

Leicester City Council

Circus Sites Victoria Park, Leicester

Invitation to Tender



23 January 2013.

Re:SBAF01

Invitation to Tender for:

Circus Sites, Leicester 2013 - 2015
(Dates to be proposed for 2013 - Duration: 6 days)

No Animal Acts

Contents

1. Introduction
2. Specification

Date of Invitation to Tender: 23 January 2013

Tender return date: 4th February 2013

INVITATION AND INSTRUCTIONS TO TENDERERS

INTRODUCTION

In 2013 Leicester City Council intends to host 1 or 2 animal free circuses at Victoria Park, Leicester. Victoria Park is 69 acres and lies approximately one mile south of the city centre. The park is well known and a popular venue for live entertainment within the City. It has a car park adjacent to the park and is within walking distance of the City Centre car parks.

A premises license is held by Leicester City Council, which gives provision for entertainment between the hours of 9am and 10pm. Please note that no provision is made within the licence for the sale of alcohol.

1. You are invited to submit tenders for the following circus:-

To hold one or two circuses at Victoria Park, Leicester in 2013 (dates to be proposed) for a duration of six days each.

Tenderers are invited to state their preferred dates in the tender application form and should note that acceptance of any tender will be conditional upon agreement of dates which are suitable to the Council.

The closing date for submission of tenders is 17.00 Monday 4th February 2013.

Successful Tenders need to enter into a contract on the Council's standard terms and conditions of contract and undertake activities in accordance with the Specification. The contract will be for a 3 year period with a break clause which will enable either the Council or Circus Provider to terminate the agreement subject to one month written notice.

The tender figure is to relate to a 6 day duration period. It is anticipated the amount will be increased / adjusted annually in line with the CPI index.

2. The following Contract Documents are enclosed with this Invitation:-

- RFQ
- Tender and Tender Application Form
- Specifications
- Site Plans

3. To tender for this Contract you must complete in full the RFQ and Tender Response document and send to:-

Contact Name: **Punit Modi**

Leicester City Council (LCC),
B6, New Walk Centre,
Welford Place,
Leicester LE1 6ZG

Telephone Number: **0116 252 8911**
Email: procurementquotations@leicester.gov.uk

The documents must be sent in the envelope provided which must bear no mark to indicate your identity.

4. By submitting a tender you will be taken to agree that:
 - your tender will remain open for acceptance for a minimum period of 2 calendar months from the closing date;
 - your tender is an unconditional offer which remains open for the Council to accept for that period; and
 - if your tender is accepted you will within 14 days of being requested to do so duly execute and return to the Council the Agreement and any other documents required to give effect to the Contract.
5. The Form of Tender, Tender Application Form and EMAS Method Statement must be completed in full. All documents requiring a signature must be signed:
 - where the tenderer is an individual, by that individual;
 - where the tenderer is a partnership, by at least two duly authorised partners;
 - where the tenderer is a company, by two directors or by one director and the company secretary.

The Council will retain all documents supplied by you as part of your tender application.

6. If you have any queries about the Contract Documentation which might have any bearing on your tender you should raise these with Council as soon as possible in writing only and not less than ten working days before the closing date. Where such a query is made the Council will circulate a copy of the query and its written reply to all tenderers but will preserve the anonymity of the enquirer.
7. Notwithstanding paragraph 6 above, all tenderers must note that any attempt to canvass any Member or Officer of the Council about their tender or any attempt to obtain confidential information about the contract from anyone associated with the Council or from any past or present contractor to the Council is likely to lead to their tender being rejected.
8. You must return all papers supplied by the Council with your tender. Even if you decide not to submit a tender you should return all papers to the Council by the closing date. You must not without the Council's written consent use for your own purposes or disclose to any other person (except as may be required by law) any information or material enclosed within this invitation or Contract Documents or subsequently made available to you by the Council.
9. It is presently the Council's intention to host one "big-top" circus annually but tenderers should note that the Council reserves the right to review this decision at any time. The Council cannot guarantee that similar events will not be held either within or without the City of Leicester boundaries. The Council also reserves the right to change the circus venues where necessary for health and safety or other operational reasons.

11. Tendering Evaluation

The Council will evaluate tenders on the basis of what is the most advantageous to it in providing a quality circus and value for money, and consideration will be given to the degree of innovation in the show and to the operator's record in dealing sympathetically with the concerns of host local authorities and local residents.

Tenderers should note that the Council is not obliged to accept the highest or any tender. The Council reserves the right to eliminate at any stage tenders it considers to be too high to be credible or too low to be acceptable.

12. Freedom of Information

The Council is required to disclose information in accordance with the Freedom of Information Act 2000. This may include information that we hold and has been supplied by you as part of your tender bid or, if successful, in performing the contract. If the Council receives such a request for information we shall usually consult with you before making a decision as to whether to disclose the information or not. In any event we suggest that in returning your tender bid that you indicate which parts, if any, you consider to be commercially confidential.

SPECIFICATION

VICTORIA PARK

1. Opening Times

(Note that these dates may be changed at the discretion of the Council)

1.1 The opening and closing dates shall be:-

Victoria Park

6 consecutive days during 2013 (dates to be proposed)

1.2 Access to the Site to enable the Contractor to erect the Circus shall be permitted from:-

2 days prior to the day of first performance

1.3 The Contractor shall leave the Site by no later than:-

Victoria Park

The day following the last performance and shall ensure that no tents, caravans, equipment or vehicles shall be left thereon.

1.4 The Site shall be open to the public from 60 minutes before the commencement of each Circus performance until 30 minutes after the close of each performance.

2. Site Layout and Plans

2.1 The approximate position, shape and dimensions of the Circus Site are shown on the Site Plan. In the event of any query by the contractor concerning the precise details of the site the Contractor should notify the Corporate Director of Regeneration & Culture for clarification.

2.2 Not later than one month prior to the first performance of each year, the Proprietor shall

prepare and deliver to the Corporate Director of Regeneration & Culture (i) a Layout Plan on which shall be distinctly shown the position proposed by the Contractor for each tent, enclosure, caravan or other thing which is to be placed or erected within the Site or its vicinity, and (ii) a Safety Plan showing details of the safety arrangements; including seats in each block, gangways, guard-rails, handrails, and means for protecting exit-ways so that they are not obstructed by poles, guy ropes, pegs or any other item.

3. Contractor's Representative

Each year and not later than 7 days before entering the Site the Contractor shall nominate a Representative who will be available from the time of entering the Site until the Site is cleared and who will be the person-in-charge for the purpose of receiving instructions or recommendations from or making requests to the Council via the Council's Corporate Director of Regeneration & Culture (who may delegate his authority to another Council Officer by giving written notice thereof to the Contractor or the Contractor's Representative); the Contractor's Representative shall have the like power, provided he gives reasonable written notice of any such delegation.

4. Entry to Site

4.1 The Contractor and his servants or agents shall not commence entering the Site:-

4.1.1 if the Contractor has failed to carry out all the pre-entry obligations, and

4.1.2 without the prior authorisation of the Corporate Director of Regeneration & Culture

4.2 The Contractor's vehicles must enter and leave the Site only by the route(s) shown on the Site Plan.

4.3 Subject to the above, the Contractor may not enter the Site or to commence setting up the Circus prior to the dates and times (if applicable) shown above.

4.4 Where the Site is an enclosure which is locked to the public after hours, the Contractor must obtain a key from the Corporate Director of Regeneration & Culture and will be responsible for the safe keeping and return before final departure. The Contractor shall take all reasonable measures to prevent unauthorised entry after hours by members of the public or by vehicles.

5. **Fencing and Barriers**

Before the Circus is opened to the public the Contractor shall supply and erect adequate barriers in the positions shown on the Site Plan. Caravans and other vehicles forming part of the Circus shall be parked in the areas shown on the Site Plan. The barrier to enclose the Site shall be safe and fit for purpose and at a distance of not less than 7m from the perimeter of the Circus Tent, and shall be provided with openings having an aggregate clear width at least equal to the total width of all the exits from the Circus Tent.

6. Water and Electricity

The Contractor shall provide adequate supplies of water to the Site for the purposes of the Circus including the needs of his employees and the public. He will also provide an adequate supply of water for fire fighting and shall ensure that fire appliances have an unobstructed access to these supplies. The Contractor shall pay the charges of the relevant Water Authority in connection with such supplies. The Contractor will also pay all charges made by the relevant Electricity Company in connection with the supply of electricity for the Circus.

7. Public Address System and Noise

7.1 The Contractor shall provide and maintain ready for use at all times when the Circus is open to the public, sufficient fixed apparatus for making amplified public announcements clearly audible in all parts of the Site. The said apparatus shall be used for the purpose of maintaining good order and safety at the Circus and for no other purpose and shall always be available during the presence of the public, ready for use by any person having cause to use the same for such purposes and for lost person announcements. Amplification of music or speech for the purpose of the Circus may be allowed inside and amplification of speech only outside the Circus Tent.

7.2 Noise levels from any amplified speech or music on the Site shall be such as not to cause annoyance to nearby residents or businesses and in any event average noise levels at the Site boundary shall not be greater than 10 dB(A) above the background level which is , or if not so quoted, the noise level that is exceeded for 90% of the

measurement period, when measurement is carried out over the corresponding times on any day or days during the month preceding the holding of the Circus, or during the holding of the Circus when there is no amplified speech or music. The Circus shall, on being so required by any Council Officer carrying out the noise measurement, cease amplified speech and music for a reasonable period at a reasonable hour for the purpose of carrying out the appropriate measurement.

7.3 All engines shall be fitted with the most efficient silencers available and practicable, and no unduly noisy machinery or other thing shall be used or operated.

8. Toilets

8.1 The Contractor shall provide for the use of his employees, performers and other persons resident on the Site suitable and sufficient sanitary conveniences at the Circus and shall be responsible for their regular emptying, all to the satisfaction of the Council's Chief Environmental Health Officer. The Contractor shall also make adequate provision for the emptying of the sanitary conveniences, the cost thereof to be paid by the Contractor as it occurs.

8.2 The Contractor shall at no charge provide sufficient temporary sanitary conveniences, with an attendant, and provide for their regular emptying, all to the satisfaction of the Chief Environmental Health Officer. The attendant shall be continuously on duty from 30 minutes prior to each performance until 15 minutes after the conclusion of each performance

9. Lost Persons

The Contractor shall provide a point for the reception of and making of announcements about Lost Persons, and ensure by announcement that its whereabouts are made known to the public.

10. Site Layout

The Circus shall be laid out so as to allow easy access to all parts of the Site and leave ample space for all persons in the Circus Tent and elsewhere on the Site to evacuate the area in the event of a fire. No tent, caravan, enclosure or other thing shall be placed or erected in any position other than that approved or appointed pursuant to Clause 2 hereof.

11. Circus Tent Exits

11.1 A sufficient number of exits available to the public shall be provided in the Circus Tent walling in an appropriate safe manner and in suitable positions. The exits shall consist of framed openings having a clear width of not less than 1.5m and shall be at least as wide as the gangways which lead to them and 2m in height with the head over the opening painted or masked with a light colour. If flaps are provided they shall be in the form of inherently non-flammable curtains parted in the centre, and hung loose so that they can be readily drawn aside and opened outwards, and must not trail on the ground or conceal exit notices.

11.2 The main entrance to the Circus Tent and all exits shall be clearly sign-posted EXIT in block letters not less than 30cm high. All gangways and exits shall be kept well clear of obstructions.

11.3 The line of exit between the Circus Tent and peg lines shall be fenced.

12. Parking of Vehicles and Generators

No petrol-engined vehicle shall be driven or parked within 15m of the Circus Tent during the presence of the public except that mobile generators (heater-blowers) or other vehicles required in connection with the performance may with the Director of Environment, Regeneration and Development's prior consent be stationed not less than 5m from the Circus Tent. Parking of vehicles in lines between tents shall be prohibited.

13. Refreshments

13.1 Any arrangements for the preparation or service of refreshments shall be to the satisfaction of the Corporate Director of Cultural Services and Neighbourhood Renewal and shall be provided outside the seating area of the Circus Tent.

13.2 The Contractor shall not sell or grant concessions for the sale of Ice Cream on the Site.

14. Damage to Site

14.1 The Contractor shall provide drip trays under all motor vehicles and take all precautions necessary to ensure that spilling or leaking of fuel, oil or grease onto the Site does not occur. He shall take like precautions to ensure that waste from caravans does not spill on to the Site, and shall make necessary arrangements for the disposal of all waste materials, litter and debris of any kind.

14.2 No vehicle is to enter or stand on the Site except on pneumatic tyres.

14.3 Any damage to or interference with the surface of the Site or its environs or any trees thereon shall

be kept to a minimum. If the Circus is set up during a spell of dry weather the ground shall be adequately wetted before any tent is erected. Temporary Roadway is to be laid by the Contractor for access on to the site, costs for this to be covered by the Contractor.

15. General Safety

The Contractor shall not permit the public to be present in the Circus Tent or any other tent unless it is safe to do so in that:-

- 15.1. it has been properly erected and adequately supported and secured and can safely withstand any weather conditions likely to occur, and
- 15.2 all requirements herein relevant to safety are fully complied with.

16. Seats, etc

- 16.1 All gangways, steps or other means of access for the public must be free of obstruction, of safe and adequate design and sound construction and must not be split or in a defective condition.
- 16.2 All bolts, hoops, or other securing or fixing means or devices must be sound and kept secure at all times.
- 16.3 All lifting tackle, ropes, cables and supports must be in sound condition, and must not be used for loads close to their safe working limit without safely having been tested to a load 20% greater than the safe working load immediately before use.

- 16.4 All seats and seating arrangements must be constructed, erected and maintained in a manner capable of supporting the numbers of persons who may be expected to sit upon them, with an adequate margin of safety, and be securely fixed.
- 16.5 Straw, sawdust or other combustible materials shall not be used to cover floors beneath seats or stands and straw bales shall not be used as barriers inside any tent. During dry weather the ground beneath the seating shall be well dampened before the seats are erected and kept damp.
- 16.6 Spaces beneath the seating in the Circus Tent shall be kept clear of paper and rubbish and litter and shall not be used to store combustible materials but shall be inspected and cleaned after each performance and inspected regularly during each performance to prevent fires occurring.

17. Combustible Materials

- 17.1 Hay, straw and similar combustible materials which are necessarily kept in any tent and which are not required for immediate use shall be contained in metal receptacles with properly fitting covers. The main stock of such materials shall be kept well clear of any tent to the satisfaction of the Corporate Director of Regeneration & Culture.
- 17.2 Stocks of oil, gas, other flammable liquids and combustible materials shall be kept well away from the main tentage and areas accessible to the public in positions and under storage

methods to the satisfaction of the Corporate Director of Regeneration & Culture.

18. Fire Precautions

- 18.1 The Contractor shall take all necessary precautions to prevent the outbreak of fire and observe all statutory or other regulations in this connection. He shall consult the local Fire Authority as to the disposition of his vehicles and structures and to his general arrangements for the prevention of fire and shall comply with and put into effect all the recommendations made by the said Authority. Adequate routes of access to the Site between vehicles, caravans and tents at least 5m wide and with an overhead clearance of at least 5m shall be always available for fire brigade appliances. Fire equipment shall be kept at fire points situated in the main access lanes and shall be conspicuous. Instructions for their use shall be kept posted beside them.
- 18.2 Fire fighting equipment in good working order, and appropriate to the type of fire likely, and in sufficient numbers shall be placed at tent exits and other places as is necessary to comply with safety requirements. Partially discharged fire extinguishers shall not be permitted.
- 18.3 The Contractor shall at the outset name to the Corporate Director of Regeneration & Culture the person who shall act as Circus Fire Officer who shall be a responsible person and extinction who shall be on duty while the public are present and shall maintain a continuous patrol of the whole Site.

18.4.1 All staff and officials shall be fully instructed by means of written instruction and understand the action specifically to be taken to ensure the safety of the public in the event of fire or other emergency at this Site and:-

- (a) how, when and from where to call the fire brigade and, where appropriate, other emergency devices to the Site;
- (b) how to organise the evacuation of the Circus Tent in an orderly manner and as quickly as possible; and
- (c) how to attack a fire with the fire appliances available pending the arrival of the fire brigade.

18.4.2 Each day before opening the Site to the public, the staff shall carry out pre-arranged fire drill approved by the Chief Fire Officer for Leicestershire and/or the Corporate Director of Regeneration & Culture, and a register shall be kept recording what was done, which shall be signed by the Circus Fire Officer or another responsible person.

19. Fireproof Materials

19.1 The roof walls and all other parts of the Circus Tent shall be of enduringly flame-proofed materials to comply with appropriate British Standards and Codes of Practice.

19.2 Any tent other than the Circus Tent shall be sited at least 12m from the main tent and any wardrobe caravans used for the purpose of the Circus performance shall be sited at least 6m from the Circus Tent and any necessary covered connection with the Circus Tent shall be of non-combustible, inherently non-flammable or flame-proofed material to the satisfaction of the Council.

19.3 Curtains, hangings and draperies in or near the Circus Tent shall be of inherently non-flammable or enduringly flame-proofed materials except that those used in connection with individual acts or items in the Circus performance may be treated to render them non-flammable and shall be so maintained.

19.4 Any Polyurethane or Polystyrene foam in or near the Circus Tent shall be of the non-flammable/self-extinguishing type.

20. Smoking

Smoking shall be prohibited in the Circus Tent and in any other tent used for storage purposes. Conspicuous NO SMOKING notices shall be exhibited throughout every tent affected.

21. Fireworks and Flames

21.1 Effects, lanterns and other things the exposed surface of which is liable to attain a high temperature in normal operation shall be spaced at least 3m from the fabric of the Circus Tent, and adequate preventative measures be taken if the radiant or convected heat therefrom would otherwise raise the temperature of the fabric beyond 100°C.

21.2 No firework display shall be given and no fireworks shall be let off nor shall any open fire be lit on any part of the Site or its environs.

21.3 Real flames or explosive materials shall not be used in connection with a Circus performance unless the prior written consent of the Corporate Director of Cultural Services and Neighbourhood Renewal has been obtained. Application for such consent shall be made in writing at least 28 days before the first performance in which it is desired to use these.

22. Lighting and Heating

22.1 In the absence of adequate daylight and in any event after sunset, the interior of the Circus Tent, the Exit ways therefrom and the exit routes from the Site shall be illuminated sufficiently well for the public to see their way out at any time by lighting the power for which shall be supplied automatically and virtually instantaneously from a separate, independent power source in the event of failure of the main power supply. The EXIT signs must be clearly lit so as to be easily legible, and shall remain lit until all members of the public have left the Site. The two power supplies shall be so separated that an accident affecting one is unlikely to affect the other.

22.2 Any proposed space heating installations shall be safe and appropriate and details thereof shall be submitted for the Council for comment.

22.3 Sky beams, searchlights, lasers or any other form of light pollution as referred to in section

9.38 of the Local Plan, will not be allowed outside of the venue.

23. Attendants

23.1 At least one competent uniformed attendant of not less than 16 years of age, who must be trained in and familiar with emergency evacuation procedures, shall be constantly stationed at every exit from the Circus Tent during a performance. Similar attendants shall be stationed at any exit gate which is kept closed in the barrier enclosing the Site.

23.2 The attendants shall also be responsible for keeping good order and shall summon the Police promptly if disorderly conduct occurs, and cannot be adequately dealt with on the spot.

24. Electricity Safety

24.1 The electrical installation shall comply with the standards of the current edition of the Regulations of the Institute of Electrical Engineers. Protection shall be provided for any wiring susceptible to mechanical damage and all wiring, accessories and apparatus shall be spaced well away from the fabric of the Circus Tent and shall be out of reach of the public. No device, apparatus or cable accessible to the public shall operate at voltages greater than 110 volts.

24.2 The Contractor shall take all such steps as may be necessary to prevent electrical shock, fire or explosion caused by electricity, and shall ensure that no electric cable is laid upon the ground without means of protection adequate at all

times to prevent damage to the cable from vehicles and pedestrians.

24.3 The Proprietor shall ensure that all potentially dangerous parts of generators, machinery and apparatus are at all times securely fenced and placed at a safe distance from the tents, and that all generators and switchboards are operated at all times only with efficient overload protection of a fire and explosion-proof type.

24.4 The precautions taken to protect the public from injury caused by any part of the mechanical or electrical installation shall be fully compliant with the latest IEE and other regulations and also in addition be to the reasonable satisfaction of the Council.

25. Admission of Officers

Admissions shall be given to authorised officers of the Council at all reasonable times to the Site, the Circus Tent and any other tent or structure on the Site.

26. Opening Hours

The Circus shall be open to the public only during the hours shown in clause 1 above.

27. Nuisance and Offence

27.1 The Circus and all operations in connection therewith shall be conducted in an orderly manner and shall not cause or be such as to be likely to cause annoyance or disturbance to any occupier of neighbouring property or to any person using the adjoining streets or highways.

27.2 No show or entertainment of an indecent or offensive nature shall be given, and no animals of any kind and no deformed humans or other

freaks of nature shall be displayed whether living or dead.

27.3 The Contractor shall ensure that he and all his employees behave in a polite and courteous manner and refrain from behaviour likely to cause offence to employees of the Council or the general public, and are not under the influence of drink or drugs when on duty.

27.4 The Council shall be entitled to require the Contractor to remove from the performance and carrying out of the Agreement any of its employees, officers or sub-contractors whose behaviour is disruptive, disturbing or likely to cause offence to the Council, its employees or the public and where the Council has received a valid complaint.

27.5 If the Corporate Director of Regeneration & Culture issues a Notice prohibiting any operation, show, act, exhibition or entertainment which he considers is or is likely to be offensive to the public, or is causing or likely to cause the annoyance described in (a) above, failure to comply with the Notice shall be a repudiation of the Agreement.

28. Advertisement

28.1 No advertisements of any kind (including banner or flag advertisements) shall be displayed upon the Site (other than advertisements of the Circus itself) without the prior written consent of the Council. Any advertisement in connection with the Circus, and times of Performances wherever displayed, must be approved

beforehand by the Corporate Director of Regeneration & Culture.

28.2 If any posters or other advertisements advertising the Circus are not approved, or are displayed other than on an approved place, the Council shall remove these at a charge of £20 each, and the Contractor is reminded of his liability, separately, to prosecution for fly posting.

29. Cleansing

The Contractor shall ensure that:-

29.1 the floor entrances of the Circus Tent shall be cleared of rubbish and litter before the admission of the public to each performance;

29.2 all the parts of the Site and its environs used in connection with the Circus are cleansed daily and in accordance with the Bylaws daily;

29.3 a sufficient number of non-combustible receptacles, with properly fitting covers, shall be provided to the satisfaction of the Corporate Director of Regeneration & Culture for the reception of rubbish and litter particularly in connection with the service of any refreshments;

29.4 caravans used in connection with the Circus are provided with sufficient suitable refuse storage bins;

29.5 all refuse and litter shall be removed daily at the cost of the Contractor and to the satisfaction of the Corporate Director of Regeneration & Culture; and

29.6 all public and private roads and footpaths are kept clean and free from mud carried from the Site. Vehicle tyres to be cleaned prior to coming off grass onto roadways / pathways.

30. Time of Leaving

The Site is to be cleared of all tents, caravans, apparatus and other things belonging to the Circus by the time and date stated in clause 1 above. No work of erecting, altering or dismantling shall be done on any day before 7am or after 10.30pm (except that dismantling may take place until midnight on the day of the last performance). In the event of bad weather conditions the hours for erection or removal of the Circus as provided above may be extended by agreement with the Corporate Director of Regeneration & Culture.

31. Litter and Damage

31.1 At the conclusion of the Circus, the Site and its environs shall be left in a clean, safe and tidy condition, free of broken glass, litter and refuse and the Contractor shall make good to the satisfaction of the Director of Regeneration & Culture any damage to the surface of the Site and its environs arising directly or indirectly from the conduct of the Circus or the removal thereof or from vehicles entering and leaving the Site or from the actions of persons visiting the Circus or the Contractor's employees or agents. The Council shall be entitled to employ others or to carry out the work itself and recover the cost thereof (including their administrative costs) from the Contractor if, in the reasonable opinion of the Corporate Director of Regeneration & Culture, the Proprietor has to any extent delayed or failed to carry out these obligations. There shall be a joint site meeting between the

Council and the Contractor after the final performance each year and before the Contractor leaves the site.

31.2 On the issue of a certificate by the Corporate Director of Regeneration & Culture to the Contractor which details how the Contractor is in breach and how the said costs or any other loss or expense were or will be incurred by the Council, it may deduct the said costs or other sums from the Deposit monies before returning the remainder thereof to the Contractor. Deposit monies shall be repaid to the Contractor no later than three calendar months after each annual closing date.

32. Hygiene

The Contractor and his servants and agents shall observe and comply with the requirements of all relevant regulations and legislation relating to hygiene, health and safety in respect of any stalls, vehicles or other premises where food is prepared, stored or offered for sale or wherever such regulations and legislation are applicable.

33. Police

The Contractor shall not later than the fourteen days before the first performance ascertain from the Leicestershire Police at the relevant Police Station their requirements regarding the conduct of the Circus, the regulation of traffic or any other matter, and report these contemporaneously in writing to the Corporate Director of Regeneration & Culture and comply therewith, erecting such traffic direction signs as the Police may specify.

34. Indemnity against Damage

The Contractor shall indemnify the Council against claims by a Highway Authority (other than the Council)

or by any Water, Drainage, Gas, Electricity, Telephone or other services undertaker (“the services undertakers”) for damage to kerbs or footways, or to conductors or apparatus thereunder or under any part of the Site or its environs due or alleged to be due to the movement of vehicles or equipment or any activities in connection with the Circus and in particular any damage due to the driving of any stake, pin, pole or pile or other like object below the surface of the Site and its environs. It shall be the responsibility of the Contractor to enquire of the services undertakers as to whether and where any services undertaker’s apparatus is located under the Site or its environs and to take the necessary steps for avoiding damage to such apparatus. In relation to streets or highways for which the Council are the Highway Authority the Contractor will pay to the Council on demand the cost (as certified by the Director of Environment Group) of arranging for and repairing any such damage as aforesaid to the highway.

35. Skill Levels

The Contractor shall ensure that the Circus staff are properly trained for their tasks and that there are always sufficient staff employed on any one task to ensure that the Circus is always run safely and complies with the provisions of the Agreement for its entire duration.

36. Disputes

Where any dispute shall arise under the Agreement the Contractor and the Council shall in the first place meet to attempt to resolve the same.

37. Audit

The Proprietor shall provide the Council’s Director of Finance with any documents which may reasonably be required for audit purposes in connection with this Agreement.