior to the Event the Contractor shall engage with the Council through attendance at the EPOG, or Council's designated forum, to confirm the arrangements for the Period of Use by the Contractor 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.

15.2. 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) including site build/strike.

15.3. 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.

15.4. Where necessary the Contractor shall ensure that suitable arrangements are in place for managing any fire risk and shall, if applicable, carry out a suitable and sufficient Fire Safety Risk Assessment for all aspects of the Event. The Contractor shall procure that any Fire Safety Risk Assessment shall satisfy both the Council, and the Scottish Fire and Rescue Service.

15.5. 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.

15.6. The Contractor shall co-ordinate all subcontractor work activities, ensuring all appropriate Health and Safety Regulations are fully met.

15.7. The Contractor shall manage health and safety of the Site staff, ensuring that all necessary safety equipment on the Site is well maintained.

15.8. The Contractor shall have an up-to-date Health and Safety Policy which is available to all staff members and subcontractors.

15.9. The Contractor shall provide Site Management Plans including build schedules and contingency plans.

15.10. 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.

15.11. The Council reserves the right to request the Plans mentioned in 15.8, 15.9 and 15.10 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.

15.12. 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.

15.13. The Contractor accepts responsibility for all health and safety arrangements during the Event, including public safety in and around the Site. Where any breach in health and safety arises through the use or occupation of the Site, the Contractor will bear all responsibility and free and relieve the Council in respect of any loss, claims, demands and actions whatsoever arising as a result of their said use or occupation unless any breach arises as a direct result of the Council's act or omission or negligence. The Contractor will take out such insurance cover as to give full indemnification to the Council in respect of (i) any damage or loss suffered by any person or (ii) any liability arising from any injury to or death of any person by reason of or arising out the state and condition of the Site or the Event.

16. EQUALITY AND HUMAN RIGHTS

16.1. The Contractor will commit to comply with relevant legislation which includes but is not limited to the Equalities Act 2010.

16.2. The Contractor will take steps to mitigate and minimise any adverse impacts of their activities on the local community including residents and businesses.

16.3. 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.

17. COMPLIANCE WITH LEGISLATIVE REQUIREMENTS

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

18. GUIDANCE ON USE OF VOLUNTEERS

18.1. 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.

18.2. The Council has created a Code of Conduct Appendix D – 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.

18.3. 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.

19. THE ENVIRONMENT

19.1. The city has a climate target of net-zero emissions by 2030. More information on how we're meeting our target can be found at: https://http://www.edinburgh.gov.uk/climate-2/2030-climate-strategy.

19.2. 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.

19.3. 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.

19.4. 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.

19.5. The Contractor must provide an annual environmental/sustainability report to the Council, including an emissions report. Additionally, the Contractor must apply within the first year (if not already a member) to join the Green Arts Charter and sign up to the Edinburgh Climate Compact.

19.6. In relation to transport, the Contractor shall ensure that:

19.6.1. Vehicles used to set up, dismantle or deliver equipment throughout the Events period comply with Edinburgh's Low Emissions Zone, and are electric where possible;

19.6.2. The use of other low-carbon vehicles, such as electric cargo bikes are considered where relevant to minimise the environmental impact of the Event;

19.6.3. Public transport access to the Event is encouraged and clearly indicated, to discourage eventgoers from coming by car or taxi;

19.6.4. Public transport or other special arrangements are in place to ensure eventgoers can return home after the Event, even if they last until late at night; and

19.6.5. Local bike parking facilities are promoted.

19.7. In relation to waste, the Contractor shall minimise waste generation and maximise waste recycling, including food waste, as outlined in paragraphs 2.5.60-2.5.62.

19.8. In relation to energy, the Contractor shall minimise energy consumption where possible and minimise reliance on diesel generators. The Contractor shall not rely on outdoor heating solutions, which are highly energy intensive.

19.9. In relation to food, the Contractor shall ensure that:

19.9.1. Food served during the Event always include at least an equal number of plant-based options as meat, fish or dairy options. Entirely plant-based menus are encouraged to minimise the environmental impact of the Event;

19.9.2. Caterers pay the Real Living Wage;

19.9.3. Fresh, sustainable, organic, fair trade and local ingredients are sourced where possible; and

19.9.4. Carbon labelling is implemented across all menus during the Event.

NOISE

19.10. The Meadows can be operated with a reasonable level of music entertaining a relatively large audience but is not a suitable site for concert-level noise, or extended periods of sound with heavy bass beat components, as this travels further and penetrates windows / buildings more easily. Positioning of venues and of speaker systems away from residential premises will be necessary to ensure nearby residents are not disturbed but ensure that feasible entertainment levels are maintained.

19.11. The Contractor shall seek to minimise disturbance caused to any nearby sensitive premises, such as dwellings. The Contractor shall ensure that any industry code of practice or guidance in relation to noise abatement, as well as conditions stipulated by any statutory licence(s) or planning permission is adhered to.

19.12. Where possible, takedown activities should occur the day after the Event finishes. Any necessary takedown activities (for e.g. safety) post 22.00 hours should be “silent” working.

19.13. Generators should be super-silenced and sensitively placed in relation to nearby noise-sensitive receptors.

PUBLIC HEALTH

Infrastructure Services

19.14. The Contractor must ensure the availability and reliability of essential infrastructure services for events, including:

- A continuous supply of potable water and adequate washing facilities, particularly when food is being prepared / sold;
- Uninterrupted means of power; and
- Adequate systems for the drainage / removal of wastewater from all temporary venues and structures.

19.15. All infrastructure services, particularly drainage / waste wastewater management, must fully comply with applicable environmental laws and regulations. Wastewater must be managed in a manner that prevents contamination of the surrounding environment, including soil and water sources.

19.16. The required Event Management Plan must contain contingency plans to address potential disruptions or failures in any of these services. The plan should include alternative measures to maintain service continuity and safeguard public health and safety.

20. UNACCEPTABLE WORKING PRACTICES

20.1. The Contractor shall deliver the 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.

20.2. 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 (including vermin infestation) or annoyance or obstruction or damage or injury to the Council, its tenants or neighbouring proprietors or occupiers 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.

The Council shall be the sole judge in determining whether any the Contractor's actions amount to anything under paragraph 20.2.

20.3. The Contractor shall keep the Site in a clean and tidy condition to the reasonable satisfaction of the Council during the Event and will adhere to any industry code of practice or guidance in relation to noise abatement, as well as conditions stipulated by the Contractor's statutory licence(s) or planning permission.

20.4. 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.

20.5. 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.

21. FAIR WORKING PRACTICES

21.1. The Council is committed to the delivery of high quality public services and recognises that this is critically dependent on a workforce that is well-rewarded, well-motivated, well-led, has access to appropriate opportunities for training and skills development, is diverse and inclusive, and can influence decision making. These factors are also important for workforce recruitment and retention, and thus continuity of service delivery. The Council is applying the Scottish Government's policy Fair Work First to public contracts and asking Contractors to adopt the criteria which includes:

- appropriate channels for effective voice, such as trade union recognition;
- investment in workforce development;
- no inappropriate use of zero hours contracts;
- action to tackle the gender pay gap and create a more diverse and inclusive workplace;
- providing fair pay for workers (for example, payment of the real Living Wage);
- offer flexible and family friendly working practices for all workers from day one of employment; and
- oppose the use of fire and rehire practices.

More details on each of the criteria can be found in Appendix 3 of the Instructions to Tenderers along with links to further information.

21.2. The Council adopted a new three-year Business Plan, Our Future Council, Our Future City to help focus on our priorities and deliver real improvement and support a fair and green recovery for our city. Ending poverty by 2030 is one of the key priorities and includes actions to support fair work and living wage. The seven Fair Work First criteria above are fully supported by the Council and we want to work with Contractors who adopt the same approach.

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 including free tickets and discounts; mentoring and sponsorship of community organisations.

22.2. Community Benefits must be as a direct result of being awarded a Council contract and not something the Contractor is already engaged in delivering, relevant and of economic, social or environmental benefit to the locality the Contract is being delivered, City of Edinburgh, and the city's citizens.

22.3. Community Benefits delivery and performance will be monitored throughout the life of the Contract through contract management arrangements. The Contractor has a responsibility to provide evidence against each benefit agreed and by the timeframe agreed. Community Benefits are reported in the Council Sustainable Procurement Strategy Annual Report to the Council's Finance and Resources Committee and Scottish Government.

22.4. 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 https://www.edinburgh.gov.uk/opportunities-young-people

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;
- Donations to support the One Million Tree City initiative;
- Support to local community events;
- Pricing incentives for Edinburgh residents which make events and attractions more accessible;
- Special performances for residents of care homes/hospital performances; and
- Pop up performance in libraries and other public locations outside the city centre.

End of Specification