

# Culture and Communities Committee

10.00am, Tuesday, 28 January 2020

## Site Proposals and Options for Edinburgh's Christmas 2020

Executive/routine	Executive
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### 1. Recommendations

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- 1.1 It is recommended that Committee:
- 1.1.1 note the site options explored and conclusions reached for Edinburgh's Christmas 2020; and
  - 1.1.2 notes that, as previously agreed, public consultation on the future delivery of Winter Festivals and associated events will be undertaken during 2020, and a reviewed events model for winter will be implemented in late 2022.

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## Site Proposals and Options for Edinburgh's Christmas 2020

### 2. Executive Summary

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- 2.1 This report provides an update on the amended motion by Councillor Staniforth to the [12 November 2019](#) meeting of the Culture and Communities Committee to provide a report within one Committee cycle on proposals and options for Christmas 2020.

### 3. Background

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- 3.1 The Finance and Resources Committee agreed on [23 March 2017](#) to award the two contracts for the delivery of Edinburgh's Christmas (Lot 1) and Edinburgh's Hogmanay (Lot 2).
- 3.2 The term of the contract is three years in the first instance, with extensions permitted for each of the following three years until 2022/23.
- 3.3 Underbelly is contracted from April 2017 to March 2023 to deliver up to six editions of Edinburgh's Hogmanay and Edinburgh's Christmas. Through the delivery of this Festival and event programme, the Council aims to ensure that Edinburgh maintains its position as a world class destination city for residents and visitors throughout the winter season and to:
- 3.3.1 deliver an event of equivalent scale at lower budget;
  - 3.3.2 identify new creative activities and events to refresh the programme;
  - 3.3.3 offer different customer experiences to what is being provided in other cities;
  - 3.3.4 create a dynamic, contemporary feel whilst retaining a sense of tradition, resulting in a 'unique to Edinburgh' product;
  - 3.3.5 ensure a broader reach from the events by spreading activities throughout the city centre; and
  - 3.3.6 provide a high-quality offering for both events and maintain Hogmanay's status as a world class event that promotes the city internationally.

- 3.4 The redevelopment of the Scottish National Gallery and the landscaping changes to East Princes Street Gardens meant that available space for delivering Edinburgh's Christmas has reduced from previous years. To mitigate these changes while still meeting the terms of the contract, Underbelly has been required to make significant capital investment to ensure the contract can be delivered while accommodating the changes in the landscape and ensuring adequate protection for the work undertaken by the National Galleries of Scotland (NGS).
- 3.5 The Executive Director of Place made a delegated decision to extend the current contracts with Underbelly Ltd for a period of two years. This is permitted under the terms of the procurement exercise agreed by Finance and Resources Committee on 23 March 2017. This was required due to on site changes from the impact of the redevelopment of the Scottish National Gallery and East Princes Street Gardens; and, as a condition of this agreement, a full review of the events and a new procurement or commissioning process to be delivered was agreed. No further extension will take place meaning the current arrangements will terminate in 2021/22. This was agreed through an emergency motion by the Coalition at this Committee on [18 June 2019](#).
- 3.6 Underbelly Ltd is required to report regularly against contractual terms throughout the year. This report provides an update on the performance monitoring framework which allows the Council and the contractor to evaluate the programmes each year.
- 3.7 As part of the tender process, a set of Key Performance Indicators were identified and agreed in order to reflect the new contract and refreshed events programme for both festivals.
- 3.8 It should be noted that an updated Public Spaces Protocol and the Parks Events Manifesto is currently under preparation. Beyond the life of the current contract, any future editions of Edinburgh's Christmas will need to observe the outcomes of any policy changes.

## **4. Main report**

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- 4.1 Councillor Staniforth's amended motion called for proposals and options in relation to alternative site options for Edinburgh's Christmas 2020. This was in light of concerns raised during the build period for Edinburgh's Christmas, which saw a large scaffolding structure being built in East Princes Street Gardens.
- 4.2 In assessing the proposals and options for Christmas 2020 it should be noted that the Council is in a contractual relationship with Underbelly to deliver Edinburgh's Christmas until 2022. A consultation exercise will take place in 2020 on the future of winter events in Edinburgh. At that time, and as part of that process, wider changes to the format of the events and their locations will be considered with changes implemented from 2022 onwards.
- 4.3 To provide background on the current contractual model, Edinburgh's Christmas and Edinburgh's Hogmanay were put out to tender in late 2016 as two separate

lots. They had previously been delivered as a service contract under one lot by a consortium. The Council found itself liable for unexpected costs that arose during the life of the contract, mainly from the introduction of Police Scotland's policy of full cost recovery for events.

- 4.4 As part of the 2016/20 Revenue and Capital Budget Framework approved by Council on [22 October 2015](#), £500,000 of core funding was removed from the two events, resulting in a different contractual approach being required from 2017 onwards. Previous funding levels were £1.312m in 2015/16, £1.256m in 2016/17 and up to £813,000 from 2017 for delivering both events. The Council wished to reduce the amount of funding available and transfer other costs (e.g. police charging and licensing) to the contractor while still maintaining the level and scale of the two events.
- 4.5 The two events were separated from one contract into a concession contract for Edinburgh's Christmas and a service contract for Edinburgh's Hogmanay. The available funding of £813,000 was allocated to Hogmanay as it was a core festival and required subsidy to deliver. Christmas received no funding but tenderers were asked to propose a level of annual income to the Council for the rental of key city centre sites.
- 4.6 Key city centre sites were proposed within the specification for both events. A copy of the specification is attached at Appendix 1.
- 4.7 The responses received to the tender stated that it was not possible to split the two events. All tenderers stated that in order to deliver a Hogmanay of similar scale to previous years, as specified in the tender, it would require cross-subsidy from the profits generated by Christmas. In effect, the £500,000 reduction was having to be borne by any profit generated from Christmas. Thus, Hogmanay is dependent on the financial success of Christmas and the two are financially linked, albeit it at reduced cost and risk to the Council from 2017.

#### **Contract Model**

- 4.8 The Council receives a new income stream from Edinburgh's Christmas each year, which Finance and Resources Committee agreed on [23 March 2017](#) to allocate to the Culture Service to be utilised in the delivery and enhancement of cultural service provision to the City of Edinburgh.
- 4.9 The contract itself is comprised of three elements: the released tender documents including specification and terms and conditions; the tenderer's response documents; an acceptance letter between the Council and Contractor with a covering letter stating that all these documents form the contract.
- 4.10 As stated earlier, Hogmanay and Christmas are financially linked. While Edinburgh's Christmas generates income for the Council, Hogmanay is supported by the Culture Service to a maximum available budget of £813,000 per year. The commercial success of Edinburgh's Christmas allows the event producer to cover the costs of overheads and administration required to deliver Edinburgh's

Hogmanay at a cost of approximately £4m. Any changes to the financial model of Edinburgh's Christmas are likely to impact on Edinburgh's Hogmanay.

- 4.11 In providing options for alternative sites for Edinburgh's Christmas, each site has been assessed in terms of its impact on the day to day running of the city (transport, restriction of access, etc), commercial feasibility, use of green spaces and attractiveness to audiences and traders, and capability to achieve critical mass of audiences as explained below.
- 4.12 The main focus of Edinburgh's Christmas celebrations has traditionally been within the city centre due to the transport links, economic benefits to city centre retailers and critical audience mass from those who work in and visit the city centre. Smaller scale community events have been supported in local communities.
- 4.13 There has been a free of charge community programme developed over the recent years with Christmas activities extending into areas outwith the city centre. The 'Winter Windows' stained-glass design winners from Edinburgh schools are displayed in their local communities across the city, Community Christmas is a festive celebration in 12 communities across the city with local choirs and winter projections, and 24 Days of Advent opens a door to a unique Edinburgh location across the city each day. Additionally, Light Night brings together local community choirs and dance groups to perform at the start of the Christmas celebrations.
- 4.14 Set out below is a list of sites that could be used for public events. In the preparation of the current contract, the Council provided tenderers with a list of prospective sites that could be used for delivering Edinburgh's Christmas. Tenderers submitted their responses on the basis of both commercial and operational feasibility of the sites, effectively demonstrating which sites could be used within the framework of the contract and which were not viable. The results of this are the current sites used for Edinburgh's Christmas.
- 4.15 While a spread of activity is encouraged, the Christmas events must also achieve a critical audience mass. The congregation of people is part of a Christmas market's attraction and the splintering of that effect risks diluting its attractiveness. Smaller events spread throughout the city would attract smaller audiences and would be less attractive to traders. This is evidenced by the removal of the Christmas attractions from George Street, which were separate to the main Christmas activities and generated a loss for traders in the current format due to lower footfall.

#### **East Princes Street Gardens**

- 4.16 This area of the Gardens has been used since the late 1990s as the main site for Edinburgh's Christmas. It is attractive to both audiences and event organisers as it is a large open site that is easily accessed with high footfall.
- 4.17 Large events in Princes Street Gardens can have a significant detrimental impact on the gardens and their infrastructure including paths, bankings and beds. Contractors are encouraged to minimise disruption and impact on the gardens and devise solutions to ensure minimal reinstatement is required and that the gardens are not adversely impacted.

- 4.18 Since the redevelopment of the East Gardens by National Galleries of Scotland, the available flat event space has decreased making it more difficult to use in its natural format. It now requires significant infrastructure to create level space and at high cost.
- 4.19 The Gardens also require a reinstatement programme after occupation, which normally requires seeding or new grass turf, which is done at the event organisers' expense.
- 4.20 It is acknowledged that the issue of Planning consent for such structures in the Gardens is yet to be determined.

#### **West Princes Street Gardens**

- 4.21 West Princes Street Gardens is currently used for Edinburgh's Hogmanay at the Ross Bandstand. This requires a 20 day build and would not be able to co-habit with Christmas activities. Some smaller activities could be contained within the east-most section but these would very much be satellite sites that would not attract passing audiences. As such, they are not commercially viable. The red blaes area in the West Gardens is currently occupied by the Ceilidh for Hogmanay but as an area of hard standing within the Gardens, it should be considered for future use beyond 2022 as an events space with little to no greenspace impact although previous attempts to run Christmas events in this area have not been commercially successful and the area may also be reduced in size by the Quaich Project's forthcoming plans.

#### **St Andrew Square**

- 4.22 St Andrew Square permits some events, but they have a detrimental impact on the infrastructure in the square which requires investment and can cause disruption to the landlords in adjoining premises. Ultimately, the decision to grant event activities in the Square is that of the landlords, as evidenced by the decision not to permit a Christmas ice rink this year. However, smaller, low impact events could possibly be accommodated in consultation with the landlords, with minimal impact on the site and a higher financial investment from the event organisers, which might reduce their commercial viability. It should be noted that St Andrew Square is a privately owned area, leased under specific conditions to the Council and sub-let by the Council under the same conditions to Essential Edinburgh.

### **Princes Street**

- 4.23 Princes Street is not possible to use as it is the main public transport corridor within the city. The Tram Act only allows the trams to be removed for three distinct activities (Festival Cavalcade, Festival fireworks and Hogmanay) and a closure of several weeks would not be possible.

### **George Street**

- 4.24 George Street has been used on previous occasions with limited commercial success. There is a diverse range of stakeholders on the street from both the hospitality and retail sectors and providing content that does not compete with the existing offer can be challenging. While only two streets removed from Princes Street, its footfall is lower and attracts lower audience numbers, effectively becoming a specific destination. Additionally, the main NC1 cycle route goes through George Street and accommodating this is an ongoing challenge, which event organisers have met but the resulting loss of width is a major factor in reducing the street's viability as an event space. A full closure of the street would not be possible as it would remove any north-south traffic, especially important in the case of Hanover Street (buses and general traffic) and South St Andrew Street (tram). The City Centre Transformation programme may offer some scope to site Christmas events here in the future but not in its current format. There are also residents on George Street who may be disturbed by several weeks of activities, along with businesses and offices. The use of George Street would also result in a large loss of parking revenue to the Council that would need to be met by the event organiser.

### **Castle, Frederick, Hanover, South St David and South St Andrew Streets**

- 4.25 Castle Street provides some hard standing and is currently used by Edinburgh's Christmas and other event organisers. Frederick Street could be used but there is limited event space available. Hanover Street, South St David Street and South St Andrew Street are main public transport routes and could not be occupied without a detrimental impact on the city's transport network.

### **Waterloo Place**

- 4.26 Waterloo Place has previously been used for both Christmas and Hogmanay but became unsuitable after disruption to local residents and businesses. The Council agreed in 2002 that Waterloo Place would not be a suitable location for future events and none have been sited there since. Residents and businesses in the street were disturbed by the noise and access restrictions from the Christmas funfair that was held in the street. It was agreed that these elements would move to East Princes Street Gardens and Market Street for future years and the Council committed that they would not return to Waterloo Place.

### **Festival Square, Lothian Road**

- 4.27 Festival Square provides challenges to event organisers both in its location (limited footfall) and its infrastructure (power and water supplies). As it adjoins a major hotel and office complex, sound intrusion, access and muster points in the event of an emergency make the site difficult to accommodate anything other than small events. The square has limited point loading meaning that only lightweight installations can be accommodated. The site is unattractive to market operators due to its high costs and low footfall.

### **Waverley Mall**

- 4.28 Waverley Mall is privately owned and already provides its own Christmas attractions. While it could be included as part of the overall Christmas programme it would need to match or exceed the commercial income provided to the centre's owners by the current occupant. The available space is relatively small but it could be used as part of an overall Christmas offering subject to the landlord's discretion and cost.

### **Mound Precinct**

- 4.29 Mound Precinct provides excellent event space in the heart of the city centre. As it is hardstanding, there is no impact on the city's green space and events can be accommodated with relative ease. However, it requires support from the National Galleries complex so as not to adversely impact on their operations and there is a restriction on the types of activities that can be accommodated. This is because of the gallery space beneath the precinct. It remains a popular choice with event organisers as it can be used with relative ease and attracts a high footfall. It should be noted that this space alone does not provide the critical mass that has contributed to the popular success of the East Gardens.

### **High Street/Royal Mile**

- 4.30 The High Street is both an attractive and challenging prospect for event organisers. While it undoubtedly attracts high footfall, the street has a large number of commercial and residential properties as well as St Giles, the Signet Library, the Courts and City Chambers that require access and deliveries. The number of closes coming off the High Street makes it difficult to secure and the gradient of some sections are prohibitive. There are also a large number of voids and cellars under the High Street which could not support the weight of some activities. While Christmas activities would be welcomed by some businesses in the area, it would directly compete with others and it would be difficult to manage operationally if a large market was to be accommodated there.

### **Castle Esplanade**

- 4.31 The esplanade is managed by Historic Environment Scotland but they have previously indicated that they would be supportive of certain events on the esplanade. It remains a very busy tourist attraction in winter and is a live army base, factors which restrict the level of activity that can take place. On its own, it is unlikely to be commercially viable or attractive to traders as it is slightly removed from the main city centre and a destination. It is also subject to a higher altitude and more exposed location than any other location in Edinburgh. In the East Gardens, the event organiser already loses an amalgamated 2 or 3 days a year to bad weather and it is expected that significantly more days would be lost on the Esplanade. Although there may be opportunities for it to be incorporated as part of a wider, reimagined Christmas offering in future, the weather and the costs of using the Esplanade alone may make it financially unviable.

### **Grassmarket**

- 4.32 There is existing event space within the Grassmarket but not enough to site more than a small part of the existing Christmas offering. While it could contain satellite elements of the market, the level of passing visitors is much lower than the current sites. There are also a number of existing community events managed by the Grassmarket BID that would need to be displaced. Work has previously been undertaken to include the Grassmarket as part of Edinburgh's Christmas but it was not financially viable and met with some local stakeholder and resident objection. Additionally, there is a large resident population in the Grassmarket and any long term Christmas activities are likely to cause noise disruption.

### **East/Market Street and Waverley Bridge**

- 4.33 These streets immediately adjoin the current activities in East Princes Street Gardens and, in theory, would be obvious enhancements to the current offer. However, they are main transport routes and cannot be easily closed for long periods without impacting on the roads and public transport network. Emergency and vehicle access to Waverley Station would need to be maintained; the gradient of Market Street is not suitable for installing markets or other attractions; East Market Street is too narrow and removed from the main city centre to attract audiences or traders willing to take that risk.

### **Meadows**

- 4.34 The Meadows as a contained focus of Edinburgh's Christmas could be viable and attractive on the face of it to potential operators. It provides a large amount of space to create a critical mass of attractions and would have limited impact on the daily operation of the city. It has also been successfully used in August. However, it is green space being used in winter and the risk of poor site conditions is high without significant further infrastructure spend, most especially on land drainage. There is a large residential population nearby who would be sensitive to noise or any visual disruption and impact of incoming cars on local parking. It is also outwith the city centre and attracting visitors would be more challenging and the positive economic

impact on city centre businesses would be reduced due to the decrease in proximity.

### **Castle Terrace**

- 4.35 Castle Terrace and the Car Park located there provide open event space on hard standing. As the owner of the car park, the Council would be able to make use of this space, albeit with an associated loss of income from parking revenue. The street suffers from very low footfall and is not a busy pedestrian thoroughfare. The loss of parking would also add pressure to other parking areas in the city at a very busy time of year. While Castle Terrace has successfully hosted a weekly Farmers' Market, a market or attractions with a longer duration would be unsustainable and would not attract sufficient audience numbers for stall holders to be commercially viable and a Christmas event is also likely to compete with the Farmers Market. Finally, the weight loadings of the Car Park would possibly need to be strengthened to accommodate aspects of the Christmas event such as rides and attractions.

### **Wider greenspaces and hardstanding**

- 4.36 There are a wide range of greenspaces throughout the city that could also host the Christmas market or Christmas activities. Inverleith Park, Leith Links and Saughton Park would all be suitable sites. However, they have similar issues to those of the Meadows while being further out of the city centre and the positive economic impact on city centre businesses would decrease further. Overall attendances would decrease and attracting an operator and traders willing to take the commercial risk on such sites would be very difficult and would probably require some financial underwriting in the first years until the viability is proved. Again, this is viewed within the framework of the current contract but will be included as part of the consultation in 2020.
- 4.37 Based on the assessments above and the current contractual arrangement, there is no immediately suitable alternative for Edinburgh's Christmas in its current format. As part of the previously agreed consultation on the future of these events, the contractual model will be reviewed allowing all options to be further explored.
- 4.38 The Christmas events remain extremely popular. While more infrastructure has been deployed within East Princes Street Gardens, the overall customer experience has been enhanced with the markets more accessible than in previous years and more circulation space available. Underbelly continue to exceed their Key Performance Indicators and meet their contractual obligations delivering a popular and high-quality event for the city.
- 4.39 However, there is no single large site in the city centre better located for events than East Princes Street Gardens. Events within the Gardens have little to no impact on the roads network and allow events to be contained within a centrally located, closed arena with minimal impact on the operation of the city. Underbelly's design for the East Gardens has been designed to protect the new NGS built banks.

## **5. Next Steps**

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- 5.1 In recognition of concerns around use and impact on public spaces in the city, Committee has already agreed to review both events and to establish a future direction for Edinburgh's Christmas and Hogmanay.
- 5.2 This extension agreed at Committee on 18 June 2019 will allow a full review of the current approach to be undertaken, alternative models to be fully scoped, and a new procurement/commissioning exercise to be completed. This review would start with a public consultation process, seeking the views of the public and wider stakeholders on the current approach, and setting out potential alternatives.
- 5.3 The exercise required to deliver these events is lengthy and requires significant engagement across a wide number of internal and external stakeholders to ensure that the events proposed are feasible, fit for purpose and deliver the benefits required.
- 5.4 A period of 18 months at the absolute minimum is required to scope a new approach, allow potential delivery partners to respond satisfactorily, and to ensure that the Council receives a number of suitable bids. A shorter time period risks the Council receiving either a small number of bids or producing a specification that does not fully reflect the desires of the Council and wider partners in the city.
- 5.5 During this period between now and the end of 2021, a review and procurement exercise will be undertaken, with a producer appointed to deliver a reviewed Edinburgh's Christmas and Edinburgh's Hogmanay or winter events from 2022/23 onwards. Further details of the scope and terms of the review will be reported to this Committee in due course.

## **6. Financial impact**

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- 6.1 There is no additional financial impact from continuing with the existing terms of the contract.
- 6.2 Under the terms of Lot 1 (Edinburgh's Christmas), Underbelly must pay the Council a set fee.
- 6.3 The value of both Lot 1 is commercially sensitive and was reported to Finance and Resources Committee on 23 March 2017 as part of the B agenda.

## **7. Stakeholder/Community Impact**

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- 7.1 The contractor is expected to ensure that the two programmes remain attractive to Edinburgh residents, and Edinburgh's Christmas in particular included indicators to ensure that it remained attractive and accessible to families, and accessible to community groups.

- 7.2 The contractor engaged with local businesses; stakeholder agencies and organisations as well as community groups, schools, other groups and individuals in the planning, delivery and assessment of events and attractions (KPI 15).
- 7.3 The review of Edinburgh's Hogmanay and Christmas will require input from a large number of stakeholders. The remit and terms of the review will be reported in due course.

## **8. Background reading/external references**

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- 8.1 Reports to Culture and Communities Committee on [12 September 2017](#)
- 8.2 Report to Culture and Communities Committee on [19 June 2018](#)
- 8.3 Emergency Motion by the Coalition to Culture and Communities Committee on [18 June 2019](#)
- 8.4 Report to Culture and Communities Committee on [10 September 2019](#)

## **9. Appendices**

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- 9.1 Appendix 1 – Christmas and Hogmanay tender specification (CT0211 Specification)



## **The City of Edinburgh Council**

### **Specification**

### **Delivery of Edinburgh's Christmas and Edinburgh's Hogmanay**

- Lot 1 Edinburgh's Christmas**
- Lot 2 Edinburgh's Hogmanay**

**REF: CT0211**

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## 1. BACKGROUND

1.1. This tender is divided into the following Lots. Tenderers are invited to bid for one or both Lots.

1.1.1. **Lot 1:** Edinburgh's Christmas

1.1.2. **Lot 2:** Edinburgh's Hogmanay

1.2. Edinburgh's Christmas and Edinburgh's Hogmanay offer a rich and varied programme of activities, events, attractions and celebrations designed to attract visitors to the city, and provide magical experiences for visitors and residents alike.

1.3. 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 of Edinburgh. Previous activities have included a market offer, fairground, family attractions and an ice rink.

1.4. Edinburgh's Hogmanay is an internationally renowned New Year festival. Historically, Edinburgh's Hogmanay has been a 3 day festival centred around celebrations on the 31<sup>st</sup> December. The festival provides unrivalled promotion for the city and images of the midnight fireworks display are broadcast around the world, attracting significant international audiences. Previous activities have included a street party, concerts in Princes Street Gardens, a torchlight procession and an open air ceilidh. The most recent data about the economic impact of Edinburgh's Hogmanay and Edinburgh's Christmas can be found at [http://www.edinburgh.gov.uk/download/meetings/id/47281/item\\_78a - \\_edinburghs christmas and hogmanay extension to consortiums contract](http://www.edinburgh.gov.uk/download/meetings/id/47281/item_78a_-_edinburghs_christmas_and_hogmanay_extension_to_consortiums_contract)

1.5. The profile and audience of Edinburgh's Christmas and Edinburgh's Hogmanay are quite different: Christmas attracts a larger local audience, families, day visitors to the city from across the UK; Hogmanay attracts a significant international and 'rest-of-UK' audience.

1.6. It is the intention that any Contract resulting from this ITT will commence in April 2017 to service the 2017/18 requirement. The Contract term will be for a period of three years (to early 2020) with three optional 12 month extensions undertaken at the sole discretion of the Council.

## 2. SCOPE OF SERVICES

- 2.1. The Council requires a Contractor(s) to produce, deliver and manage a range of services connected to the design, co-ordination, management and delivery of Edinburgh's Christmas and/or Hogmanay festival. The key driving principles which must be applied to each event for the contract are:
- Maintain Edinburgh's position as an attraction destination city for residents and visitors throughout the winter season;
  - Deliver an event of equivalent scale at lower budget;
  - Create a dynamic contemporary feel whilst retaining a sense of tradition, resulting in an 'unique to Edinburgh' product;
  - Identify new creative activities and events to refresh the programme; and
  - Retain and enhance world class status for these programmes.
- 2.2. The Contractor(s) shall act as the central point to drive all activities associated with the design and delivery of Edinburgh's Christmas and/or Hogmanay festival and have overall responsibility to develop and deliver the events programme, sponsorship and marketing to ensure the best possible visitor experience is created and delivered to the highest possible standard.
- 2.3. Although the Council wish to maintain a programme of core events for both Christmas and Hogmanay (as detailed below at paragraphs 2.11 and 2.15 respectively) the Contractor(s) is/are not required to follow any precedents set by previous event programmes.
- 2.4. Accordingly the Council is willing to consider variations to the historic events in terms of programme content, city centre locations used and duration of events (although it is expected that Edinburgh's Christmas will run for a period of at least six weeks and that Edinburgh's Hogmanay must take place for a minimum of three days.
- 2.5. Throughout the term of the contract the Contractor(s) will be required to review and develop Edinburgh's Christmas and Edinburgh's Hogmanay festival programme and:
- 2.5.1. identify new creative activities and events to refresh the programme;
  - 2.5.2. offer different customer experiences to what is being provided in other cities;
  - 2.5.3. create a dynamic, contemporary feel whilst retaining a sense of tradition, resulting in a 'unique to Edinburgh' product;
  - 2.5.4. ensure the entire city benefits from the events by spreading activities throughout the city centre; and
  - 2.5.5. above all, provide a high-quality offering for both events and maintain Hogmanay's status as a world class event that promotes the city internationally.
- 2.6. The Contractor(s) will be required to work with external agencies (such as EventScotland and the Scottish Government) to ensure that Edinburgh's Christmas and Edinburgh's Hogmanay retain their place as the centre-piece of Scotland's winter celebrations.
- 2.7. Funding streams (e.g. Scotland's Winter Festivals, Expo Fund) 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(s) engage with them as early and as fully as possible.
- 2.8. The event(s) will be produced, managed and delivered by the Contractor(s) on behalf of the Council. The Contractor(s) will report directly to the nominated Council contract manager in the Events Team.

- 2.9. The Contractor(s) shall be required to appoint a Silver 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(s) shall be responsible for the supply of all facilities, equipment and personnel related to the delivery of the festivals programme.

## **LOT 1 – EDINBURGH'S CHRISTMAS**

- 2.11. **Lot 1** shall comprise of the following core events, which must be delivered:
- 2.11.1. Christmas Lights switch-on, including the Mound tree gifted from Hordaland County Council, Norway; and
  - 2.11.2. A nativity carol concert.
- 2.12. The Contractor(s) shall also provide various activities, attractions and celebrations to coincide with the above core events. These events shall enhance the core events, increasing the offering for the audiences and maintain brand leadership, quality of product, and the profile and reputation of the city. These events are to be innovative and creative whilst providing a family-based programme that will attract visitors to the city and encourage residents into the city centre. They shall also positively impact the entire city centre, ensuring a spread of activity across city centre venues/sites and not focus solely on the New Town or concentrated areas within the city centre.
- 2.13. The following sites shall be made available for **Lot 1**.
- 2.13.1. **Festival Square** (power, water and waste connections available)  
<https://www.google.co.uk/maps/@55.9471746,-3.2069229,150m/data=!3m1!1e3>
  - 2.13.2. **Castle Street** (power and water connections available)  
<https://www.google.co.uk/maps/@55.9513525,-3.2030124,151m/data=!3m1!1e3>
  - 2.13.3. **Princes Street Gardens East**  
<https://www.google.co.uk/maps/@55.9499893,-3.1984069,608m/data=!3m1!1e3>
  - 2.13.4. Please note that due to the redevelopment of the National Galleries complex on the Mound that use of the lower level of the East Gardens will be restricted for 2017/18. It is likely that the area available for events will be reduced by approximately 30% once the works are completed. This lower area should not be included in your initial response. (Please see Appendix D Mound Precinct Restrictions).
  - 2.13.5. Large events in Princes Street Gardens can have a significant detrimental impact on the botanical gardens and their infrastructure including paths, bankings and beds. Contractor(s) 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 gardens will be viewed more favourably.
  - 2.13.6. All events within Parks and Greenspaces in Edinburgh must fulfil the conditions and recommendations contained within the Parks Events Manifesto (Appendix C – separate attachment).
  - 2.13.7. The hire of any Parks or Greenspaces will be a direct hire relationship between the Contractor(s) and the Parks, Greenspaces and Cemeteries Service of the Council. The current minimum hire charge for Princes Street Gardens East

is currently £710 per day. Please note that hire charges for Parks will be subject to an annual increase in the region of 5%; as detailed in the Pricing Schedule.

2.13.8. **Mound Precinct**

2.13.9. <https://www.google.co.uk/maps/@55.9515543,-3.1959061,134m/data=!3m1!1e3>

2.13.10. Please note that due to the redevelopment of the National Galleries complex on the Mound that use of the Mound precinct will be restricted for 2017/18. It is likely that the section north of the ziggurat and bordered by Princes Street will be available but this is dependent on scheduling of works by the Galleries.

2.13.11. Please note that there is a restriction on funfair activities on the Mound Precinct and any activity that rotates or causes vibration. There is also a strict weight limit and a guide of 8kN/m<sup>2</sup> 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 event proposals.

2.13.12. **High Street (including West Parliament Square)**

<https://www.google.co.uk/maps/@55.9497589,-3.1903789,294m/data=!3m1!1e3>

2.13.13. 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 Midlothian Chambers. All stakeholders should be consulted and satisfied prior to any programme of activity being granted permission.

2.13.14. **Princes Street, Rose Street and associated side streets**

<https://www.google.co.uk/maps/@55.9521282,-3.1992231,955m/data=!3m1!1e3>

2.13.15. Please see note on Tram suspension at paragraph 3.1.34.

2.13.16. Access for residents and businesses must be maintained throughout.

2.13.17. **George Street**

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

2.13.18. 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 a cycle lane must be maintained throughout.

2.13.19. **St Andrew Square**

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

2.13.20. 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(s) and Essential Edinburgh. Please note that there are restrictions on the type of activities permitted within the Gardens and must be assessed individually to ensure approval from the landlords.

2.13.21. **Grassmarket**

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

2.13.22. In conjunction with the Grassmarket Business Improvement Development (BID), Contractor(s) 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 sympathetic to residents in the area.

2.13.23. **East Market Street**

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

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

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

2.13.26. The list of sites is indicative of the geographic spread that would be desirable for both events but is not an exhaustive or complete list of sites that could be considered for activities. The Contractor(s) are welcome to consider and propose alternative sites. The Contractor(s) should not infer that permission for proposed activity will automatically be granted; the Contractor(s) will have to undertake consultation prior to any approval for occupation of city centre spaces (please refer to points 3.1.32 and 6.1 of this specification).

2.14. All sites for **Lot 1** shall be vacated by 28 December to allow for Lot 2 (Edinburgh's Hogmanay) to occur. In the event that Lot 1 sites are not required for Lot 2 then the Contractor(s) may request occupation of the sites beyond 28 December, subject to approval by the Council. This will be discussed at the contract inception meeting and then on an annual basis at the project initiation meeting for the forthcoming year. Should additional site occupation be granted by the Council, the Council will divide the total fixed fee rental for that site (pricing schedule) by days occupied for that site (sheet B) to give a day rate for that site, the contractor(s) must pay that day rate for each day the site is occupied.

## **LOT 2 – EDINBURGH'S HOGMANAY**

2.15. **Lot 2** shall comprise of the following core events, which must be delivered:

2.15.1. Torchlight Procession (subject to funding being made available through Event Scotland); and

2.15.2. Hogmanay Celebration on 31<sup>st</sup> December, including firework display.

2.16. The Contractor(s) shall also provide various activities, attractions and celebrations to coincide with the above core events. These events shall enhance the core events, increasing the offering for the audiences and maintain brand leadership, quality of product, and the profile and reputation of the city. These events are to be innovative and creative whilst providing a programme that will attract visitors and residents to the events and provide a vehicle to internationally promote the City of Edinburgh. While previous events have incorporated live music and a large street party, the

Contractor(s) is/are not obliged to repeat this format but must propose alternative entertainment that maintains or increases the media and audience impact of the current events.

2.17. The following sites shall be made available for **Lot 2**:

2.17.1. **Festival Square** (power, water and waste connections available)

<https://www.google.co.uk/maps/@55.9471746,-3.2069229,150m/data=!3m1!1e3>

2.17.2. **Princes Street Gardens West**

<https://www.google.co.uk/maps/@55.9499893,-3.1984069,608m/data=!3m1!1e3>

2.17.3. Large events in Princes Street Gardens can have a significant detrimental impact on the botanical gardens and their infrastructure including paths, bankings and beds. Contractor(s) 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 gardens will be viewed more favourably.

2.17.4. All events within Parks and Greenspaces in Edinburgh must fulfil the conditions and recommendations contained within the Parks Events Manifesto (Appendix C – separate attachment).

2.17.5. The hire of any Parks or Greenspaces will be a direct hire relationship between the Contractor(s) and the Parks, Greenspaces and Cemeteries Service of the Council. The current minimum hire charge for Princes Street Gardens West is currently £710 per day. Please note that hire charges for Parks will be subject to an annual increase in the region of 5%; as detailed in the Pricing Schedule.

2.17.6. **Ross Bandstand, Princes Street Gardens**

<https://www.google.co.uk/maps/@55.9506281,-3.2002402,152m/data=!3m1!1e3>

2.17.7. Please note that the Ross Bandstand is due to undergo a major capital refurbishment project within the next few years. While this will not immediately impact on the availability of the facility Contractor(s) should bear this in mind.

2.17.8. The hire of the Ross Bandstand is managed through the Usher Hall and will be a direct hire relationship between the Contractor(s) and the Usher Hall officers. The current hire rate for the Ross Bandstand is £470 per technical day and £3,640 per show day; as detailed in the Pricing Schedule.

2.17.9. **Mound Precinct**

2.17.10. <https://www.google.co.uk/maps/@55.9515543,-3.1959061,134m/data=!3m1!1e3>

2.17.11. Please note that due to the redevelopment of the National Galleries complex on the Mound that use of the Mound precinct will be restricted for 2017/18. It is likely that the section north of the ziggurat and bordered by Princes Street will be available but this is dependent on scheduling of works by the Galleries.

2.17.12. Please note that there is a restriction on funfair activities on the Mound Precinct and any activity that rotates or causes vibration. There is also a strict weight limit and a guide of 8kN/m<sup>2</sup> 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 event proposals.

**2.17.13. High Street (including West Parliament Square)**

<https://www.google.co.uk/maps/@55.9497589,-3.1903789,294m/data=!3m1!1e3>

2.17.14. A 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 Midlothian Chambers. All stakeholders should be consulted and satisfied prior to any programme of activity being granted permission.

**2.17.15. Princes Street, Rose Street and associated side streets**

<https://www.google.co.uk/maps/@55.9521282,-3.1992231,955m/data=!3m1!1e3>

2.17.16. Please see note on Tram suspension at paragraph 3.1.34.

2.17.17. Access for residents and businesses must be maintained throughout.

**2.17.18. George Street**

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

2.17.19. Any activity in George Street must have a strong cultural element and be sympathetic to the existing retail and business offer in the immediate vicinity. Access for deliveries and a cycle lane must be maintained throughout.

**2.17.20. St Andrew Square**

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

2.17.21. St Andrew Square is managed on behalf of the tenant landlords by [Essential Edinburgh](#). Negotiations and enquiries for the use of St Andrew Square should be conducted through Essential Edinburgh and managed as a direct hire between the Contractor(s) and Essential Edinburgh. Please note that there are restrictions on the type of activities permitted within the Gardens and must be assessed individually to ensure approval from the landlords.

**2.17.22. Calton Hill**

<https://www.google.co.uk/maps/@55.9548922,-3.1832017,599m/data=!3m1!1e3>

2.17.23. Calton Hill will be available for event activities should it be required. The hire of any Parks or Greenspaces will be a direct hire relationship between the Contractor(s) and the Parks, Greenspaces and Cemeteries Service of the Council. The current minimum hire charge for Calton Hill is currently £345 per day. Please note that hire charges for Parks will be subject to an annual increase in the region of 5%; as detailed in the Pricing Schedule.

**2.17.24. Market Street/East Market Street**

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

- 2.17.25. Activity to support the new businesses in the Arches development on East Market Street should be considered. This is a destination area comprising a mix of catering and retail outlets.
- 2.17.26. This list is not exhaustive and Contractor(s) should consider other areas within the city. Please note that Waterloo Place/Regent Road is not to be used for any funfair attractions.
- 2.17.27. 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(s) are welcome to consider and propose alternative sites. The Contractor(s) should not infer that permission for proposed activity will automatically be granted; the Contractor(s) will have to undertake consultation prior to any approval for occupation of city centre spaces (please refer to points 3.1.32 and 6.1 of this specification).
- 2.18. With the exception of West Princes Street Gardens and the Ross Theatre, which will be available from 15 December or a date to be negotiated with the Council, all sites for **Lot 2** shall be available from 28 December until 2 January. In the event that Lot 2 sites are not required for Lot 2 then the Contractor(s) for Lot 1 may request occupation of the sites beyond 28 December, subject to approval by the Council.

### **3. GENERAL TERMS**

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

#### **SITE SERVICES**

- 3.1.1. The Contractor(s) shall manage and co-ordinate a complex mix of sub-contractors and suppliers on multiple sites containing multiple entertainments.
- 3.1.2. The Contractor(s) shall manage the integration of activities and requirements of all individual contractors and suppliers in the build up, operation and dismantling and removal of sites.
- 3.1.3. The Contractor(s) 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(s) shall be responsible for contracting, arranging and managing all support services required for the activities including food, drink and any other merchandising concessions. This will include all common site services, such as the provision of water, power, security, site dressing, staging and day to day maintenance (and may include weather dependant contingencies e.g. gritting, wind management plans etc).
- 3.1.5. The Contractor(s) shall seek and gain the Council's approval of all concessionaires and sponsors prior to conclusion of licence/rental agreements. The Contractor(s) must provide full details of all income and revenue generating sub-contractors and must specifically highlight with a sub-contractor is a wholly or partially-owned subsidiary of the Contractor(s). The Council reserves the right to vet any Contractor(s).
- 3.1.6. The event(s) must provide toilet facilities, including disabled toilet use in accordance with legislation.
- 3.1.7. The Contractor(s) 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 Tracking or other ground protection must be used in agreement with the Council. The Contractor(s) 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 monies.
- 3.1.10. The Contractor(s) shall vacate and return to the Council the site by the date and time of expiry (detailed in the Specification point 2.14) 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(s) shall observe all reasonable instructions of Council employees regarding the day to day running of Council-owned venues.
- 3.1.12. In performing its obligations in terms of the Contract, the Contractor(s) shall exercise the diligence, skill and care which can reasonably be expected of a competent company experienced in works of the nature and size required in terms of this Contract.
- 3.1.13. The Contractor(s) shall be responsible for the supply and maintenance of all equipment.
- 3.1.14. Within the vicinity of any parks or green spaces, the Contractor(s) must agree measures to protect the trees (and canopies) and grass protection should be installed to protect grass areas.
- 3.1.15. The Contractor(s) must be considerate to local residents and mitigate noise pollution accordingly.
- 3.1.16. The Contractor(s) may be required to operate in the vicinity of other events or businesses (which may include shared access requirements). The Contractor(s) is expected to promote partnership and cooperate with reasonable requests made to accommodate the needs of all parties.

#### **WASTE MANAGEMENT**

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

#### **TRAFFIC MANAGEMENT**

- 3.1.20. The Contractor(s) 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).

#### **STEWARDSHIP, SECURITY AND POLICING**

- 3.1.21. The Contractor(s) 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.

- 3.1.22. The Contractor(s) 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.
- 3.1.23. The Contractor(s) shall manage and supervise all day to day site operations in relation to stewarding and security including key stakeholders, site security, Police Scotland and other organisations as required.
- 3.1.24. The Contractor(s) 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. The Contractor(s) shall be liable for all costs associated with policing and security and will be responsible for complying with Police Scotland's policy of full cost recovery for events.

## **HIRE OF COUNCIL SITES**

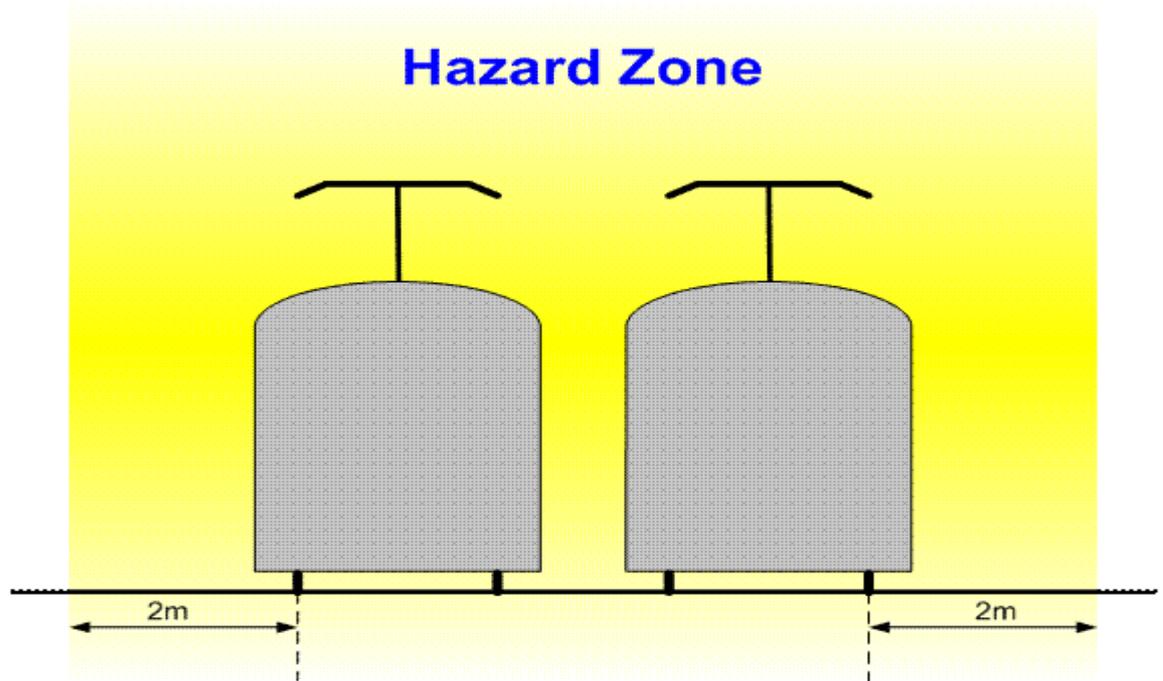
- 3.1.25. All sites owned by the Council will be subject to facility hire charges. Charges will be subject to annual increase (currently 5%). The hire of Council sites will be directly arranged between the Contractor(s) and the relevant Council departments and/or landowners.
- 3.1.26. The Contractor(s) shall make payment to the Council no later than 4 weeks prior to the commencement of the build a reinstatement bond in every year that the contract is in operation as detailed in Section 12. The Council reserves the right to recover above this should site repairs be more than the value of the bond. The Council shall refund to the Contractor(s) 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(s) must invoice the Council for monies due.
- 3.1.27. In all circumstances, including if sites are to be used consecutively between Lot 1 and Lot 2, a pre-event condition survey will be undertaken at all sites prior to occupation to record any damage or reinstatement that will be required as a result of the Contractor(s)' activities.
- 3.1.28. The process of assessing any reinstatement works shall be;
- 3.1.28.1. Initial site survey and condition agreed between the Council and the Contractor(s) prior to entry. This will occur prior to both Lot 1 and Lot 2;
- 3.1.28.2. Post event survey following Contractor(s)'s exit from site; and
- 3.1.29. 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)'s financial responsibility and cost of which will be funded by bond payments made.

## **EDINBURGH TRAMS AND NIGHT BUSES**

- 3.1.30. 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.
- 3.1.31. In the performance of the Site Management Services, the Contractor(s) 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 lines.

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



- 3.1.33. 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

- 3.1.34. The Contractor(s) must apply for Authority to Work from Edinburgh Trams and ensure that they remain compliant with any conditions imposed upon them by Edinburgh Trams

- 3.1.35. For Lot 2, the Contractor(s) will be responsible for securing funding to provide a night bus/tram service for the night of 31 December each year.

#### 4. LICENSING FOR EVENTS

- 4.1. The Contractor(s) 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.
- 4.2. The Contractor(s) must ensure that all requirements in relation to Food Hygiene and other licensing requirements are fully met to the satisfaction of the Council.
- 4.3. There is a cost associated with each of the required licences and it will be the responsibility of the Contractor(s) to bear this cost.
- 4.4. Failure to obtain all the correct licenses will result in the event not being able to trade.
- 4.5. The Contractor(s) 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.
- 4.6. The Council will not be liable for any costs associated with failure to obtain relevant licences and the consequences of this.

4.7. 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. Contractor(s) 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(s) shall produce and provide a marketing plan (or plans) designed to raise the profile of Edinburgh's Christmas and Edinburgh's Hogmanay, increase visitor numbers and generate income. The events require separate marketing plans in recognition of their differing purpose, audiences and target markets. Where possible, these should complement each other to provide a cohesive theme for Edinburgh but firmly focus on the two separate events as the key drivers.

5.2. The Contractor(s) shall be responsible for submitting a communications plan on/by 1<sup>st</sup> June each year and ensuring that appropriate contact and engagement is maintained with local stakeholders before, during and after the event as appropriate.

5.3. The Contractor(s) shall work with the City of Edinburgh Council, Festivals Edinburgh, Marketing Edinburgh, VisitScotland, Edinburgh Tourism Action Group, Essential Edinburgh, Scottish Government and other agencies to jointly promote Edinburgh and the events programmes.

5.4. The Contractor(s) 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 Events Team in advance of publication. The Council owns a number of URLs relating to these two events and will make these available to the Contractor(s). Similarly, all social media pages and resources pertaining to Edinburgh's Christmas and Edinburgh's Hogmanay will be made available to the Contractor(s).

5.5. The Contractor(s) shall be obliged to provide audience feedback and profiling to provide data for the Key Performance Indicators (KPI's) in Section 8.

5.6. The Contractor(s) 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 B – separate attachment.

5.7. The City of Edinburgh Council will expect the Contractor to gather yearly questionnaires which will include; visitor experiences, lessons learned not only from the customers but also from the Council's contractors and key stakeholders (Essential Edinburgh) to enable development and growth of the contract.

5.8. The Council reserves the right to instruct the removal of any product, item, event or thing that could reasonably be considered to be unsuitable, inappropriate or objectionable or which would or would be likely to cause detriment to the Council's reputation or subject the Council to prosecution, the Contractor(s) must remove immediately.

5.9. The Council has a contractual relationship with JCDecaux to provide advertising revenue to the Council. The Contractor(s) shall work with JCDecaux to explore potential opportunities for sponsorship and advertising through the two events. The Council reserves the right to mandate the Contractor(s) collaborate with JCDecaux.

5.10. Separate and in addition to any opportunities realised through the relationship with

JCDecaux, the Contractor(s) shall identify and realise sponsorship and funding opportunities and manage all sponsor requests (e.g. sponsor/brand activation, press/PR, sponsor relationships) related to Edinburgh's Christmas and/or Edinburgh's Hogmanay.

5.11.If any of the events are to be ticketed the Contractor(s) shall be responsible for appointing and managing a box office agent.

## **6. STAKEHOLDER ENGAGEMENT**

6.1. Communication with local stakeholders is the responsibility of the Contractor(s), with a focus on keeping those who may be impacted by the event informed. The Contractor(s) shall submit a communications plan. The communications plan should include method, frequency and type of message to be sent to local stakeholders via the following channels;

- Conducting community engagement meetings prior to events;
- Electronic communications (email);
- Letters (to local residents, for example);
- Leaflets;
- Press releases;
- The City of Edinburgh Council website;
- The Edinburgh's Christmas and/or Edinburgh's Hogmanay 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(s) 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(s) to respond in writing to the outcome of any public consultation. If required, the Contractor(s) 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(s) 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 Events Team, 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. Contractor(s) shall ensure that the Project Manager(s) is contactable by email/telephone/mobile during the Council's operating hours during the contract period and out-with these hours in the event of emergency. The Contractor will provide contact details at the contract inception meeting and on the anniversary of the contract commencement date; these contact details must also be reviewed and updated prior to the event.

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

## **8. PERFORMANCE MONITORING**

- 8.1. Appendix A (separate attachment) sets out examples of the performance measures that will support the management of the Contract. The bid 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(s) to develop and enhance KPI's throughout the life of the contract to enable continuous improvement on both sides. The Council however, reserves the right to mandate any KPI on the Contractor any time at no additional cost to the Council.
- 8.3. Annually the contract for each Lot will be reviewed on the agreed performance measures. Failure to meet the targets set as part of the performance measures could result in the contract not being continued to the following year. Examples of performance measures are included in Appendix A (separate attachment).
- 8.4. The Council will consider continuing the contract for each Lot if the performance of the contract is deemed satisfactory. For clarity if the performance of the contract should be equal to or better than the performance targets agreed by both parties, then the Council may agree to continue the contract for an additional year, until the full term of the contract has expired.
- 8.5. The Council reserves the right to amend the performance targets for the following year as part of the annual review.
- 8.6. The Contractor will provide management information, including usage data and income from key attractions and concessions including food, drinks and merchandise; numbers attending key activities/events and other information defined within these tender documents and by the Council as requested on an ongoing basis and/or;
- 8.7. 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(s) 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(s) 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(s) 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(s) 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(s) 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(s) is/are responsible for indemnifying the Council for any losses that may arise as a result of event cancellation. The Contractor must provide an appropriate level of cancellation insurance and any other insurance deemed necessary by the Council as fully detailed within the Terms & Conditions of Contract (Schedule B).

## 11. INVOICING & PAYMENTS

Lot	Description	Pricing Model
1	Edinburgh's Christmas	Fixed Fee Rental Income
2	Edinburgh's Hogmanay	Fixed Fee

- 11.1. Lot 1 Pricing Mechanism - 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.
- 11.2. Lot 2 Pricing Mechanism - The Council will make available a maximum budget of £812,456 to deliver Lot 2. It is expected that the sum required from the Council will decrease year on year.
- 11.3. 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	£45,000
Princes Street Gardens West	£10,000
Calton Hill	£5,000

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(s) cost. Contractor(s) 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(s) any additional sum should the reinstatement costs exceed the value of the Bond paid.
- 12.4. Lot 1 - Ground rental fees and income for Lot 1 (Edinburgh's Christmas) will be paid to the City of Edinburgh Council Parks, Greenspace and Cemeteries no later than 30 days after the site has been vacated. The rental rate will be based on the Council's daily rental rate for the area, unless otherwise agreed.
- 12.5. Lot 2 - A schedule of payments for Lot 2 (Edinburgh's Hogmanay) 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.
- 12.6. The Contractor(s) should note that income post event and ground rental fees are separate to the reinstatement bond. The Council shall refund to the Contractor(s) after expiry of the Period of Use each year such a balance of the reinstatement bond as remains after having reinstated damage. The Contractor(s) must invoice the City of Edinburgh Council for monies due.
- 12.7. The Contractor(s) will be required to produce all ticket receipts and visitor numbers annually at the end of the event period.

### **13 OPEN BOOK**

- 13.1. The Council requires clear transparency of financial and accounting arrangements and full unrestricted access to relevant information in the operation of this contract and data from the Contractor via an Open Book Accounting arrangement.
- 13.2. Open Book Accounting requires the maintenance of books of account in accordance with Generally Accepted Accountancy Practice (GAAP) and the making available of such books of account for inspection by the Council (or the Council's specified Auditor) and, if required by the Council, providing a report on such books of account, including the maintenance of books of account showing the breakdown and justification of all relevant cost and income relating to the contract including:
  - 13.2.1. Full disclosure of all gross revenues generated through the contract, relating to the operation of the service(s) and fixed fee rental offer, any additions to said contract or any other gross revenue stream arising to the Contractor as a result of the contract, these revenue streams including but not limited to;
    - 13.2.1.1. Other revenues arising from the operation of assets by the Contractor upon contract commencement;
    - 13.2.1.2. Other revenues arising from the operation of assets deployed in excess of those within paragraph 11.3.1.1; 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(s) 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(s) will:
- 13.5.1. Prepare, monitor and control the Edinburgh's Christmas and Edinburgh's Hogmanay 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 subcontractors financial information surrounding all items covered under this contract. The Council reserves the right to audit the full duration of the contract, at any period.
- 14.2. Once a discrepancy has been identified and accepted the payment shall be made within 28 days. Acceptance cannot be unduly withheld, where this is the case, provisional assessment would be made by the Council, and this shall be paid within 28 days.
- 14.3. All financial data contributed with this contract shall be stored by the Contractor for five years after the end of the Contract, including any extension period, and made available to the Council at any point during this timeframe.

## **15. BUSINESS CONTINUITY**

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

## **16. HEALTH AND SAFETY**

- 16.1. The City of Edinburgh Council's Safety Advisory Group process is called the Events Planning and Operations Group (EPOG). Not less than 6 months prior to the Event the Contractor(s) 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(s) 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(s) 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(s) 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(s) 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(s) are fireproofed to the satisfaction of the Firemaster and provide relevant safety certificates.
- 16.4. The Contractor(s) 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.
- 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. FAIR WORK PRACTICES**

- 19.1. The City of Edinburgh 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, are diverse and is engaged in decision making.
- 19.2. These factors are also important for workforce recruitment and retention, and thus continuity of service. The City of Edinburgh Council is adopting fair work practices, which include:
  - a fair and equal pay policy that includes a commitment to supporting the Living Wage, including, for example being a Living Wage Accredited Employer;
  - clear managerial responsibility to nurture talent and help individuals fulfil their potential, including for example, a strong commitment to Modern Apprenticeships and the development of Scotland's young workforce;
  - promoting equality of opportunity and developing a workforce in terms of characteristics such as age, gender, religion or belief, race, sexual orientation and disability;

- support for learning and development;
- stability of employment and hours of work, and avoiding exploitative employment practices, including for example no inappropriate use of zero hours contracts;
- flexible working (including for example practices such as flexi-time and career breaks) and support for family friendly working and wider work life balance and;
- support progressive workforce engagement, for example Trade Union recognition and representation where possible, otherwise alternative arrangements to give staff an effective voice.

19.3. In order to ensure the highest standards of service quality in this contract we expect Contractors to take a similarly positive approach to fair work practices as part of a fair and equitable employment and reward package.

## **20. SUSTAINABILITY**

20.1. The Council has a sustainable development strategy for the city – Sustainable Edinburgh 2020. The vision is that ‘Edinburgh in 2020 will be a low carbon, resource efficient city, delivering a resilient local economy and vibrant flourishing communities in a rich natural setting. The Sustainable Edinburgh 2020 framework for sustainable development can be found at: [http://www.edinburgh.gov.uk/info/20206/sustainable\\_development\\_and\\_fairtrade/841/sustainable\\_edinburgh\\_2020](http://www.edinburgh.gov.uk/info/20206/sustainable_development_and_fairtrade/841/sustainable_edinburgh_2020)

20.2. The strategy presents 10 commitments that apply to all Council functions, including all Council procurement. These are to:

- promote good governance;
- promote good management;
- protect and conserve the environment;
- encourage responsible consumption and lifestyle choices;
- plan and design for sustainability;
- promote sustainable transport;
- protect and promote health;
- achieve a vibrant and sustainable local economy;
- secure inclusive and supportive communities; and
- reduce our impact on the global environment.

20.3. These commitments demonstrate that 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.

20.4. In order to ensure the highest standards of service quality in this contract we expect the Contractor to take a similarly positive approach to sustainability and demonstrate how they can work along with the Council to achieve these commitments have or is in the process of achieving the ISO 201221 accreditation or a similar standard of accreditation.

## **21. COMMUNITY BENEFITS**

21.1. 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

21.2. Examples of Community benefits that the Council would consider are:

- Funding for further park improvements;
- Donations to local charities;
- Support to local charities such as food festivals;
- Donations of food to local food banks
- Support to local community events;
- Pricing incentives for Edinburgh residents which make events and attractions more accessible;
- Special performances for residents of care homes/hospital performances; and
- Pop up performance in libraries and other public locations outside the city centre.

## **22. UNACCEPTABLE WORKING PRACTICES**

22.1. 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.

22.2. 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.

22.3. 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.

22.4. 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.

## **23. CONTRACT ADDITIONS (EVOLUTION)**

23.1. The Contractor(s) shall be expected to work with the Council to maximise income for all events delivered by identifying and developing new and exciting opportunities within the city to enhance the overall offering to the Council.

23.2. The Contractor(s) shall over the life of the contract continually evolve the contract to meet current and future market trends. To do this the Contractor shall throughout the contract, must provide as a minimum of three additions and or enhancements to the event(s) per annum. These will either be approved or rejected.

23.3. In proposing additions/ enhancements to the contract, the Contractor(s) must follow the Additional Project Mechanism (Appendix E), approval of any additions/ enhancements are at the sole discretion of the Council, the Councils decision is final and binding with no appeal.

23.4. Once the Council approves an additional to the contract, the Contractor(s) shall accept all risks associated with implementation of the new proposals (planning, requisite consents etc).

**End of Specification**