

Culture and Communities Committee

10.00am, Thursday, 10 August 2023

Edinburgh's Winter Festivals – Update on Procurement

Executive/routine Wards Council Commitments	Executive All, particularly City Centre
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1. Recommendations

- 1.1 Culture and Communities Committee is asked to:
 - 1.1.1 Agree the specification for the delivery of Edinburgh's Christmas and Edinburgh's Hogmanay in Appendix 1;
 - 1.1.2 Agree the core Key Performance Indicators (KPIs) as set out in Appendix 2;
 - 1.1.3 Note that further KPIs will be developed upon submission of final tenders;
 - 1.1.4 Agree the recommended contract term of three years plus up to two optional extension years including break clauses; and
 - 1.1.5 Note the provisions and process for breaks during the contract.

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Edinburgh's Winter Festivals – Update on Procurement

2. Executive Summary

- 2.1 This report seeks approval of the draft specification for procurement of a prime contractor for Edinburgh's Winter Festivals. The report also seeks approval for the contract duration (three years, with the option of two one year extensions at the sole discretion of the Council).
- 2.2 The report also provides an update on next steps in respect of actions agreed by Committee in June 2023 to explore potential future models of provision and investment in sustainable infrastructure.

3. Background

- 3.1 At the meeting of the Culture and Communities Committee on [8 June 2023](#) Committee noted, with regret, that on balance it is not possible at present for the Council to deliver the Winter Festivals in house.
- 3.2 It therefore agreed to proceed with a prime contractor approach for the award of a contract for Edinburgh's Winter Festivals (combining the contracts for Edinburgh's Christmas and Edinburgh's Hogmanay).
- 3.3 Committee requested a further report to its August meeting providing further details on the specification for the contract; the contract length and provision of break clauses; and the Key Performance Indicators (KPIs).
- 3.4 Committee requested further information on:
 - 3.4.1 Ways in which in house capacity can be developed, including the establishment of an in-house coordination and oversight team to monitor the KPIs and to explore models of provision in more detail to include information on case studies from other cities which deliver Christmas and New Year events;
 - 3.4.2 Options for encouraging events to be located in spaces and places out with the city centre which are close to public transport and active travel routes;
 - 3.4.3 Ways in which local businesses, social enterprises and cooperatives will have opportunities to be part of the contract supply chain and delivery model; and

3.4.4 Consideration of investment in sustainable temporary infrastructure, suitable for use in the delivery of Christmas, Hogmanay, and other city festivals and events throughout the year, including possibilities to support in-house delivery;

3.5 At present, Edinburgh's Christmas and Edinburgh's Hogmanay are contracted separately. For Edinburgh's Christmas, a fixed fee rental income is expected. For Edinburgh's Hogmanay, the Council contributes £0.813m to the cost of the event.

4. Main report

Procurement Approach

- 4.1 With the prime contractor approach for Edinburgh's Winter Festivals (approved by Committee in June 2023), the next steps are for the Council to advertise a specification for the combined contract.
- 4.2 A draft specification for this is attached in Appendix 1. The final specification will be published on Public Contracts Scotland (PCS) for those who noted interest in the Prior Information Notice (PIN).
- 4.3 As reported to Committee in June, it is intended to proceed with the prime contractor model, through negotiated procedure. While this approach takes longer than, for example, an open procedure (which has previously been the approach taken), it enables discussions to take place with interested parties on the Council's expectations and will provide greater clarity on the specification which will be delivered by the successful contractor in advance of the contract being awarded. Officers consider that this is the optimal approach to securing best value.
- 4.4 The draft specification builds on the 2021 public consultation and the Council's recent experience of procuring this contract. The core values of the specification are:
- 4.4.1 Quality;
 - 4.4.2 Reliability;
 - 4.4.3 Community engagement;
 - 4.4.4 Supporting local traders; and
 - 4.4.5 Sharing the celebrations around the city are properly reflected in any plans and future procurement programmes.

Contract Duration

- 4.5 As reported to Committee on 8 June 2023, one of the key outcomes from early engagement with the market was a request for five-year minimum contract. To enable Contractors to secure longer-term deals, reducing costs and offering security to suppliers and sponsors.
- 4.6 A longer contract also allows earlier investment in the events with a longer period to recoup initial set up costs. For shorter contract durations, one of the impacts is that there is generally a reduced number of free and community events (especially those

outwith the city centre) in the early years of the contract, when Contractor costs are generally higher. A longer contract is likely to enable a greater number of community and free elements to be included in the programme from year one. This is because community and free events are delivered at a cost to the programme and do not generate income. With a longer contract, these costs can be included earlier in the contract and the costs recouped over a longer period of time.

- 4.7 Following the feedback from Committee, it is recommended that the contract duration for the combined contract should be for three years, with an optional annual extension of two years (one plus one).
- 4.8 Recognising the current contract for Edinburgh's Hogmanay runs until 2024, the contract would be tendered on the basis that the Christmas element would run from 2024 – 2027, with an optional extension of two years (one plus one) and the Hogmanay element would run from 2025 – 2027 (with an optional extension of two years (one plus one)). If the optional extensions are agreed, the contract would end in March 2029.

Contract Management

- 4.9 The Council's standard terms and conditions include details of the circumstances under which a contract may be terminated and there are certain circumstances where the contract may be automatically terminated (e.g. failure to secure all necessary consents or permissions for land use and/or where the contractor delivers services at a level below the minimum stated in the Key Performance Indicators).
- 4.10 It is also intended to include a break clause at the end of year two of the contract should the Council consider any scope change to be significant. In addition, there is also an automatic break clause at the end of year three as this is the natural end of the original contract prior to any optional extension.
- 4.11 It should also be noted that the contract includes a standard clause allowing the Council to terminate the contract at any time with six months' notice.
- 4.12 To provide the necessary co-ordination and oversight of this contract, it is intended to increase in-house capacity to support contract delivery (working closely with internal stakeholders and the prime contractor).
- 4.13 It is also intended to create an operational oversight group, with responsibility for supporting effective co-ordination and contract oversight. The group will be chaired by the Service Director for Culture and Wellbeing, with nominated representatives from internal teams including Cultural Events, Procurement, Parks, Legal, Finance, Public Safety, Roads, Planning and Licensing. The Contractor will also be invited to attend.
- 4.14 The group will meet quarterly from April to September, and then monthly October – March. Additional meetings can also be arranged, if required. A standard agenda will be established, to include: monitoring of delivery against agreed Key Performance Indicators (KPIs), contract management, and operational delivery.

- 4.15 A summary of the discussion and actions agreed by the group will be reported to the Festivals and Events APOG.
- 4.16 With clear and robust break clauses in the Terms and Conditions and appropriate contract management arrangements in place, the Council reduces the risk of being unable to terminate or alter an underperforming contract.

Key Performance Indicators

- 4.17 A long list of potential KPIs is outlined in Appendix 2. Further KPIs will be developed through the competitive procedure with negotiation.
- 4.18 The final KPIs, with associated measures, will be discussed with the Festival and Events APOG prior to forming part of the report to Finance and Resources Committee with the contract award recommendation.
- 4.19 Both the specification and the KPIs take account of the need to encourage the successful Contractor to organise events outwith the city centre, and close to public transport and active travel routes and to engage local businesses, social enterprises and co-operatives for inclusion in their supply chain and trading plans.

5. Next Steps

Tendering

- 5.1 Committee are asked to approve the draft specification (Appendix 1). Thereafter, subject to any final operational changes, the tender pack will be developed with a view to it being published as soon as possible following Committee.
- 5.2 The competitive procedure with negotiation will develop over the Autumn and Winter of 2023. It is now anticipated that the recommendation for the appointment of a Contractor for the Edinburgh Winter Festivals Contract will be reported to Finance and Resources Committee on 25 January 2024.
- 5.3 Officers are currently investigating the potential to include the future contract for Festive Lighting as a separate Lot alongside the Winter Festivals Contract. If this is not possible, the Festive Lighting Contract will be tendered separately.

Evaluation of Edinburgh's Winter Festivals 2023

- 5.4 As requested by Committee on 8 June 2023, a 'wash up' for Edinburgh's Christmas and Edinburgh's Hogmanay will be completed within two months of the conclusion of the 2023 events, with the outcomes being reported to Culture and Communities and Finance and Resources Committee before the summer recess 2024. This will assess the successes, shortcomings, lessons learnt, KPIs, and any identified actions required to improve both Edinburgh's Christmas and Edinburgh's Hogmanay each year in preparation for the next staging of the events from March/May 2024 onwards.

Future Delivery Models and In-house Capacity

- 5.5 Committee requested that officers develop proposals for how in-house capacity can be developed to manage and potentially deliver Edinburgh's Winter Festivals in the future.

- 5.6 As noted in paragraphs 4.12 and 4.13, it is intended to increase in-house capacity and governance to provide necessary co-ordination and oversight to monitor contract delivery and performance.
- 5.7 However, Committee also requested that the Council explore models of provision and case studies from other cities which deliver Winter Festivals.
- 5.8 To progress future models of provision, the Council would need to temporarily engage someone with the necessary knowledge, skills and experience (e.g. a Festival Director) and financial/business support in order to develop a feasibility study and detailed and robust Business Case.
- 5.9 This approach would build on the initial summary provided in June 2023 on the potential strengths and risks associated of the Council delivering future events (beyond 2027) in-house.
- 5.10 There is currently no budget available to progress with this work, therefore Elected Members will be asked to consider making financial provision for the development of a feasibility study and associated business case as part of the budget setting process in February 2024.

Investment in Sustainable Infrastructure

- 5.11 A report on the Use of Public Spaces for Events and Filming is due to be considered by Culture and Communities Committee in October 2023. Following this, a short life officer working group will be established, chaired by the Service Director for Operational Services, to develop a proposal for investment in sustainable infrastructure for the city, including financial implications.
- 5.12 This will also include taking forward the action agreed by the Council on Greening the Fringe.
- 5.13 At present, there is no capital or revenue funding in place to invest in sustainable infrastructure.

6. Financial impact

Winter Festivals Contract

- 6.1 The current budget for Edinburgh's Hogmanay is £0.813m. This sum would be made available for the combined delivery of Edinburgh's Christmas and Edinburgh's Hogmanay. The contract for Edinburgh's Christmas requires the contractor to cover all of the costs from a combination of ticket sales, advertising, sponsorship, grant applications, rental income and profit share from traders and there has been no assessment made of the potential income which could be achieved in future years.
- 6.2 Officers will ensure that all potential options for income are explored (including fixed fee and gainshare) as part of the tender development process. The financial model for this approach developed during the preparation of the tender documentation will also include consideration of the weighting for price : quality. Officers will also ensure that the tender documentation allows for scrutiny and clarification of

proposed income. However, the tender documentation and future contract award will be conditional on open book accounting.

In-House Capacity

- 6.3 A small increase in in-house capacity is proposed to support contract delivery for the new contract, beginning spring 2024. The cost of this can be contained within the Culture and Wellbeing budget.

Future Delivery Models and Infrastructure Investment

- 6.4 As noted in paragraphs 5.7 – 5.12, the Council does not currently have the resources in place to develop a feasibility study or to develop a Business Case for future delivery (including potential for in-house delivery). The estimated cost of engaging suitably experienced individuals to take forward this work is £140,000 per annum for two years.
- 6.5 The cost of future delivery and infrastructure investment is not yet known.

7. Stakeholder/Community Impact

- 7.1 A consultation on Edinburgh's Winter Festivals was carried out in 2021. The results of this form the basis of the specification for the current and any future Winter Festival events.
- 7.2 In order to ensure that the feedback received remains valid, officers have engaged with organisations who participated in the consultation to ask if anything has changed since their original submission.
- 7.3 Officers have also utilised the Business Champions Network to engage with local traders on what is currently happening in local town centres around Christmas time and what they would like to see in the future.
- 7.4 Community Councils and ward Councillors have also been asked for their thoughts on future events.
- 7.5 An initial integrated impact assessment for Edinburgh's Winter Festivals will be prepared as part of the tender documentation. An Integrated Impact Assessment for the annual events will also be a requirement of all future arrangements.

8. Background reading/external references

- 8.1 Motion by Councillor Rae – Greening the Fringe, [19 September 2019](#).
- 8.2 Award of Contracts for Winter Festivals – Finance and Resources Committee, [16 June 2022](#).
- 8.3 Edinburgh's Christmas – Emergency Contract Award - Finance and Resources Committee, 10 October 2022 (Private).
- 8.4 Response to Emergency Motion – Edinburgh's Christmas – Governance, Risk and Best Value Committee, [22 November 2022](#).

- 8.5 Procurement of Edinburgh's Christmas – Finance and Resources Committee, [26 January 2023](#).
- 8.6 Edinburgh's Christmas and Edinburgh's Hogmanay – Outcome Report – Culture and Communities Committee, [7 March 2023](#)
- 8.7 Edinburgh's Christmas and Edinburgh's Hogmanay – Outcome Report – Finance and Resources Committee, [10 March 2023](#).
- 8.8 Response to Motion by Councillor McVey – Edinburgh's Christmas – Culture and Communities Committee, [8 June 2023](#).

9. Appendices

- 9.1 Appendix 1 – Edinburgh's Christmas and Edinburgh's Hogmanay Specification
- 9.2 Appendix 2 – Edinburgh's Christmas and Edinburgh's Hogmanay Core Key Performance Indicators

The City of Edinburgh Council

Specification

WINTER FESTIVALS

Lot 2 – Edinburgh’s Hogmanay and Edinburgh’s Christmas

REF: CTXXXX

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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 1 – CEC 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 April 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 commitment to the Council's commitment of net zero carbon by 2023;

- 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 outwith those events identified as 'core events' at 2.11.
- 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.

EDINBURGH'S WINTER FESTIVALS CORE EVENTS

- 2.11. Edinburgh's Winter Festivals shall comprise the following core events, which must be delivered:
 - 2.11.1. A programme of events/installations that use light as a central theme;
 - 2.11.2. City centre Christmas Lights switch-on, including the Mound tree gifted from Vestland, Norway;
 - 2.11.3. Installation of a nativity scene and carol concert;
 - 2.11.4. A series of live music and/or street theatre/performance events and installations (indoor and outdoor) across a number of sites and dates;
 - 2.11.5. A Torchlight Procession; and
 - 2.11.6. A Hogmanay Celebration on 31st December, including a significant midnight moment. For example, fireworks, drones, lighting or any other significant intervention.
- 2.12. 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.
- 2.13. 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.
- 2.14. For clarity, the nine town centres are defined as:
 - 2.14.1. Corstorphine;
 - 2.14.2. Gorgie / Dalry;

- 2.14.3. Leith Central;
 - 2.14.4. Leith Walk;
 - 2.14.5. Morningside / Bruntsfield;
 - 2.14.6. Nicolson St / Clerk St Street;
 - 2.14.7. Portobello;
 - 2.14.8. Stockbridge; and
 - 2.14.9. Tollcross.
- 2.15. 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
- 2.16. 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.
- 2.17. 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.
- 2.18. All sites must prioritise power sources that do not rely on diesel generators. Wherever possible, alternatives must be used.
- 2.19. 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.

- 2.20. While the Council is not providing a prescriptive list of sites to be used, the following principles should be observed:
- 2.20.1. 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).
 - 2.20.2. 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.
 - 2.20.3. 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
- 2.21. The following sites shall be made available.
- 2.21.1. **Festival Square** (power, water and waste connections available)
<https://www.google.co.uk/maps/@55.9471746,-3.2069229,150m/data=!3m1!1e3>
 - 2.21.2. **Castle Street** (power and water connections available)
<https://www.google.co.uk/maps/@55.9513525,-3.2030124,151m/data=!3m1!1e3>

2.21.3. Princes Street Gardens East and West

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

- 2.21.4. 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.
- 2.21.5. 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 DATE TO DATE. 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.
- 2.21.6. Princes Street Gardens East hosts an annual Garden of Remembrance. No activities will be permitted to occupy the lawns east of the Scott Monument until after the garden has been removed by Royal British Legion Scotland. In addition, a defined 'no works' cordon must be maintained around the Gardens when they are installed; no works will be allowed on site on both Remembrance Sunday and 11th November to allow Remembrance events to take place.
- 2.21.7. For the foreseeable future access to Princes Street Gardens West via King's Stables Road is closed due to risk of rockfall from the castle rockface. The Contractor must ensure that any plant and site infrastructure can be delivered via the St Cuthbert's Church graveyard and in strict accordance with their site access protocols. These are contained within Appendix 2 - Tree Protection Measures and Access to Princes Street Gardens West (separate attachment). 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.
- 2.21.8. All plans must adhere with Council's Tree Protection Plans for East and West Princes Street Gardens (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.
- 2.21.9. 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.
- 2.21.10. All events within Parks and Greenspaces in Edinburgh must fulfil the conditions and recommendations contained within the Parks Events Manifesto (Appendix 2 - Tree Protection Measures and Access to Princes

Street Gardens West (separate attachment)) including tree protection areas. If an event requires to exempt access rights to a particular area of the park as part of their set-up or running, then the local authority is required to apply for and advertise a Section 11 order. The burden of cost of this process is the responsibility of the event organiser.

- 2.21.11. 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.
- 2.21.12. The Contractor will be responsible, where required, for the clearing and gritting of any paths within the gardens during adverse weather.
- 2.21.13. 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.

2.21.14. **Mound Precinct**

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

- 2.21.15. Please note that there is a restriction on funfair activities on the Mound Precinct and any activity or infrastructure that moves, rotates or causes vibration. There is also a strict weight limit and a guide of 8kN/m² should be used in calculations when considering a programme of activities. Permission for the use of the Mound Precinct will be jointly issued by the National Galleries and the Council, once satisfied with proposals.

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

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

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

2.21.18. **George Street**

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

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

2.21.20. St Andrew Square

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

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

2.21.22. Grassmarket

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

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

2.21.24. East Market Street

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

Other Areas

2.21.25. 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.

2.21.26. 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 shall observe all reasonable instructions of Council employees regarding the day to day running of Council-owned venues and sites.
- 3.1.12. In performing its obligations in terms of the Contract, the Contractor shall exercise the diligence, skill and care which can reasonably be expected of a

competent company experienced in works of the nature and size required in terms of this Contract.

- 3.1.13. The Contractor shall be responsible for the supply, safe operation and maintenance of all equipment.
- 3.1.14. Within the vicinity of any parks or green spaces, the Contractor must agree measures to protect the trees (and 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 Number to be confirmed). A detailed tree protection plan must agree a tree protection plan which demonstrates how the Council's tree protection measures will be met before occupation of any affected sites can be agreed.
- 3.1.15. 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. The Contractor should consider engaging its own arborist to ensure that this process runs smoothly and to facilitate discussions with Council officers (where required).
- 3.1.16. The Contractor must be considerate to local residents and mitigate noise pollution accordingly.
- 3.1.17. The Contractor may be required to operate in the vicinity of other events, licence holders, residents and/or businesses (which may include shared access requirements). The Contractor is expected to promote partnership and cooperate with reasonable requests made to accommodate the needs of all parties. The Council will provide a list of other events and existing license holders (where appropriate).

WASTE MANAGEMENT

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

TRAFFIC MANAGEMENT

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

STEWARDSHIP, SECURITY AND POLICING

- 3.1.22. The Contractor shall be responsible for site security and management including overnight security throughout the build, operation and de-rig of the

event. Where the role or function requires it, stewarding and security staff must be Security Industry Authority (SIA) accredited.

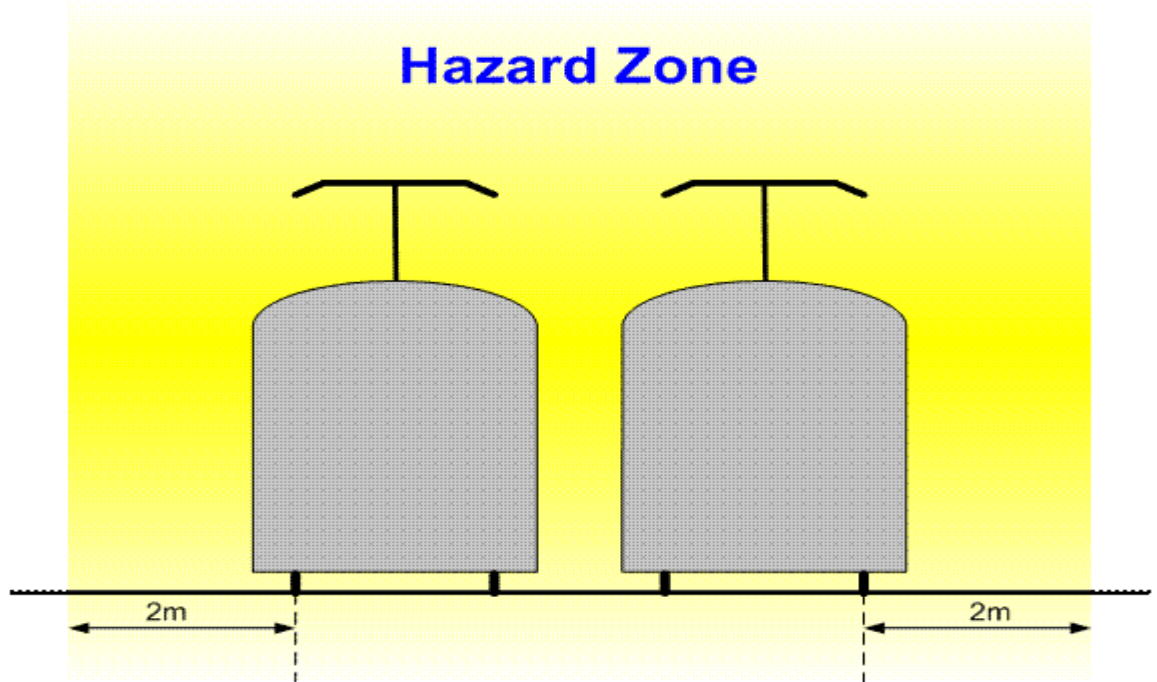
- 3.1.23. The Contractor shall ensure the provision of an adequate number of attendants, stewards and officials trained to the satisfaction of the Council to ensure compliance with the terms of the Contract, the safety of all persons present at any events and the immediately surrounding area and the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

- 3.1.26. 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.
- 3.1.27. 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.
- 3.1.28. 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.
- 3.1.29. The process of assessing any reinstatement works shall be;
 - 3.1.29.1. Initial site survey and condition agreed between the Council and the Contractor prior to entry; and
 - 3.1.29.2. Post event survey following Contractor's exit from site.
- 3.1.30. Any reinstatement works required to return the site to the condition detailed in the initial site survey shall be obtained by the Council through competitive tender and shall be considered to be the Contractor's financial responsibility. The cost of which will be recovered from the reinstatement bond (if sufficient).

EDINBURGH TRAMS

- 3.1.31. 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.
- 3.1.32. 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.
- 3.1.33. 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.



- 3.1.34. 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
- 3.1.35. 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 5 - General Principles of Sponsorship (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.

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 6 – Key Performance Indicators (separate attachment) sets out examples of the performance measures that will support the management of the Contract. The tender submission should demonstrate how performance will be managed, including the frequency of meetings and performance improvement.
- 8.2. The Council will work in partnership with the Contractor to develop and enhance KPI's throughout the life of the Contract to enable continuous improvement on both sides. The Council, however, reserves the right to mandate any KPI on the Contractor any time at no additional cost to the Council. Performance against the KPIs will be reported annually to the relevant Council committee(s) by summer each year.
- 8.3. Annually the Contract for Edinburgh's Winter Festivals will be reviewed on the agreed performance measures. Failure to meet the targets set as part of the performance measures could result in the Contract not being continued to the following year. Examples of performance measures are included in Appendix 6 – Key Performance Indicators (separate attachment).
- 8.4. The Council will consider extending the Contract 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	£30,000

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 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 shall engage with the Council through officers within Public Safety to arrange attendance at the EPOG, or Council's designated forum, to confirm the arrangements for the Period of Use by the provider of the site. The Contractor shall submit to the Council a detailed written programme of the delivery of the Services, including arrangements for public safety / traffic management and all other elements related to the safe delivery of the event. Approvals will be granted through the relevant licensing or permit processes that EPOG will signpost to the Contractor as appropriate. The Council reserves the right to amend the terms and conditions of the Contract in line with the advice of the EPOG.

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

17. EQUALITY AND HUMAN RIGHTS

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

18. COMPLIANCE WITH LEGISLATIVE REQUIREMENTS

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

19. TRANSITION AND EXIT MANAGEMENT

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

20. GUIDANCE ON USE OF VOLUNTEERS

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

21. THE ENVIRONMENT

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

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

22. COMMUNITY BENEFITS

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

Examples of Community benefits that the Council would consider are:

- Funding for further park improvements;
- Donations to local charities;
- Donations of food to local food banks;
- Support to local community events; 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.

End of Specification

Appendix 2 – Draft Key Performance Indicators (KPI's) (these may be revised through the procurement process):

Measure	Including (but not limited to)	Baseline Target
Delivery of Key Principles	<ul style="list-style-type: none"> • Number of local businesses trading at events • Number of local artists/creatives employed • Number of free/low priced attractions • Provision of alcohol free areas • Number of events and activities outside of the city centre • Percentage/ number of products for sale that are locally sourced • Percentage/ number of events activities with improved physical accessibility for those previously less able to participate • Percentage/ number of family friendly events and activities • Number of new creative activities and events that offer different customer experiences to what is being provided in other cities; • Percentage of events delivered utilising greenspaces 	<p>65%</p> <p>50%</p> <p>33%</p> <p>100%</p> <p>10 in year 1, rising each year</p> <p>50%</p> <p>100%</p> <p>50%</p> <p>3 per annum</p> <p><50%</p>
Provision of Management Information	<ul style="list-style-type: none"> • Timely submission of budgets and other management reports 	<p>Monthly submission of reports; attendance at Operational Oversight Group</p>

Stakeholder Engagement	<ul style="list-style-type: none"> • Stakeholder consultation sessions – 1 consultation session and 1 follow-up per event site • Notification of events/closures to all immediate properties in immediate vicinity • Number of meetings that have been held with external agencies (such as EventScotland, Creative Scotland and the Scottish Government) • No. of external funding and sponsorship opportunities realised 	<p>100%</p> <p>100%</p> <p>6 p.a.</p> <p>£350k p.a.</p>
Delivery of Core Events	<ul style="list-style-type: none"> • Nativity Scene and Carol Concert • Switch on ceremony for Christmas lights • Number of event sites outwith immediate city centre • Delivery of Torchlight Procession • Delivery of a programme based on light installations, live music and fireworks/a key midnight moment with a focus on using local artists, talent and creatives • Delivery of a minimum 3-day festival • Percentage of sites that rely on diesel generators • Number of longer-term positive event impacts such as light installations achieved • Contractor vacated and returned to the Council the site by the date and time of expiry in a safe and tidy condition • Contractor supplied an adequate number of attendants, stewards and officials to ensure the safety of all persons present at any events • Number of creative activities and events delivered that are new to Edinburgh 	<p>100%</p> <p>100%</p> <p>3</p> <p>100%</p> <p>100%</p> <p>100%</p> <p><75%</p> <p>1 p.a.</p> <p>100%</p> <p>100%</p>

		3 p.a.
Customer Satisfaction	<ul style="list-style-type: none"> • % of attendees expressing satisfaction with events attended • % of customer complaints resolved satisfactorily • No. of questionnaires returned around “lessons learned” from the customers • No. of questionnaires returned around lessons learned from the Council’s contractors and key stakeholders • No. of instances of overcrowding reported 	<p>90%</p> <p>95%</p> <p>2,000</p> <p>25</p> <p>0</p>
Adherence to Site Protection Measures	<ul style="list-style-type: none"> • Instances of Tree Protection Plans being violated. • Instances of damage being caused by the contractor in areas out with the designated site area • Instances of contractor not complying with Risk Assessments and Method Statements during site establishment 	<p>0</p> <p>0</p> <p>0</p>
Sustainability	<ul style="list-style-type: none"> • Percentage of packaging recycled during site establishment. • Percentage of reused materials utilised in site establishment. • Percentage of food that has been sourced within 50 miles • Percentage of waste that is recycled via segregated waste/ separate bins on site • Percentage of packaging utilised in conjunction with sales that is recyclable. 	<p>95%</p> <p>75%</p> <p>90%</p> <p>95%</p> <p>100%</p>