



The City of Edinburgh Council

Specification – Schedule A

FOR USE OF THE MEADOWS

FOR THE EDINBURGH FESTIVAL PERIOD OF 2015

**WITH AN OPTION TO EXTEND FOR THE EDINBURGH
FESTIVAL PERIOD 2016**

DESCRIPTION OF SERVICE

The City of Edinburgh Council (the Council) would like to host a ticketed venue for either a cultural, concert or live performance event or events on The Meadows during the Edinburgh Festival period.

There has been a large event for a number of years on The Meadows as part of the Edinburgh Fringe. The Council now wishes to invite potential Producers to tender for use of The Meadows for 2015 Edinburgh Festival period with an option to extend for the Edinburgh Festival period of 2016.

For 2015, the event will be open to the public for the duration of 23 days or less (excluding Build / Strike) from 7th August 2015 to 30th August 2015.

The build period for the venue will be from 4th August 2015 to 6th August 2015; the venue will be fully operational and open to the public from 7th August 2015 until 30th August 2015. The strike period will take place from 31st August 2015 to 2nd September 2015 unless earlier terminated in accordance with the further provisions hereof or otherwise agreed between parties. All dates are inclusive.

The Concessionaire will be permitted to adjust the build / strike period subject to the councils consent.

0 SCOPE OF SERVICE

The Council requires that the event fulfils the following specification and conditions:

- The venue can be either fully covered, open air or a mixture of both. The concessionaire must be considerate to local residents and mitigate noise pollution accordingly;
- The venue must provide adequate seats and/or adequate standing space for all customers including disabled access;
- All performances or events must take place within the confines of the boundary;
- Opening times will be subject to agreement with the council;
- The concessionaire must specify ticket office arrangements at the site/elsewhere and opening times at the site;
- The venue must be enclosed by fencing or barriers with entry and exit points (including emergency access) clearly defined;
- A bar is permitted within the venue if the event is ticketed and the correct licences have been applied for and granted;
- The venue must provide toilet facilities, including disabled toilet use in accordance with legislation;
- Subject to instruction by the Council, the successful concessionaire will be responsible for supervising and controlling all persons present within the site and their exit and entry to and from the site;
- The successful concessionaire shall ensure the provision of an adequate number of attendants, stewards and officials trained to the satisfaction of the Council to ensure compliance with the terms of the Contract, the safety of all persons present in the venue and the immediately surrounding area and the preservation of order therein during the term of the Contract;
- The successful concessionaire shall ensure that all gangways, roads, approaches, pathways, passages and any other such means of access in or to the site are at all times kept free from

obstruction so as to ensure ready access for the emergency services (Police, Fire, Ambulance, etc.);

- Access to the site for build/strike periods is restricted to the George Square entrance. Vehicles will not be permitted to drive on and off the site except during the build/strike period;
- Suitable Tracking or other protection must be used;
- Light vehicles will be permitted to the site for the daily deliveries such as refreshment/ supplies delivery or for emergency repairs and maintenance only. These must take place between the hours of 9-11am;
- The successful concessionaire shall observe all reasonable instructions of the Council regarding taking precautions to prevent damage to any surface and make good of any damage incurred to the site and in that respect the successful concessionaire shall make payment to the Council no later than 14 days prior to the commencement of the build of the sum of £15,000.00 by way of reinstatement bond. The Council reserves the right to recover above this should site repairs be more than £15,000.00. The Council shall refund to the successful concessionaire after the expiry of the Period of Use in 2015 such balance of the reinstatement bond as remains after having reinstated any damage;
- The successful concessionaire will be permitted to advertise the name of the event or events on the outside of the venue. All other advertising is subject to the Council's consent and the council's advertising partnership;
- The Council is working with its advertising partners to prepare the Fringe advertising for 2015 and 2016. Dependent on the outcome of discussions with the Council's advertising partners, the successful concessionaire may be given the opportunity to work with the Council's advertising partner to have advertising as part of the venue. The commercial arrangements for any advertising will be agreed separately with the advertising partner and the successful concessionaire including revenue. The supplier will be required to cooperate with the advertising partner to ensure that any agreed advertising fits within the Fringe advertising scheme across Edinburgh.
- The successful concessionaire shall not use smoke machine, pyrotechnics, helium balloon, strobe lighting or laser lights without the prior consent of the Council;
- The successful concessionaire shall vacate and return to the Council the site by the date and time of expiry detailed in the Specification in order that the Council may have full and unimpeded use of the entire site from this date and time and in such a state that no further works require to be done by the Council before the entire site may be opened for use to the public in a thoroughly safe and tidy condition. Should the site be left in a dirty, untidy or unsafe condition, in the sole opinion of the Council, the Council shall itself clean or make safe the site, pay for such costs and shall be entitled to recover from the concessionaire the cost of such cleaning;
- The successful concessionaire 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 successful concessionaire are fireproofed to the satisfaction of the Firemaster and provide relevant safety certificates;
- The successful concessionaire shall at all times comply with the requirements laid down by the Council's Department of Environmental Services with regards to noise levels both for the purposes of build/strike periods and for the actual event;
- The successful concessionaire will be required to specify lighting arrangements for the purposes of ensuring the health and safety of all visitors and performers at all times whilst inside the venue, Illumination of the venue for the purposes of decorations and emergency lighting provisions and provide relevant safety certificates. Chinese lanterns are not permitted.

- The successful concessionaire shall observe all reasonable instructions of Council employees regarding the day to day running of the Meadows;
- In performing its obligations in terms of the Contract, the successful concessionaire 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;
- Not less than 6 months prior to the Event the successful concessionaire shall engage with the Council through the Events Planning and Organising Group to confirm the arrangements for the Period of Use by the Concessionaire of the site and shall submit to the Council a detailed written programme of the delivery of the Services;
- Within The Meadows the successful concessionaire must agree measures to protect the trees (and canopies) and grass protection should be installed to protect grass areas;
- The successful concessionaire will be required to attend an Event Planning Operations Group (EPOG) to agree arrangements for Public Safety / traffic management and all other elements related to the safe delivery of the event at the Council. The Council reserves the right to amend the terms and conditions of the contract in line with the advice of the EPOG and will require final sign off through EPOG.
- The number of vehicles kept overnight is subject to reasonable negotiations with the Council. The Council will work with the successful concessionaire and Equalities Office to assess any impact on travelling performers and their families if required;
- At the end of the event the Council will require the successful concessionaire to meet with representatives to discuss its success and respond to the outcomes of any public consultation held. The Council may, at its discretion, ask the successful concessionaire to respond in writing to the outcome of any public consultation. If required, the successful concessionaire will work with the Council to agree areas of continuous improvement as part of the Council's decision to extend the contract for 2016.

Location

The event area to be utilised within the Meadows for the successful event is detailed within the document - Meadows events area.pdf.

1 PRICING MODEL

The Council will expect a lump sum rental fee as well as a percentage share of the income generated from the event for each year.

Your lump sum rental fee and percentage gain share should be based on the following information:

- a) Any income generated up to and including £250,000.00 will be subject to the lump sum rental fee offered within the Pricing Schedule only.
- b) The percentage gain share revenue will take effect for all revenue above £250,000.00. Any income generated in excess of the gain share revenue threshold will be subject to percentage share offered within the Pricing Schedule.

For evaluation purposes, please provide your maximum estimated income from the event you have proposed. This will be used to calculate your estimated gain share to the council.

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

Payment Terms

The council require 25% of the lump fee (offered within the Pricing Schedule) will be paid 8 weeks prior to the start date of the concession. All further payments due to the council will be received no later than 30th September 2015.

There will be an open book audit procedure defined with the successful concessionaire. There will be a requirement for the successful concessionaire to produce all ticket receipts at the end of the concession period.

End of Schedule A