

Public Space Management Plan

Example STANDARD TERMS AND CONDITIONS OF USE - PUBLIC OPEN SPACES

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 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	The Organiser shall ensure that access for emergency service vehicles is kept clear at all times. (4 metres wide) The Organiser must ensure that measures are taken to minimise public congestion caused by the event.
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.
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 must contact Public Safety should the event involve any temporary raised structures that are 600 mm 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.
11	The Organiser must ensure that no assets or street furniture, e.g. fences, gates, bollards etc., are modified, dismantled or removed without the prior permission of an authorised officer. Email 'add name'@edinburgh.gov.uk for advice and further information.
12	The Organiser shall reinstate any damage to the space resulting from their activities. Should the Organiser fail to satisfactorily reinstate the area, a charge for same shall be payable by the Organiser. Reinstatement of any space or infrastructure may be arranged by the council, with cost being payable by the Organiser. (For Festival Square, reinstatement will be carried out by the Council and charged to the event organiser).
13	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 'add name'@edinburgh.gov.uk and 'add name'@edinburgh.gov.uk for further advice.

14	Any refuse created, including leaflets/flyers, giveaway items or other, must be immediately collected and recycled as appropriate.
15	The event must not be advertised by fly posting. Failure to comply with this condition may result in summary cancellation of the event. No refund of rent or fees would be provided.
16	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.
17	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.
18	The City of Edinburgh Council reserves the right to alter the set layout of an event at any time, should ground conditions or any other circumstance so warrant.
19	The City of Edinburgh Council reserves the right to cancel the event in the case of exceptional circumstances. 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.
20	The Noise Council's Code of Practice on Environmental Noise at Concerts requires to be complied with in addition to any public entertainment licence conditions associated with the event. 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.
21	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. No event can take place until all such Licences, Orders, Permits and Permissions have been granted and the event has been approved in writing/email by the Council's events management team. Contact 0131 529 4208 for advice and further information
22	Where the event is subject to 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
23	The Organiser is responsible for contacting Road Events Team, where the event involves any traffic management including the closure of any road. Email 'add name'@edinburgh.gov.uk for advice and information.
24	The Organiser shall be responsible for obtaining any appropriate permissions in terms of The Land Reform (Scotland) Act 2004 , to exempt land from access rights, where necessary. Contact the Council's Estates Team 0131 529 5828 for advice and further information
25	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)
26	The organiser is familiar with the requirements of the Protection of Children (Scotland) Act 2003 and has a legal duty to ensure that anyone recruited in a "child care position" has not been placed on the Disqualified from Working with Children list.

Draft additional T&Cs	
A	Applications to hold an event will not be considered, and permission to hold an event will not be given unless the event application process has been followed. Provisional bookings will not be considered unless the event application process has been followed.
B	It is the responsibility of the Event Organiser to address any complaint and contact received that directly relates to their event and to inform the Council of the nature and number received.
C	