

STANDARD TERMS AND CONDITIONS OF USE – PUBLIC SPACES

(V2: 281124)

Where the Council considers a ‘Licence to Occupy’ agreement is required for your use of its space, the undernoted terms will be superseded by the terms of that agreement.

1	The Organiser shall ensure that the event is covered by Public Liability Insurance. The insurance cover must indemnify City of Edinburgh Council from and against all actions, claims, losses and expenses whatsoever in respect of loss of life or personal injury or damage to property, howsoever caused, arising out of, or in any way attributable to, the act or default of the Organiser. Any such loss, damage, injury etc will be the responsibility of the Organiser. A copy of the Public Liability Insurance must be submitted to the Council four weeks prior to the date of the event.
2	The Organiser is responsible for producing a Medical Plan and completed Health & Safety Risk Assessment in line with the guidance laid out in the Guide to Health Safety & Welfare at Music and other events (The Purple Guide). Consultation with NHS Lothian and Scottish Ambulance Service is advisable.
3	The Organiser shall ensure that suitable arrangements are in place for managing any fire risk. This shall include, where necessary, a suitable and sufficient Fire Safety Risk Assessment, and may require approval by Scottish Fire and Rescue Service.
4	The Organiser shall ensure that, where necessary, a suitable Weather Management Plan is established and implemented to deal with inclement weather and high winds. This is particularly necessary where temporary structures are to be erected on site. Email publicsafety@edinburgh.gov.uk for advice and further information.
5	The Organiser shall be responsible for contacting Police Scotland to advise them of the proposed event. Any costs for policing must be met by the event organiser.
6	The Organiser is responsible for all stewarding of the event and where requested, producing a suitable stewarding plan, to the satisfaction of Public Safety, Licensing, the Events Team and/or Police Scotland.
7	In consultation with the Council, the Organiser shall ensure that appropriate access for emergency service vehicles is maintained at all times in and around their activities.
8	The Organiser must ensure that no vehicles, other than those for which specific permission has been given, are taken into the agreed event areas. The speed limit in event areas is 5 mph. The organiser is also responsible for ensuring that all vehicles with specific permission to enter event areas are compliant with the LEZ scheme or have been granted an LEZ exemption by the Council in advance. Please refer to LEZ guide for event organisers – The City of Edinburgh Council for more information.
9	All electrical equipment brought on site should be portable appliance tested and carry inspection stickers. The temporary electrical system must be planned, designed, installed and tested by a competent person and must comply with current legislation and BS 7671 and BS 7909 . A certificate of inspection and testing of the temporary electrical system must be provided prior to commencement of the event. Installation certification should also be available for all generators, which must be barriered to prevent public access to them. All sub-contractors, traders and performers should be notified accordingly. Any equipment not in compliance with the foregoing is likely to be deemed inoperable and may require to be removed from the event site.
10	The Organiser is responsible for payment of all costs associated with the provision, maintenance and removal of on-street power sockets, including the cost of the energy consumed by the Organiser’s electrical equipment. All electrical equipment must only be connected to a mobile supply unit supplied by The City of Edinburgh Council. Under no circumstance should electrical equipment be plugged directly into the buried on-street commando socket chambers.
11	The Organiser must contact Public Safety should the event involve any temporary raised structures that are 600mm or more above ground level. Structures that are intended to accommodate people that are 600mm or more above the ground will require a permit under Section 89 of the Civic Government (Scotland) Act 1982 . Email publicsafety@edinburgh.gov.uk for advice and further information.
12	The Organiser will be required to arrange the temporary removal and replacement of any street furniture in the event area or route, that impedes the event plan. This shall be at the expense of the event organiser and the method of removal must be approved by City of Edinburgh Council prior to the event. The Organiser must ensure that no

	equipment, e.g. fences, gates, bollards, seats etc., are dismantled or removed without the prior permission of an authorised officer. Email roads.events@edinburgh.gov.uk or publicspaces@edinburgh.gov.uk for advice and further information.
13	The Organiser shall be financially responsible for damage to the space resulting from their activities. Reinstatement of any space or infrastructure will be arranged by the Council directly and the Organiser will reimburse the Council for such works through payment of an invoice.
14	The Organiser shall ensure that refuse does not accumulate on the site and that all refuse and recyclable materials are removed appropriately from the site. Where necessary, the Organiser shall produce a Litter/Waste Management Plan to include times and methods of uplift of waste and recyclables from the site. Email waste@edinburgh.gov.uk for advice and further information.
15	Any refuse created, including leaflets/flyers, giveaway items or other, must be immediately collected and recycled as appropriate.
16	The event must not be advertised by fly-posting. Failure to comply with this condition may result in summary cancellation of the use. No refund of rent or fees would be provided.
17	If using a CEC Park, Greenspace or Cemetery the organiser is responsible for any charges, reinstatement bond or any additional costs incurred and can be invoiced directly to the address supplied.
18	The Organiser is familiar with the requirements of the Equality Act 2010, the Council's Park Management Rules, Tree Protection Policy and Recycling/Litter Management Policy and will adhere to them.
19	The City of Edinburgh Council reserves the right to alter the set layout of your event at any time, should ground conditions or any other circumstance so warrant.
20	The City of Edinburgh Council reserves the right to cancel the event in the case of exceptional circumstances, and/or if; a) instructions given by the Council are not adhered to by the Organiser 2) there is a unacceptable risk to public safety 3) [where the land being occupied is under the control of the Council] it is necessary to avoid irreparable damage to the ground, or where the condition of the ground is such that it is not be suitable for occupation 4) proceeding with the use during events deemed by the Council to be of local or national significance (including the death of a monarch) where the Council would be likely to suffer substantial or irreparable damage to its reputation. In these circumstances, City of Edinburgh Council shall not be liable for any costs incurred by the organisers in respect of the cancellation. Event Organisers should consider cancellation insurance. No refund of rent or fees would be provided.
21	The Organiser shall ensure that any industry code of practice or guidance in relation to noise abatement, as well as conditions stipulated by any statutory licence(s) or planning permission is adhered to. Where the event is not subject to a Public Entertainment Licence, the Organiser shall seek to minimise nuisance caused to any nearby sensitive premises, such as dwellings.
22	The Organiser is responsible for ensuring that all necessary Licenses, Orders and permits are obtained in relation to the event. This includes: Public Entertainment Licence, Market Operator's Licence, Liquor Licence, Road Closure Order, Section 89 Permit, etc. Contact 0131 529 4208 for advice and further information
23	Where the event is subject to statutory licenses required under the Civic Government Scotland Act , the organiser shall ensure that all conditions attached to any license are fully complied with (where the event has elements including noise emission, public toilet provision should be referred to Public Safety to be calculated in accordance with appropriate guidance and British standards). Contact 0131 529 4208 or licensing@edinburgh.gov.uk for advice and further information.
24	The Organiser is responsible for contacting Roads Events Team, where the event involves any traffic management, including the closure of any road. There are costs associated with these services. Please review the criteria for further information regarding fees/charges for your event. Email roads.events@edinburgh.gov.uk for advice and further information.
25	Where an event requires the closure of a road which forms an established route for cyclists, the event organiser must provide details of the considerations have been made in relation to this and any temporary arrangements that are planned. This must be authorised in writing by the Roads Authority prior to any closure or changes being implemented.
26	The event organiser shall supply the Council, on request, a programme/plan showing the position of where deliveries and parking during the build/event/de-rigging phases of the event are to be located. Permission to use ground/public spaces and access roads for unloading/loading/storage of material must be obtained from the relevant landowner. All necessary permits/TTROs to be applied for and in place, prior to the arrival on site. Timescales and relevant fees for the various permits/TTROs can be supplied on request.
27	Should an event organiser require the use of/access through a Council owned asset such as an automated or removable bollard or gate, then permission must be sought from the council. For certain locations, other than Festival Square or Conference Square, access arrangements may require the use of a key. A refundable deposit is charged per key. Email roads.events@edinburgh.gov.uk or publicspaces@edinburgh.gov.uk for advice and further information.

28	<p>The Organiser shall be responsible for obtaining any appropriate permissions in terms of The Land Reform (Scotland) Act 2003, to exempt land from access rights, where necessary.</p> <p>Email the Council's Outdoor Access Officer at outdooraccess@edinburgh.gov.uk for advice and further information.</p>
29	<p>The City of Edinburgh Council is required by legislation to ensure that publicly owned venues and resources do not provide a platform for extremists and are not used to disseminate extremist views. We will not allow any of our publicly owned venues, including schools and community centres, to be used by any party, individual or group that would be in conflict with our duty under the Counter Terrorism and Security Act (2015).</p>
30	<p>The Organiser confirms that they will comply with their legal duties under the Protection of Children (Scotland) Act 2003, including the requirement to ensure that anyone working with children during the Term is not barred from so doing.</p>
31	<p>By submitting an application form, the Organiser agrees that the Council shall be entitled to use all data supplied by the Organiser, including personal data, to fulfil any and all functions required in association with this event and any ancillary obligations as required by the Council. Data may be transferred to our partners, agents, service providers, advisers, contractors, banks or other funders and purchasers (prospective or otherwise), guarantors of the Organiser (prospective or otherwise) anywhere within the European Economic Area for any legitimate purpose, or to such others as may be required by law or in connection with legal proceedings. Email the Council's Data Protection Officer at DataProtection.Officer@edinburgh.gov.uk for advice and further information.</p>