

Governance, Risk and Best Value Committee

10.00am, Tuesday, 4 June 2024

Award of Contract for Edinburgh's Winter Festivals – referral from the Finance and Resources Committee

Executive/routine
Wards
Council Commitments

1. For Decision/Action

- 1.1 The Finance and Resources Committee has referred a report on the award of a Contract for Winter Festivals to Unique Assembly Limited as lead organisation of a consortium with Assembly Festival Limited and Unique Events Limited, to the Governance, Risk and Best Value Committee for scrutiny, with a particular focus on the timeline of procurement and any public announcements and due diligence undertaken on financial aspects of the bids received.

Dr Deborah Smart
Executive Director of Corporate Services

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Referral Report

Award of Contract for Edinburgh's Winter Festivals – referral from the Finance and Resources Committee

2. Terms of Referral

2.1 On 30 April 2024, the Finance and Resources Committee considered a report by the Executive Director of Place seeking approval for the award of a Contract for Winter Festivals to Unique Assembly Limited as lead organisation of a consortium with Assembly Festival Limited and Unique Events Limited, to commence on 27 May 2024 for an initial period of three years, with two further optional 12 month extensions, at a total estimated value ranging between a minimum of £405,000 and £1,507,500 of income over the course of the Contract term, subject to planning permission, licensing and site availability.

2.2 Motion

- 1) To approve the award of a Contract for Edinburgh Winter Festivals to Unique Assembly Limited, the lead for a consortium which included Assembly Festival Limited and Unique Events Limited.
- 2) To note the estimated rental income would range between a minimum of £405,000 and £1,507,500 over the course of the Contract term, subject to planning permission, licensing and site availability.
- 3) To approve the commencement of the Contract on 27 May 2024 to service the 2024/25 requirement for Edinburgh's Christmas and 2025/26 requirement for a combined Edinburgh's Christmas and Edinburgh's Hogmanay. The Contract term would be for an initial period of three years (i.e. 2024/25 to 2026/27) with two optional 12-month extensions undertaken at the sole discretion of the Council.

- moved by Councillor Watt, seconded by Councillor Dalgleish

Amendment

- 1) To approve the award of a Contract for Edinburgh Winter Festivals to Unique Assembly Limited, the lead for a consortium which included Assembly Festival Limited and Unique Events Limited.

- 2) To note the estimated rental income would range between a minimum of £405,000 and £1,507,500 over the course of the Contract term, subject to planning permission, licensing and site availability.
- 3) To approve the commencement of the Contract on 27 May 2024 to service the 2024/25 requirement for Edinburgh's Christmas and 2025/26 requirement for a combined Edinburgh's Christmas and Edinburgh's Hogmanay. The Contract term would be for an initial period of three years (i.e. 2024/25 to 2026/27) with two optional 12-month extensions undertaken at the sole discretion of the Council.
- 4) To refer the report by the Executive Director of Place to the Governance, Risk and Best Value Committee for scrutiny, with a particular focus on the timeline of procurement and any public announcements and due diligence undertaken on financial aspects of the bids received.

- moved by Councillor Mumford, seconded by Councillor Staniforth

In accordance with Standing Order 22(13), the amendment was accepted as an addendum to the motion.

Decision

To approve the following adjusted motion by Councillor Watt:

- 1) To approve the award of a Contract for Edinburgh Winter Festivals to Unique Assembly Limited, the lead for a consortium which included Assembly Festival Limited and Unique Events Limited.
- 2) To note the estimated rental income would range between a minimum of £405,000 and £1,507,500 over the course of the Contract term, subject to planning permission, licensing and site availability.
- 3) To approve the commencement of the Contract on 27 May 2024 to service the 2024/25 requirement for Edinburgh's Christmas and 2025/26 requirement for a combined Edinburgh's Christmas and Edinburgh's Hogmanay. The Contract term would be for an initial period of three years (i.e. 2024/25 to 2026/27) with two optional 12-month extensions undertaken at the sole discretion of the Council.
- 4) To refer the report by the Executive Director of Place to the Governance, Risk and Best Value Committee for scrutiny, with a particular focus on the timeline of procurement and any public announcements and due diligence undertaken on financial aspects of the bids received.

3. Background Reading/ External References

3.1 Finance and Resources Committee – 30 April 2024 - Webcast

3.2 Minute of the Finance and Resources Committee – 30 April 2024

4. Appendices

Appendix 1 – Report by the Executive Director of Place

Finance and Resources Committee

10.00am, Tuesday, 30 April 2024

Award of Contract for Edinburgh's Winter Festivals

Executive/Routine
Wards

Executive
All, particularly Ward 11 – City Centre

1. Recommendations

- 1.1 It is recommended that Finance and Resources Committee:
- 1.1.1 Approves the award of a Contract for Edinburgh Winter Festivals to Unique Assembly Limited, the lead for a consortium which includes Assembly Festival Limited and Unique Events Limited;
 - 1.1.2 Notes the estimated rental income will range between a minimum of £405,000 and £1,507,500 over the course of the Contract term, subject to planning permission, licensing and site availability; and
 - 1.1.3 Approves the commencement of the Contract on 27 May 2024 to service the 2024/25 requirement for Edinburgh's Christmas and 2025/26 requirement for a combined Edinburgh's Christmas and Edinburgh's Hogmanay. The Contract term will be for an initial period of three years (i.e. 2024/25 to 2026/27) with two optional 12-month extensions undertaken at the sole discretion of the Council.

Paul Lawrence

Executive Director of Place

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Award of Contract for Edinburgh's Winter Festivals

2. Executive Summary

- 2.1 This report seeks approval to award a Contract for Winter Festivals to Unique Assembly Limited as lead organisation of a consortium with Assembly Festival Limited and Unique Events Limited, to commence on 27 May 2024 for an initial period of three years, with two further optional 12 month extensions, at a total estimated value ranging between a minimum of £405,000 and £1,507,500 of income over the course of the Contract term, subject to planning permission, licensing and site availability.

3. Background

- 3.1 The City of Edinburgh Council requires a Contract for the production and delivery of Edinburgh's Christmas and Edinburgh's Hogmanay events, which collectively form the Edinburgh Winter Festivals.
- 3.2 These events are a key component of the city's events offer and deliver significant economic, tourism and civic benefits. Edinburgh's Christmas will run for a period of between four to six weeks from mid-November and Edinburgh's Hogmanay will run concurrently for a period of at least three days.
- 3.3 The existing Edinburgh Christmas contract delivered its final event in 2023/24, however the Hogmanay event contract will end at the three year term on 10 July 2025. The new contract, which combines both events, will deliver Edinburgh's Christmas in year one and a fully combined offering from year two.
- 3.4 Following an assessment of the delivery options available and a lessons learned exercise (which was reported to three Committees - Finance and Resources, Culture and Communities and Governance, Risk and Best Value between June 2022 and August 2023) including feedback from the market, the Council's Culture and Communities Committee approved officers' recommendations to proceed with a procurement exercise to appoint a prime Contractor via Light Touch procedure with Negotiation for the delivery of a combined Contract for Edinburgh's Christmas and Edinburgh's Hogmanay.

- 3.5 In 2021, an extensive public consultation exercise regarding the future of the city's Winter Festivals was undertaken following concerns over the size, scale and location of some of the events.
- 3.6 The responses to this consultation provided clear guidelines and principles of how Edinburgh's Winter Festivals should look and be delivered going forward.
- 3.7 The outcomes of the consultation were [reported](#) to Policy and Sustainability Committee on 30 November 2021. These principles were reflected in the tender documentation and will be managed throughout the life of the Contract via key performance indicators.

4. Main report

- 4.1 On 4 October 2023, Commercial and Procurement Services (CPS) published a Prior Information Notice (PIN) on Public Contracts Scotland (PCS) to alert the market to the Council's intention to tender for Winter Festivals. A total of 22 Suppliers noted interest in the PIN notice.
- 4.2 Following this, on 16 October 2023, CPS published a Contract Notice on PCS as set out in the Public Contracts (Scotland) Regulations 2015.
- 4.3 The Competitive Procedure was over four discreet stages:
 - Single Procurement Document (SPD) Stage (Stage One);
 - First Tender Submission (Stage Two);
 - Negotiation (Stage Three); and
 - Final Tender Submission (Stage Four).
- 4.4 A cost/quality ratio of 20/80 was applied to the tender process, to ensure that quality was of a high standard and encourage competitive submissions. To further protect the quality element, a minimum quality threshold of 60 marks out of 100 was included, with the Council having discretion to disqualify tenders which did not achieve this threshold.
- 4.5 Stage One (SPD) resulted in a total of six organisations submitting a response, this stage sought evidence of previous experience and assessed mandatory criteria of the organisations to ensure they had the relevant capacity to deliver a future contract. One organisation failed to meet the selection requirements at this stage.
- 4.6 Stage Two First Tender was issued to five organisations on 8 December 2023 and closed with a total of two Tenders submitted before the deadline of 31 January 2024. Three organisations withdrew from the Tender stage citing concerns with the size of the requirement and financial constraints amongst their reasons for not bidding.
- 4.7 Tenderers were invited to separate negotiation meetings (held at Waverley Court in late February) to discuss the submissions and points for clarification following an evaluation of the First Tenders, give the Tenderers an opportunity to raise any

issues of their own and present their ideas to the evaluation panel. A representative from EventScotland was also present at these meetings in the role of a 'critical friend' to the Council.

- 4.8 CPS issued a Final Tender pack on 6 March 2023, highlighting any changes to the pack and Tenderers were given until 13 March 2024 to adjust and finesse their bids following negotiations. Both Tenderers submitted bids for evaluation.
- 4.9 The cost element allocated to the Tender was 20/100 marks to the highest price bid for the rental income. CPS Officers evaluated this element following the completion of the Quality evaluation.
- 4.10 Finally, further due diligence checks were undertaken to ensure the Financial standing of organisations met Council requirements and aligned to the final price proposal. This included reviewing assumptions made with regard to rental offers made.
- 4.11 A summary of the tender process is attached at Appendix 1. The recommended Tender was awarded a Quality Score of 72.60 and Price score of 20.00 giving a total outcome of 92.60. The other Tender scored a total of 67.93.

Lessons Learned

- 4.12 Following the previous tender exercise in 2022, a number of lessons learned and changes have been implemented. These include:
 - 4.12.1 Introduction of a competitive procedure with negotiation to ensure that there is an opportunity for negotiation and clarification after initial bid submission;
 - 4.12.2 Increasing the quality weighting to 80% to reflect the importance of bid quality over income;
 - 4.12.3 Clearer instructions in relation to securing permissions;
 - 4.12.4 Significant enhancements to the sustainability and environmental impact requirements in the tender specification (see Appendix 2);
 - 4.12.5 A new question in relation to Event Accessibility and Inclusivity in the Tenderers' Submission; and
 - 4.12.6 Increased weightings in the Community Benefits and Environmental Impact sections in the Tenderers' Submission to reflect the importance of these elements to the city.

Bid Quality

- 4.13 The recommended bid builds on the core deliverables identified through the consultation (see section 2.1 in Appendix 2), the lessons learned from the previous tender exercise and the changes implemented in the specification to reflect the importance of reducing environmental impact, increased spread of events across the city centre and the wider city, and improved accessibility. The events are expected to offer significant community benefits across a range of initiatives. These include employment and mentorship for school leavers, mentoring for young

musicians to feature during the Hogmanay festival, local business support, a large programme of free events, schools lantern projects, charity fundraising, free tickets for charities and communities, discounts for EH postcodes.

- 4.14 The evaluation panel has a high degree of assurance that the preferred bid meets the terms of the specification and that, other than securing permission for site use and statutory consents, is fully deliverable.

5. Next Steps

- 5.1 Subject to approval, the Contract will commence on 27 May 2024 for an initial period of three years with two optional 12-month extensions (3 + 1 + 1). The Council has reserved the right to apply a break clause and change the model following the second year of the Contract. In addition, should the Council consider that any of the key principles have not been met, the Council reserves the right to terminate the Contract.
- 5.2 The Contract will be managed by the Culture and Wellbeing service and an appointed contract manager will be nominated. The contract manager will support implementation and contract management delivery throughout the Contract lifecycles and be supported by the Contract and Grants Management Team (CAGM).
- 5.3 Operational efficiencies identified in the Tender should be delivered through proactive supplier engagement; monitoring of management information; application of key performance indicators; monitoring of community benefits; and tracking of relevant budgets.

6. Financial impact

- 6.1 The Christmas element of Winter Festivals will operate by a rental income model, whereby the Supplier will be charged daily rental for sites within the city. The total estimated rental income submitted over the life of the Contract and extension periods will range between a minimum of £405,000 and £1,507,500. The higher rental value offer is subject to planning, licensing and other assumptions being confirmed, therefore details are provided of the lower minimum value should the assumptions not be realised.
- 6.2 The Hogmanay element of Winter Festivals will be funded from the Council's revenue budget and the maximum budget available per annum is £812,456, which equates to £3,249,824, over the life of the four-year Contract and extension periods. The prices quoted will be fixed and applied throughout the life of the Contract.
- 6.3 Tenderers were subjected to financial assessments and assurance checks of the lead organisation, their consortia partners and where appropriate proposed subcontractors. Clarifications were sought (where required) and colleagues from

Finance and Legal services were consulted to ensure risks identified were addressed.

- 6.4 Financial concerns were identified and further explanation sought from the Tenderer, and provided by their relevant Directors and/or Chartered Accountants. Further detail is provided in confidential Appendix 3.
- 6.5 The costs associated with procuring this Contract are estimated to be from £20,001 to £35,000.

7. Equality and Poverty Impact

- 7.1 The Council initiated an open public conversation about the future of these events, to listen to residents' views and to ensure that the future of the Winter Festivals achieves the right balance for those living and working in Edinburgh.
- 7.2 The consultation, which has informed the tender documentation, received responses from 8,614 individuals and 35 organisations.
- 7.3 The All-Party Oversight Group on Festivals and Events was kept updated during the process, approving the final survey.
- 7.4 Large events require consultation, advice and support from a large number of partners, including the emergency services. This process is managed through the Council's Event Planning Operations Group (EPOG) and the All-Party Oversight Group on Festivals and Events (APOG) to ensure that the events will be managed and delivered safely with minimal disruption.
- 7.5 In addition, tender submissions were assessed on their plans for stakeholder consultation, notification and engagement. Detailed stakeholder engagement plans to ensure that residents and businesses are included within the development of the events and have a forum and mechanism for engaging directly with the event producer(s).
- 7.6 Unique Assembly Limited will pay workers (including any agency or sub-contractor staff) the Real Living Wage, the organisation is an accredited Living Wage employer.
- 7.7 A number of initiatives within the proposed bid directly address inequality of economic accessibility to the Winter Festivals. These include free tickets to charities and community groups, free entertainment at both Christmas and Hogmanay, and employment and training opportunities.

8. Climate and Nature Emergency Implications

- 8.1 Climate change was identified as relevant to this procurement exercise and service providers were required to complete a response within the Single Procurement Document (SPD) to provide evidence that their organisation has taken steps to build

the awareness of the climate change emergency. Scope 1, 2 and 3 emissions were addressed in the SPD question as defined in the Greenhouse Gas Protocol.

Environmental Impacts

- 8.2 Consideration has been given to recycled products, minimising waste, local sourcing/supply chains, tree protection, electric/low carbon vehicles/plant/equipment as well as a range of other sustainable measures that have been included in the Tender pack. The Tenderer's submission addresses these areas and provides details of measures to reduce, minimise or eliminate environmental impact. These are designed to minimise the sustainable implications from the Winter Festivals and reputational damage to the Council.
- 8.3 A full list of the environmental sustainability requirements is contained within section 21 of Appendix 2.
- 8.4 The tender submission provides detailed sustainability measures including reduction of waste; no single-use plastics; use of existing power supplies wherever possible; minimising use of green spaces; tree protection measures; use of local Contractors and workforce; and publication of a Net Zero strategy.
- 8.5 In addition, as part of the Tender Submission, Suppliers were required to fully detail highest standards of service quality in line with the Council expectations regarding sustainability and demonstrate how they can work along with the Council to achieve these commitments.
- 8.6 Feedback on the specification, selection criteria and approach to this tender was sought from the Senior Change and Delivery Officer (carbon management) within Corporate Services prior to publication.

9. Risk, policy, compliance, governance and community impact

- 9.1 The Sustainable Procurement Strategy was considered and applied through the request of community benefits. Subject to approval, the Supplier will be required to deliver community benefits; benefits to be delivered from employability and skills and education and outreach categories will be agreed at the Contract commencement and monitored throughout the life of the Contract by the contract manager.
- 9.2 The Contract recommended for award is compliant with procurement regulations and the Contract Standing Orders. The risk of legal challenge relating to contractual arrangements for the provision of these services is thereby reduced.
- 9.3 The sector is still recovering from the pandemic and there is, therefore, a risk to the Council. To mitigate these risks, Suppliers are required to pay for reinstatement bonds for Princes Street Gardens in advance and the Rental fees are paid 50% in advance and 50% post event delivery.

- 9.4 The financial standing of parts of the consortium has been assessed. Further detail is provided in confidential Appendix 3. Annual financial assessments will be conducted to monitor and mitigate any future risk.
- 9.5 Additionally, a review of the various financial assumptions contained within the Tenderers' Submission was carried out as part of the procurement process.
- 9.6 The Council terms and conditions of contract provide the Council a right to immediately terminate the contract where the Supplier fails to make payment of the full amount of the Fixed Fee Rental by 31 January (post event) each year.

10. Background reading/external references

- 10.1 Award of Contracts for Winter Festivals – Finance and Resources Committee, [16 June 2022](#)
- 10.2 Edinburgh's Christmas – Emergency Contract Award - Finance and Resources Committee, 10 October 2022 (Private)
- 10.3 Response to Emergency Motion – Edinburgh's Christmas – Governance, Risk and Best Value Committee, [22 November 2022](#)
- 10.4 Procurement of Edinburgh's Christmas – Finance and Resources Committee, [26 January 2023](#)
- 10.5 Edinburgh's Christmas and Edinburgh's Hogmanay – Outcome Report – Culture and Communities Committee, [7 March 2023](#)
- 10.6 Edinburgh's Christmas and Edinburgh's Hogmanay – Outcome Report – Finance and Resources Committee, [10 March 2023](#)
- 10.7 Response to Motion by Councillor McVey – Edinburgh's Christmas – Culture and Communities Committee, [8 June 2023](#)
- 10.8 Edinburgh's Winter Festivals – Update on Procurement – Culture and Communities Committee, [10 August 2023](#)

11. Appendices

Appendix 1 - Summary of Tendering and Tender Evaluation Processes

Appendix 2 – CT2978 Specification Winter Festivals Version 2

Appendix 3 – Financial standing of the Unique Assembly Ltd Consortium (Confidential)

Appendix 1 - Summary of Tendering and Tender Evaluation Processes

Contract	Winter Festivals	
Contract period (including any extensions)	27 May 2024 – 26 May 2029 includes two optional extensions of 12-months (3 + 1 + 1)	
Estimated Contract value	Range between a minimum of £405,000 and £1,507,500 (Total including extensions)	
Procurement Route chosen	Light Touch procedure involving negotiations	
Tenders returned	Two	
Name of Recommended Contractor	Unique Assembly Limited	
Price / Quality ratio	80% Quality / 20% Price	
Evaluation criteria and weightings	It is essential that the quality is of a high standard, therefore the driving factor is quality and to further protect this element a minimum quality threshold of 60% was applied with the Council having discretion to disqualify Contractors who did not achieve this threshold.	
	Award Criteria	Weighting
	Event Programme and Proposed Activities	20%
	Project Implementation and Proposed Methodology	18%
	Event Structure and Personnel	10%
	Contract & Performance Management	7%
	Event Accessibility and Inclusivity	10%
	Event Marketing	10%
	Event Environmental Impact	10%
	Event Fair Works Practices	5%
Event Community Benefits	10%	
Evaluation Team	Council Officers	

The City of Edinburgh Council

Specification **VERSION 2**

Winter Festivals

REF: CT2978

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1. BACKGROUND

- 1.1. Edinburgh's Winter Festivals (Edinburgh's Hogmanay Festival and Edinburgh's Christmas) offer 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. Edinburgh's Hogmanay Festival is an internationally renowned New Year event. Edinburgh's Hogmanay Festival has been a 3-day event centred around celebrations on 31st December. The Festival provides unrivalled promotion for the city and images of the midnight fireworks display have previously been broadcast around the world, attracting significant international audiences and awareness. Previous activities have included a street party, concerts in Princes Street Gardens, a torchlight procession and an open-air ceilidh.
- 1.4. In 2021, an extensive public consultation on the future of the winter festivals (Christmas and Hogmanay) was undertaken. The results of that consultation are appended to the tender pack in Appendix 4 – Winter Festival Consultation Report (separate attachment). General principles emerging from the consultation are contained throughout this document informing a refreshed model for Edinburgh's Winter Festivals (Christmas and Edinburgh's Hogmanay Festival).
- 1.5. It is the intention that any Contract resulting from this ITT will commence in May 2024 to service the 2024/25 requirement for Edinburgh's Christmas and 2025/26 requirement for a combined Edinburgh's Christmas and Edinburgh's Hogmanay. 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).
- 1.6. Year 1 of the contract (2024/25) will be for delivery of Edinburgh's Christmas only. From year 2 (2025/26), the Contractor will also be responsible for the delivery of Edinburgh's Hogmanay.
- 1.7. Following the second year of the Contract; should the Council consider the scope of change to be significant, a break clause will be applied. In respect of variation on model, the Council reserves the right to change the model at any point in 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, programming, co-ordination, management and delivery of a Winter Festival incorporating Edinburgh's Christmas and Edinburgh's Hogmanay. The key driving principles which must be applied to each event for the Contract are:
 - Provide high quality Christmas and Hogmanay Festival events and activities which will be valued by residents and visitors, and continue to maintain and enhance Edinburgh's reputation;
 - Programme opportunities to extend Winter Festival events and activities to other parts of the city outside of the city centre, particularly in locations close to public transport and active travel routes;
 - 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;

- Demonstrate commitment to ensuring that those employed for the Winter Festival are paid the real living wage and that employers are committed to the fair hospitality charter;
 - 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 family-friendly events and activities;
 - Deliver a programme based on light installations, live music and fireworks/a key midnight moment on Hogmanay with a focus on using local artists, talent and creatives;
 - Introduce alcohol-free times and/or areas within Christmas celebrations;
 - 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
 - Provide opportunities to emphasise the character and culture of Edinburgh through the design and use of existing buildings, spaces and infrastructure, 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 a Christmas and Hogmanay Festival and have overall responsibility to develop and deliver the Festival programme, sponsorship and marketing to ensure the best possible resident and visitor experience is created and delivered to the highest possible standard.
- 2.3. The Contractor is not required to follow any precedents set by previous event programmes out with those events identified as 'core events' at 2.12.
- 2.4. Accordingly, the Council is willing to consider variations to the historic events in terms of programme content, city centre locations used (in particular, to minimise use of green spaces), other locations outside the city centre, and duration of events and activities. However, it is expected that Edinburgh's Hogmanay Festival must take place for a minimum of three days and 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 the Edinburgh's Christmas and Hogmanay Festival programmes 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' local product;
 - 2.5.4. ensure the entire city benefits from the Festival by spreading activities throughout the city and into local town centres and communities; and
 - 2.5.5. above all, provide a high-quality offering and maintain the city's Christmas and Hogmanay Festival status as a world class event that promotes the city internationally.
- 2.6. The Contractor will be required to work with external agencies (such as EventScotland, Creative Scotland and the Scottish Government) to ensure that Edinburgh's Winter Festivals retain their place as the centre-piece of Scotland's winter celebrations.

- 2.7. Funding opportunities (e.g. Scotland's Winter Festivals; Expo Fund; Place Programme) 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. The Contractor should engage directly with Creative Scotland and EventScotland prior to responding to this tender to establish specific funding criteria and, where appropriate, the maximum award available.
- 2.8. The event(s) will be produced, managed and delivered by the Contractor on behalf of the Council. The Contractor will report directly to the Service Director for Culture and Wellbeing. Day-to-day contact will be through the Council's nominated contract manager.
- 2.9. The Contractor shall be required to appoint a Gold (Strategic) and Silver (Tactical) Commander 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 festivals programme.
- 2.11. The Contractor will work with the Festive Lighting Contractor to ensure festive lighting for the City is co-ordinated to enhance the Edinburgh's Winter Festivals programme. This is particularly important in relation to community events "switch-ons" where the Contractor will need to work closely with the Council's Festive Lighting Contract Manager and Edinburgh's Festive Lighting Contractor to ensure these important community events are well managed and delivered to a high standard.

EDINBURGH'S WINTER FESTIVALS CORE EVENTS

- 2.12. Edinburgh's Winter Festivals shall comprise the following core events, which must be delivered:
 - 2.12.1. A programme of events/installations that use light as a central theme;
 - 2.12.2. City centre Christmas Lights switch-on, including the Mound tree gifted from Vestland, Norway;
 - 2.12.3. Installation of a nativity scene and carol concert;
 - 2.12.4. A series of live music and/or street theatre/performance events and installations (indoor and outdoor) across a number of sites and dates;
 - 2.12.5. A Torchlight Procession; and
 - 2.12.6. A Hogmanay Celebration on 31st December, including a significant midnight moment. For example, fireworks, drones, lighting or any other significant intervention.
- 2.13. The Contractor shall also provide various activities, attractions and celebrations to augment with the above core events. These shall enhance the core events, increasing the offering for audiences and participants (particularly outwith the city centre), 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 programme that will attract visitors to the city and local neighbourhoods, encourage residents to the events and provide a vehicle to internationally promote the city of Edinburgh and celebrate its communities. Whilst previous Hogmanay events have incorporated live music and a large street party, the Contractor is not obliged to repeat this format but must propose alternative entertainment that maintains or increases the media and audience impact.
- 2.14. The Contractor must deliver a programme of events (especially for Edinburgh's Christmas) within the city centre and reaching into the nine local town centres and

communities outwith the city centre, where possible aligned to public transport and active travel routes.

- 2.15. For clarity, the nine town centres are defined as:
 - 2.15.1. Corstorphine;
 - 2.15.2. Gorgie / Dalry;
 - 2.15.3. Leith Central;
 - 2.15.4. Leith Walk;
 - 2.15.5. Morningside / Bruntsfield;
 - 2.15.6. Nicolson St / Clerk St;
 - 2.15.7. Portobello;
 - 2.15.8. Stockbridge; and
 - 2.15.9. Tollcross.
- 2.16. Further, the Contractor should consider a programme of events and activities that increase the duration of the festival, either with, for example, longer term lighting installations or events and activities delivered across a number of days and sites. However, the use of, and impact on, greenspaces should be minimised as far as possible.
- 2.17. 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 makers, crafts, artisans and producers to participate in events and activities.
- 2.18. 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.
- 2.19. All sites must prioritise power sources that do not rely on diesel generators. Wherever possible, alternatives must be used.
- 2.20. 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(s).

Proposed locations for events that should be considered by the Contractor in their tender response.

- 2.21. While the Council is not providing a prescriptive list of sites to be used, the following principles should be observed:
 - 2.21.1. The Council is seeking to create a balance of longer-term positive event impacts and encouraging activities in locations within and outwith the city centre (such as light installations within the city centre and locations outwith the city centre (e.g. local town centres; Granton waterfront; Leith; locations in the south or west of the city) to create a Winter Festival celebration).
 - 2.21.2. Events should be a mix of indoor and outdoor locations. The Contractor will be expected to propose an innovative programme of interventions using either purpose-built facilities (e.g. theatres and venues), outdoor open and urban locations and repurposed venues to deliver a festival experience. This could include markets, children's entertainment, family funfair rides, live music, street theatre, lighting and sound installations, projections, processions, etc.
 - 2.21.3. Events can be ticketed or free to attend (subject to capacity controls). However, they must meet the desired outcomes highlighted in 2.1 and 2.5.

- 2.22. The following sites shall be made available.
- 2.22.1. **Festival Square** (power, water and waste connections available)
<https://www.google.co.uk/maps/@55.9471746,-3.2069229,150m/data=!3m1!1e3>
- 2.22.2. **Castle Street** (power and water connections available)
<https://www.google.co.uk/maps/@55.9513525,-3.2030124,151m/data=!3m1!1e3>
- 2.22.3. **Princes Street Gardens East and West**
<https://www.google.co.uk/maps/@55.9499893,-3.1984069,608m/data=!3m1!1e3>
- 2.22.4. Large events in Princes Street Gardens can have a significant detrimental impact on the 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. No structures will be permitted to overhang bankings in East Princes Street Gardens. There are remedial works expected to be undertaken on these bankings during the term of this contract and the Contractor is not permitted to use these areas.
- 2.22.5. The Ross Bandstand is host to a small number of important annual events that occur during the Edinburgh's Winter Festival period. These include, but are not limited to, Diwali and the Santa Run. The Contractor is expected to closely co-ordinate and accommodate these events to ensure that they can take place side by side with the Winter Festivals.
- 2.22.6. Please note that the Princes Street Gardens West site does not include the use of the Ross Bandstand from 15/12/24 to 10/01/25 to accommodate Edinburgh's Hogmanay in Year 1. Further, the Contractor must vacate all spaces in Princes Street Gardens West, east of the Ross Fountain from 26/12/24 to allow Hogmanay to operate. The Contractor must provide unimpeded access to the Ross Bandstand for the build of Edinburgh's Hogmanay from 15/12/24 TO 10/01/25. While the build for Hogmanay can take place outwith operating hours for Edinburgh's Christmas, access through the site must be made available. The West Gardens also act as a depot/base for gardening staff who will require access throughout.
- 2.22.7. Princes Street Gardens East hosts an annual Garden of Remembrance. No activities will be permitted to occupy the lawns surrounding the Scott Monument until after the garden has been removed by Royal British Legion Scotland and/or Poppy 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.
- 2.22.8. No vehicle movements on the path directly adjacent to the Garden of Remembrance will be permitted during public opening hours. For the avoidance of doubt, this includes the path running from the corner of Waverley Bridge to the Scott Monument. Any vehicle movements past this area must be undertaken when the park is closed to the public.
- 2.22.9. Large scale installations such as the Big Wheel or Star Flyer must be positioned on permanent pile caps that have been installed specifically for these types of attractions. Details of their locations are contained in Appendix 12 and 13 (separate attachment).

- 2.22.10. 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 5 - Tree Protection Measures and Access to Princes Street Gardens West (separate attachment). The Contractor must fully engage with St Cuthbert's Church and the Council's Bereavement Services team and present a method statement to be agreed with both that clearly demonstrates that any use of the church yard adheres to the site access protocols.
- 2.22.11. It is likely that during the term of this Contract that access and use of Waverley Bridge will be curtailed due to the redevelopment of Jenner's which will take in the region of 3 years to complete (subject to work schedule). During the redevelopment, Waverley Bridge will be in use by Airlink and service buses (bus gate in operation) to access Princes Street whilst also maintaining cycle, pedestrian and delivery access. Therefore, this area will not be available for event use such as queuing, entertainment or markets and this should be reflected flexibly within the event design.
- 2.22.12. All plans must adhere with Council's Tree Protection Plans for East and West Princes Street Gardens (Appendix 6 and 7) (separate attachment) (which clearly mark areas which are acceptable to be considered for occupation) and activities proposed must have no detrimental impact on the trees or shrubs within the gardens. The Contractor must agree a robust tree protection plan with the Council's Neighbourhood Environmental Services team before overall Christmas plans can be approved. This must also be submitted as part of any planning application. Proposals that have little or no impact on trees or shrubs will be favoured.
- 2.22.13. The Contractor must also submit a Monument Protection Plan to ensure the protection and integrity of any statues or monuments within any sites to be used.
- 2.22.14. All events within Parks and Greenspaces in Edinburgh must fulfil the conditions and recommendations contained within the Parks Events Manifesto (Appendix 5 - 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.
- 2.22.15. The hire of any Parks or Greenspaces will be a direct hire relationship between the Contractor and the Council. Hire charges for specific locations are available upon request and carry an anticipated annual increase of 5% (the Council sets its fees and charges annually) as detailed in the pricing schedule. The current minimum hire charge for a large event in Princes Street Gardens East is £3,290 per day for 2023/24. Out of hours staffing costs and overtime are currently £70 per hour. 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. The Contractor is also liable for any staff costs incurred by the Council for out of hours services e.g. Park Rangers.

- 2.22.16. The Contractor will be responsible, where required, for the clearing and gritting of any paths within the gardens during adverse weather.
- 2.22.17. Should the presentation benches in the Gardens require to be relocated, this will be the responsibility of the Contractor and a detailed method statement must be submitted to the Council before any approval is granted. Where possible, benches should not be moved.
- 2.22.18. **Mound Precinct**
<https://www.google.co.uk/maps/@55.9515543,-3.1959061,134m/data=!3m1!1e3>
- 2.22.19. 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.
- 2.22.20. **High Street (including West Parliament Square)**
<https://www.google.co.uk/maps/@55.9497589,-3.1903789,294m/data=!3m1!1e3>
- 2.22.21. 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.
- 2.22.22. **George Street**
<https://www.google.co.uk/maps/@55.9526508,-3.2001946,548m/data=!3m1!1e3>
- 2.22.23. 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. **Please note that public realm works on George Street will affect availability in 2024, 2025 and 2026. The Contractor should contact the Council at the earliest opportunity to establish availability of George Street during its redevelopment.**
- 2.22.24. **St Andrew Square**
<https://www.google.co.uk/maps/@55.9541889,-3.1932759,168m/data=!3m1!1e3>
- 2.22.25. 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.
- 2.22.26. **Grassmarket**
<https://www.google.co.uk/maps/@55.9474233,-3.19593,218m/data=!3m1!1e3>

2.22.27. 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 agreed with the Council and comprehensively communicated well in advance with the residents and businesses of the area.

2.22.28. **East Market Street**

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

Other Areas

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

2.22.30. The list of sites is indicative of the geographic spread that would be desirable for both events but it is neither an exhaustive nor a complete list of sites that could be considered for activities. The Contractor is welcome to consider and propose alternative sites. The Contractor should not infer that permission for proposed activity will automatically be granted; the Contractor will have to undertake consultation prior to any approval for occupation of public spaces (please refer to point 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 all 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 sub-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). 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.

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. The Council encourages the Contractor to engage local businesses, social enterprises and co-operatives in sub-contracting 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 sub-contractors delivering any activities that require them to be registered with the PVG scheme.

- 3.1.6. The event(s) must provide toilet facilities, including disabled toilet facilities, 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. 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 Transport Management Group.
- 3.1.9. Suitable ground protection must be used 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. The Council may also oversee build, operation and strike activities to ensure compliance with the agreed site plans.
- 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 must ensure that when roadways are used as event arenas, care should be taken to ensure that a minimum of 3 metres is available at all times for two-way cycle access. This includes allowing space for deliveries, in addition to the cycleway within the event arena design (so cycle access can be maintained while deliveries are taking place). This applies throughout all cycles of the build, i.e. build, delivery and strike. To meet with current Scottish Fire and Rescue Service (SFRS) emergency access requirements, there should also be areas available within each arena that have a minimum width of 5 metres available to allow access to their equipment.
- 3.1.12. The Contractor shall observe all reasonable instructions of Council employees regarding the day to day running of Council-owned venues and sites.
- 3.1.13. 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.
- 3.1.14. The Contractor shall be responsible for the supply, safe operation and maintenance of all equipment.
- 3.1.15. Within the vicinity of any parks or green spaces, the Contractor must agree measures to protect the trees (including canopies and root systems) and grass protection should be installed to protect grass areas in accordance with the

Council's Tree Protection Plans (as set out in Appendix 5 - Tree Protection Measures and Access to Princes Street Gardens West). A detailed tree protection plan must agree a plan which demonstrates how the Council's tree protection measures will be met before occupation of any affected sites can be agreed.

- 3.1.16. Activities proposed must have as minimal an impact as possible 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 Hogmanay and Christmas plans can be approved and prior to works commencing on site. The Contractor should consider engaging its own arborist to ensure that this process runs smoothly and to facilitate discussions with Council officers (where required).
- 3.1.17. Given the environmentally sensitive nature of Princes Street Gardens, fixtures of a permanent or semi-permanent nature will not be permitted and any proposed requirement to drive objects or fixtures into the ground must be discussed and agreed with the site manager prior to commencement of works.
- 3.1.18. The Contractor must be considerate to local residents and mitigate noise pollution accordingly.
- 3.1.19. 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. The Council will provide a list of other events and existing license holders (where appropriate).
- 3.1.20. Where streetscapes, including bridges, cellars and voids are used as part of the event either for access or as part of the arena, the Contractor is responsible for ensuring appropriate permissions are sought from the owners, e.g. City of Edinburgh Council, Network Rail, etc. and that loading limits are adhered to.
- 3.1.21. Where public spaces, such as road ways, 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. In the case of parks, works could be carried out outwith the general opening hours of the park, subject to noise management and ranger availability.

WASTE MANAGEMENT

- 3.1.22. 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. The Contractor must appoint a Trade Waste supplier to remove waste from site, including waste generated by any concessions or sub-contractors.
- 3.1.23. 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.

- 3.1.24. 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, and the Contractor shall pay for such costs.
- 3.1.25. 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.
- 3.1.26. Leftover food should be donated to local charities to reduce food waste.

TRAFFIC MANAGEMENT

- 3.1.27. 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).
- 3.1.28. Further information on parking and event operations is contained in Appendix 8 – Parking Operations Events Procedure 2023-2024 (separate attachment).

STEWARDED, SECURITY AND POLICING

- 3.1.29. 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.
- 3.1.30. 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.
- 3.1.31. 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.
- 3.1.32. 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.

HIRE OF COUNCIL SITES

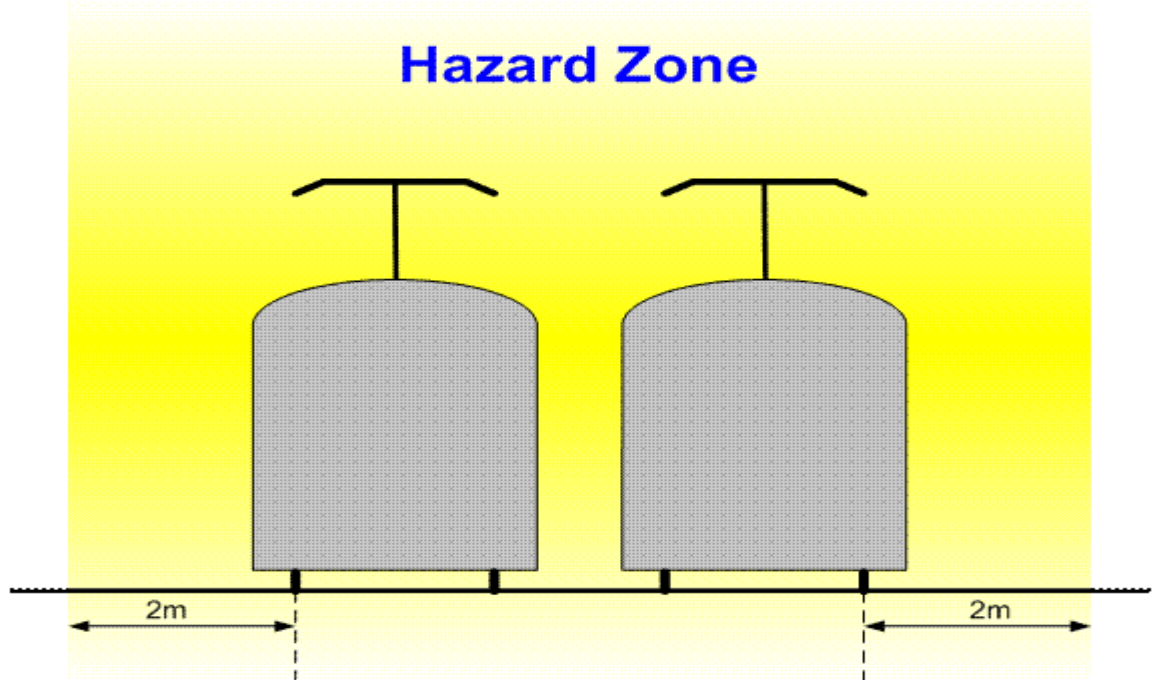
- 3.1.33. All sites owned by the Council will be subject to facility hire charges. Charges will be subject to annual increase (currently 5% but subject to annual agreement by the Council in February each year). The hire of Council sites will be directly arranged between the Contractor and the relevant Council departments.
- 3.1.34. The Contractor shall make payment of a reinstatement bond to the Council no later than 4 weeks prior to the commencement of the build 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.

- 3.1.35. In all circumstances, a pre-event condition survey 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.
- 3.1.36. The process of assessing any reinstatement works shall be;
 - 3.1.36.1. Initial site survey and condition agreed between the Council and the Contractor prior to entry; and
 - 3.1.36.2. Post event survey following Contractor's exit from site.
- 3.1.37. 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. The cost of which will be recovered from the reinstatement bond (if sufficient).

EDINBURGH TRAMS

- 3.1.38. There is provision within the Edinburgh Tram Act (2006) for the temporary suspension of the tram line on Princes Street from 18:00 on 30 December to 10:00 on 1 January (40 hours). Any events that make use of Princes Street will be required to operate within this window.
- 3.1.39. 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 over-head power lines.
- 3.1.40. 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.



3.1.41. 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.

3.1.42. 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 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 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, theatre, 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 other permissions (such as temporary traffic regulation orders or booking of council land) is sought within the stipulated timescales. A list of appropriate timescales is available on request.

4.5. 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.

4.6. Failure to obtain all the correct licenses and permissions will result in the event/activity not being able to take place or trade.

4.7. 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.

- 4.8. The Council will not be liable for any costs associated with failure to obtain relevant licences and the consequences of this.
- 4.9. 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 Winter Festivals.
- 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, Festivals Edinburgh, VisitScotland, EventScotland, Edinburgh Tourism Action Group, Essential Edinburgh, Scottish Government and other agencies to jointly promote Edinburgh and the events programmes.
- 5.4. Following year 1, the Contractor will represent Hogmanay as a board member of Festivals Edinburgh. The Contractor will be responsible for the annual membership fee of £5,297.
- 5.5. 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 Edinburgh's Hogmanay and Edinburgh's Christmas and will make these available to the Contractor. Similarly, all social media pages and resources pertaining to Edinburgh's Hogmanay and Edinburgh's Christmas will be made available to the Contractor.
- 5.6. Any URLs, online resources, social media profiles, film, photography and contact databases (newsletter sign ups, ticket purchasers, etc) developed during the course of the contract will be the property of the City of Edinburgh Council and will transfer to the Council at no cost at the end of the Contract. These should adhere to recognised accessibility standards.
- 5.7. The Contractor shall be obliged to provide audience feedback and profiling to the Council within two months of the conclusion of the event.
- 5.8. 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 9 – Advertising and Sponsorship Policy (separate attachment).
- 5.9. 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 (Essential Edinburgh, ETAG, etc) to enable development and growth of the Contract. The outcome of all lessons learned will be reported to the appropriate Council Committee(s) by the summer of each year.

- 5.10. 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.
- 5.11. 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 Hogmanay and Edinburgh's Christmas.
- 5.12. If any of the events are to be ticketed, the Contractor shall be responsible for appointing and managing a box office agent. The Contractor shall introduce a digital ticket option to avoid the need to print tickets.

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 stakeholder 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 Hogmanay and 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 Project Manager(s) shall be required to meet with the Operational Oversight Group, chaired by the Service Director for Culture and Wellbeing on a monthly basis to report on budget, KPIs, management information and risk. At the Council's request, the Project Manager(s) must make themselves available to meet with the Council's Project Manager within 12 hours if urgent matters arise.

- 7.3. The Contractor shall ensure that the Project Manager(s) 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. 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 Project Manager(s) must be communicated to the Council immediately.
- 7.4. The Project Manager(s) shall be responsible for monitoring Contract performance and compliance with mandatory requirement on an ongoing basis.

8. PERFORMANCE MONITORING

- 8.1. Appendix 10 – Winter Festivals Core KPI's (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. Performance against the KPIs will be reported annually to the relevant Council committee(s) by summer each year.
- 8.3. Agreed performance measures for the Contract for Edinburgh's Winter Festivals will be reviewed on an annual basis.. 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 10 – Winter Festivals Core KPI's (separate attachment).
- 8.4. The Council will consider extending the Contract for Edinburgh's Winter Festivals if the performance of the Contract is deemed satisfactory throughout the duration of the contract period. 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. Please note, however, that this will be subject to agreement of the appropriate Council committee(s).
- 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 and in a format acceptable to the Council.
- 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(s); 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. 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 and prices (which will be replicated from the Pricing Schedule).
- 11.2. The Council is not permitted to carry out any alterations to invoices.
- 11.3. Invoices will normally be settled within 30 days of receipt.
- 11.4. The Council will expect a Fixed Fee Rental offer to be paid to the Council each year which for the period of the build, the event and the strike. The payments will be required in two instalments: 50% on 31 October (pre event) and 50% on 31 January (post event) in each year.
- 11.5. 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	£35,000
Princes Street Gardens West	£20,000

These bond levels are indicative and may be increased depending on the level of activity proposed. If the reinstatement bonds are not received 4 weeks prior to the event then the Council reserves the right to refuse access to the sites and to terminate the contract. 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 prior to and post the event(s) and rectification required post event(s) 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. A schedule of payments for Edinburgh's Hogmanay and Edinburgh's Christmas will be agreed between the Contractor and the Council. The release of payment will be contingent upon the conditions contained within section 13 (Open Book) having been met in the preceding period to the Council's full satisfaction.
- 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) within two months of the conclusion of the event.

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. Other revenues arising from the operation of assets deployed in excess of these; 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 Hogmanay and Edinburgh's Christmas budgets 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 sub-contractors 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. 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.
- 15.2. 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.
- 15.3. 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.
- 15.4. 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.
- 15.5. 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 to 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 11 – 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 emissions by 2030. More information on how we're meeting our target can be found at: <https://www.edinburgh.gov.uk/climate-2/2030-climate-strategy>
- 21.2. 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.
- 21.3. 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.
- 21.4. 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.
- 21.5. 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](#).

- 21.6. In relation to transport, the Contractor shall ensure that:
- 21.6.1. 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;
 - 21.6.2. The use of other low-carbon vehicles, such as electric cargo bikes are considered where relevant to minimise the environmental impact of the festival;
 - 21.6.3. Public transport access to the events is encouraged and clearly indicated, to discourage festivalgoers from coming by car or taxi;
 - 21.6.4. Public transport or other special arrangements are in place to ensure festivalgoers can return home after the events, even if they last until late at night; and
 - 21.6.5. Safe bike parking facilities are available near the venues.
- 21.7. In relation to waste, the Contractor shall minimise waste generation and maximise waste recycling, including food waste, as outlined from paragraph 3.1.25.
- 21.8. 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.
- 21.9. In relation to food, the Contractor shall ensure that:
- 21.9.1. Food served during the festival 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 festival;
 - 21.9.2. Caterers pay the Real Living Wage;
 - 21.9.3. Fresh, sustainable, organic, fair trade and local ingredients are sourced where possible; and
 - 21.9.4. Carbon labelling is implemented across all menus during the festival.

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

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; and
- Pricing incentives for Edinburgh residents which make events and attractions more accessible.

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.

24. FAIR WORK PRACTICES

24.1. 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 Service Providers 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 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 - Fair Work First (separate document) along with links to further information.

- 24.2. 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 Service Providers who adopt the same approach.

End of Specification