

BROMSGROVE DISTRICT COUNCIL

CABINET

30TH JULY 2008

SPONSORSHIP OF ROUNDABOUTS AND OPEN SPACES

Responsible Portfolio Holder	Councillor Mike Webb
Responsible Head of Service	Phil Street
Key Decision	

1. SUMMARY

1.1 This report seeks approval to a proposed policy on sponsorship and advertising on roundabouts and open spaces developed by the Celebratory and Sponsorship Group.

2. RECOMMENDATION

2.1 That the policy on sponsorship and advertising on roundabouts and open spaces as set out in Appendix 1 to the report be approved and adopted.

2.2 That the Head of Legal, Equalities and Democratic Services be authorised to revise the wording of the Sponsorship Agreement contained within Appendix 1 as appropriate to ensure that it is expressed in clear language and that the legal position of the Council in event of termination of the agreement is protected.

3. BACKGROUND

3.1 Over the past six months a group has been emerging to co-ordinate celebratory events and sponsorship. The group draws its membership from across a number of service departments.

3.2 There is representation on the group from Culture and Community; Finance; Chief Executives Department; Planning and Environment and Street Scene. There are currently eight members of staff on the group.

3.3 The aims of the group are to co-ordinate the work associated with community events and to draw together those who are seeking sources of sponsorship. It was regarded as important that those seeking sponsorship should work in a co-ordinated manner. It would be counter-productive for different members of the Council's staff to approach the same sponsor.

- 3.4 The group was initially formed to identify means of supporting celebratory events for local residents. It was recognised that there is some expectation on the Council to promote community events and organise community wide celebrations. However, over the past few years budgetary pressures have meant that the Council has had to reduce certain elements of its expenditure on items such as Christmas trees, switching on of the Christmas illuminations and the Christmas lights themselves. It has also introduced charging for the Bonfire and Fireworks evening.
- 3.5 It is important to note that the Council has also increased expenditure on other aspects of community events such as street theatre.
- 3.6 However, it was thought important that the Council should maintain the trend with regards to improvements in its reputation. One of the factors that led to the formation of the group was that celebratory events are one of the ways that this can be achieved. The group is seeking to not only ensure the current range of community events is well managed and delivered. It is also examining new ideas for events.
- 3.7 Although the work of the group is at an early stage it has set itself a number of targets.
- 3.8 First, it wants to attract £80,000 of sponsorship in the current financial year. To achieve this the group is producing a sponsorship prospectus that contains information and details of a range of sponsorship opportunities. The plan is to present a relatively limited number of opportunities initially. This is a new area of Council activity, consequently it is planned to take a rather tightly controlled management approach in the first instance.
- 3.9 Second, it wants to produce a sponsorship offer so that sponsorship opportunities are categorised to enable potential sponsors to choose either a cluster of sponsorship opportunities or select a single sponsorship item. The proposal currently is to have the following cluster of opportunities:
- Platinum – This will focus on sponsors willing to look at £30,000 of sponsorship over a one year period. This will offer a variety of opportunities including at least one high profile event.
 - Gold – This will be for sponsors that want up to £20,000 of sponsorship for a year and will include a variety of sponsorship opportunities.
 - Silver – This will be for sponsors interested in up to £10,000 in sponsorship and will offer a variety of opportunities, but for not more than 6 months.
 - Bronze – This will be individual sponsorship opportunities up to £5,000 and for set periods of time normally associated with a single sponsorship type or opportunity.

3.10 These will be presented along with descriptions of the various options for sponsorship. These options will include opportunities to sponsor specific events or provision of community enhancements such as hanging baskets or planters.

3.11 Third, the group wants to define, describe and detail funding for the current various sponsorship opportunities. These will primarily be the opportunities for exposure that the Council can provide. It is being suggested that the key opportunities are:

3.12 Acknowledgement of support through introducing signs on barrel planters in highly visible locations;

- Promotional signs on road islands or open spaces at the side of main thoroughfares;
- Promotional signage on the refuse and recycling vehicles
- Signs on street lamps carrying Christmas illuminations and hanging baskets;
- Signage on the proposed new street market stalls;
- Banners on street lights on the entrance routes to the town centre and in the car parks.

3.13 Fourth, the areas it is hoped sponsorship can be obtained, is for:

- Street theatres;
- Christmas illuminations;
- The annual official switching on of the Christmas lights and the Christmas trees for Bromsgrove and Rubery.

3.14 Fifth, in addition to these existing events the intention is to obtain sponsorship for such developments as a temporary ice rink to be located on the Recreation Ground during the Christmas period in 2008 or a Bromsgrove by the Sea play provision during the summer of 2009. Work has commenced on a business case and a market plan for the rink.

3.15 The work presently being undertaken in pursuit of these sponsorship targets is:

- A programme of visits to potential sponsors;
- The preparation of a sponsorship prospectus detailing sponsorship opportunities around the town centre and with the District Council;
- The preparation of a short presentation around the street theatres for use with potential sponsors;
- The preparation of a business case to examine the feasibility of an ice rink;
- The collation of a list of potential sponsors.

3.16 The group also works towards co-ordinating the planning of the various street markets and other high street based events. The intention is to ensure a regular series of street based events and displays to contribute towards the regeneration of the town centre.

3.17 In addition to the existing range of events it is also envisaged that some new events will be planned for 2008 and onwards. This includes the possibility of a 'Bromsgrove by the sea' idea and some additional high street events such as other markets or out door theatre and creative arts.

4. FINANCIAL IMPLICATIONS

4.1 It is intended that £80,000 in sponsorship will be generated in 2008 / 9. It is anticipated that this income will be used to achieve the purposes set out in 3.13 and 3.14 above.

5. LEGAL IMPLICATIONS

5.1 The five intended sites/roundabouts are located on highway land which is in effect in the ownership of Worcestershire County Council as Highway's Authority. The power to maintain roundabouts is also vested in the County Council as Highways Authority under is section 64 of the Highways Act 1980.

5.2 The source of the legal authority for Councils to generate revenue from placing advertisements on roundabout is less clear. There is no specific legislation which covers this although the practice is widespread and there are many Councils who do generate income from such schemes. The Local Government Act 2003 provides that in certain circumstances Councils with a CPA rating of fair or above can carry on for a commercial purpose any functions which they are authorised to carry on as an "ordinary function". As advertising would not be an "ordinary function" and this Council does not have the requisite rating this legislation will not apply. The fall back position would be to rely on the well-being powers in the Local Government Act 2000 (section 2) under which Councils may take steps to promote or improve the economic, social and environmental well-being of their area. However when read in conjunction with the limitations set out in section 3 it is unlikely that this power can be relied on.

5.3 Having devoted some time to finding an answer to this question, including consulting with colleagues from other authorities, it has become apparent that the whole issue of the source of the legal basis upon which revenue may be raised from sponsorship is very unclear. The reality is that other Councils are carrying out this activity and receiving a revenue stream. There is no indication that the legal principles behind sponsorship have ever been subject to challenge by judicial review and the risk of such a challenge being mounted in the future would be categorised as very low.

5.4 The County Council as Highways Authority has been consulted in relation to the proposed policy and has confirmed that it is in agreement to BDC taking on the roundabout maintenance on its behalf on the basis that part of the maintenance will include charging for advertising with revenue generated to be retained by BDC.

5.5 The advertisements will need to comply with the provisions of the Town and Country Planning (Control of Advertisement)(England) Regulations 2007 in terms of dimensions and the relevant planning consent will need to be in place.

- 5.6 Assuming that the policy is adopted there may need to be some revisions to the wording of the draft sponsorship agreement to ensure that it is expressed in clear language and that the legal position of the Council in event of termination of the agreement is protected.

6. COUNCIL OBJECTIVES

- 6.1 The celebratory group's work is aimed at contributing to the Council objective with regard to community events. The group will co-ordinate events that will continue the process of improving the Council's reputation and assist in delivering events for the community.
- 6.2 The work of the group is designed to support the regeneration of the town centre. It seeks to improve the attractiveness of the town centre and support businesses by attracting in people to attend events or look at the illuminations at Christmas.

7. RISK MANAGEMENT

- 7.1 The principal risk is that the target of £80,000 is not achieved and plans for the use of that sponsorship income proves impossible. The risk from this is that some of the efforts to improve the Christmas activities, in particular, will have to be foregone.
- 7.2 This loss of potential income will affect the provision of certain events and facilities. However, there will not be a pressure on the budget as the events and facilities to be funded through sponsorship will be additional to Council budgeted activities.

8. CUSTOMER IMPLICATIONS

- 8.1 The improvements that additional sponsorship could afford should contribute to the quality of life in the district and in particular in the area surrounding the town centre. The work with the sponsors should build relation with local businesses and promote greater pride in the district.
- 8.2 The contact with businesses through discussions about sponsorship will provide further feedback on issues facing the business community and attitudes and opinions that can inform the Council's work.

9. EQUALITIES AND DIVERSITY IMPLICATIONS

- 9.1 It is intended that the work of the group will permit support for a range of activities and events that need to be accessible and appropriate to all aspects of the community.

10. VALUE FOR MONEY IMPLICATIONS

10.1 Generating sponsorship income would augment the budgets for various activities and would reflect use of resources to generate additional funding that can be dedicated to enhancing the sense of community objective for the Council.

11. OTHER IMPLICATIONS

Procurement Issues – The procurement officer is a member of the group and provides advice on procurement matters and on approaches being made to sponsors.
Personnel Implications – N/a
Governance/Performance Management – Can contribute to the objective of community events.
Community Safety including Section 17 of Crime and Disorder Act 1998 – n/a
Policy – n/a
Environmental

12. OTHERS CONSULTED ON THE REPORT

Portfolio Holder	Yes
Chief Executive	Yes
Executive Director (Partnerships and Projects)	Author
Executive Director (Services)	No
Assistant Chief Executive	No
Head of Service	N/A
Head of Financial Services	Yes
Head of Legal, Equalities & Democratic Services	Yes
Head of Organisational Development & HR	No
Corporate Procurement Team	No

13. WARDS AFFECTED

All Wards

14. APPENDICES

Appendix 1 – Draft Policy on Sponsorship and Advertising on Roundabouts

15. BACKGROUND PAPERS

N/A

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Bromsgrove
District Council

www.bromsgrove.gov.uk



BROMSGROVE DISTRICT COUNCIL

Draft Policy

**Sponsorship and Advertising on
Roundabouts**

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POLICY ON SPONSORSHIP OF ROUNDABOUTS AND OPEN SPACES

1.0 Introduction

The opportunity exists to have private businesses sponsor the maintenance of the landscaping at prominent public spaces in return for being allowed to place specified advertising signs for their business at the location.

It is considered that this sponsorship scheme would provide an opportunity for companies to advertise their business on public areas and also provide funds which would be used to improve and enhance the appearance of the district.

For the purposes of this policy, the public areas covered include:

- a) Central landscaped islands of roundabouts;**

Additional areas listed below may be considered in future amendments to this policy.

- b) Landscaped embankments at the approaches to towns and villages;**
- c) Wide landscaped verges at major junctions;**
- d) Sections of Approach Roads to towns**
- e) Other landscaped public open spaces as approved by the Council.**

Bromsgrove District Council wishes to pursue the development of the appearance of roundabouts by Sponsorship with private businesses/organisations. The business/organisation would sponsor the maintenance of the landscaping in return for being allowed to place specified advertising signs for their business at the location.

2.0 Partners

**Bromsgrove District Council
Worcestershire County Council Highway Partnership Unit
Sponsors and Advertisers**

3.0 Partnership Working

In order for Sponsorship to be sold commercially, professionally and with success on the part of the partners, the various partners need to provide a flexibility and realistic approach to the impact that stringent restrictions will have in making Sponsorship a successful venture. With this in mind, the criteria for installing signs are set out in this policy. The criteria are similar to that adopted in other districts.

4.0 Statement of Policy

The Council will endeavour to enhance the appearance of its District by creating a Sponsorship Scheme whereby companies can sponsor Roundabouts in Bromsgrove at key locations, receiving genuine value for money for their sponsorship agreement in return for the erection of specified advertising signs.

5.0 Steps to be taken by Council to Support Policy

The Council will take the following steps to support its Policy on Sponsorship of Roundabouts:

As part of setting the Sponsorship Conditions for individual locations, Council will decide what level of maintenance is to be done and what the minimum amount of sponsorship fee is for a particular location. The level of maintenance and fee could vary from location to location.

Council will actively progress this Scheme as a means to enhance the appearance of key locations in the District.

Council will make the necessary application for Advertisement Consent.

Council will monitor the performance of this Scheme.

Council will enter into a written Agreement with the Sponsor for each sponsorship location.

Council will act as lead partner on behalf of the other parties.

6.0 Duration of Sponsorship

The duration of each agreement shall be for a minimum of one year with an option of extension for further years. Either party can decide to not exercise the option.

7.0 Advertising Signs

Advertising Sign Panel shall be 650mm wide x 350mm high x 800mm tall, unless agreed otherwise by the Council as a result of lack of prominence of the sign. Council to approve signs after negotiation of sponsorship deal with selected Sponsor. A maximum of four signs will be allowed in any one location.

Cost of signage including posts will be borne by Selected Sponsor and will be additional to the sponsorship fee. The signs will remain the property of Selected Sponsor. The cost of obtaining Advertisement Consent shall be borne by the sponsor.

Bromsgrove District Council will erect the approved signs furnished by the Selected Sponsor. The Council will bear the costs of the actual installation works.

The Selected Sponsor shall submit details of lettering, logo, etc. he/she wishes to have placed on the sign for approval by Council. No additional signage or changes to signage will be allowed unless approved by Bromsgrove District Council. Wording designs including company logo, name and nature of company business will be considered and approved by the Council on an individual basis.

8.0 Landscape Maintenance

The Council intend to maintain the area being sponsored in the following manner:

- (i) landscape planting**
- (ii) grass cutting**
- (iii) trees/shrub bed maintenance**

Maintenance of roundabout will remain the responsibility of Bromsgrove District Council.

9.0 Sponsorship Price

Sponsorship price will be negotiated on an individual basis for each location but will be no less than £12,000 per annum plus VAT (to reflect advertising supply where relevant), negotiable depending on location and number of signs. This figure will be required for each year of the contract and will be paid at the beginning of each contract year. Review of Sponsorship charges will take place at the commencement of each Sponsorship period.

Those locations deemed to have the greatest impact will be offered for sponsorship at a premium rate.

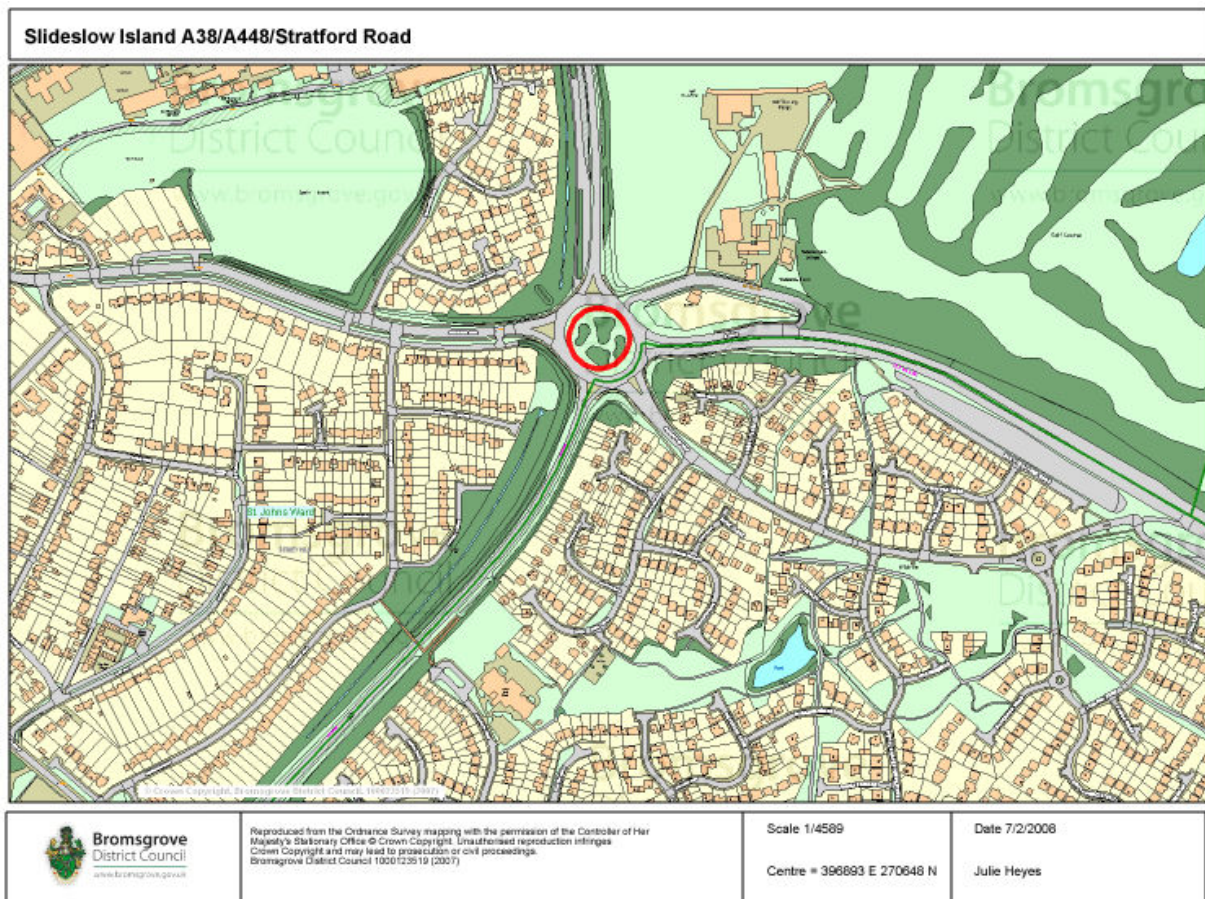
10.0 Damaged/Vandalised/Lost Signs

The Selected Sponsor shall pay the cost for replacing vandalised/damaged signs. The Council shall not be liable for replacement. The Council will not be responsible for ensuring that the signs are in place throughout the year but will endeavour to reinstall signs that have been removed.

11.0 Sponsorship Location

Max number of
Permitted boards/signs

1. Slideslow Island – A38/A448/
Stratford Road Bromsgrove (HPU) 4

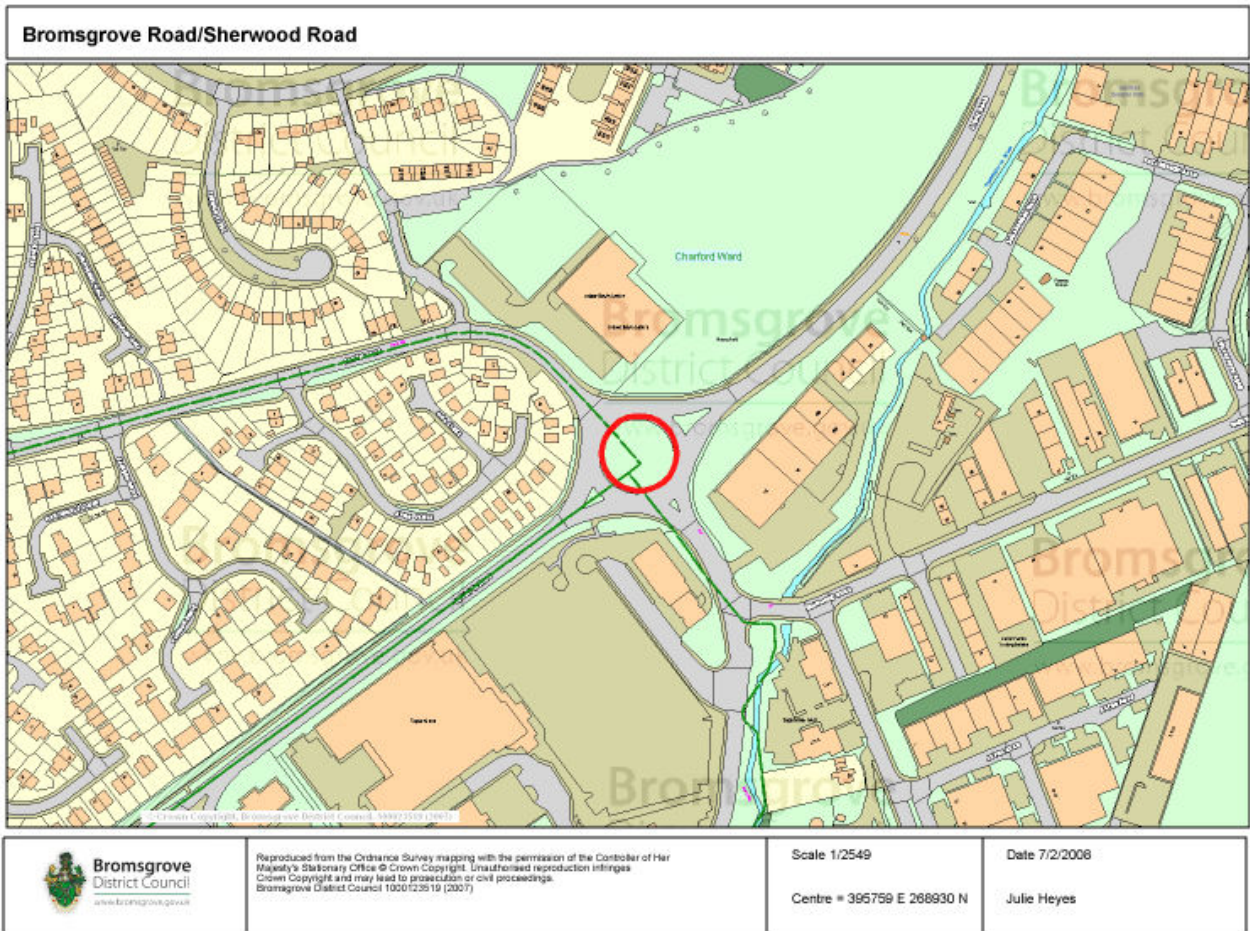


Sponsorship Location

Max Number of Permitted boards/signs

2. Bromsgrove Road/Sherwood Road (Morrisons), Bromsgrove (HPU)

4

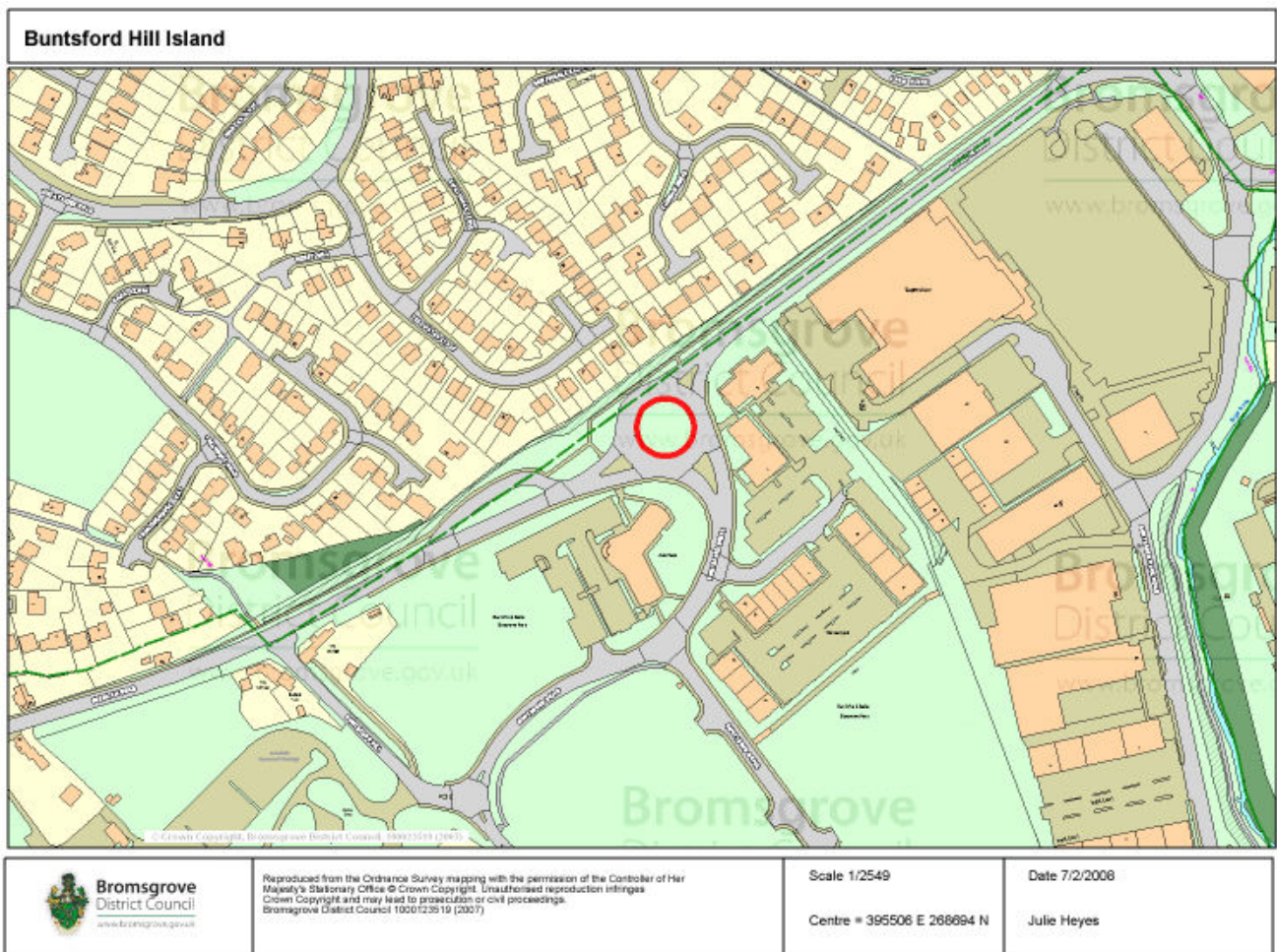


Sponsorship Location

**Max Number of
Permitted boards/signs**

3. Buntsford Hill Island,
Bromsgrove Road (HPU)

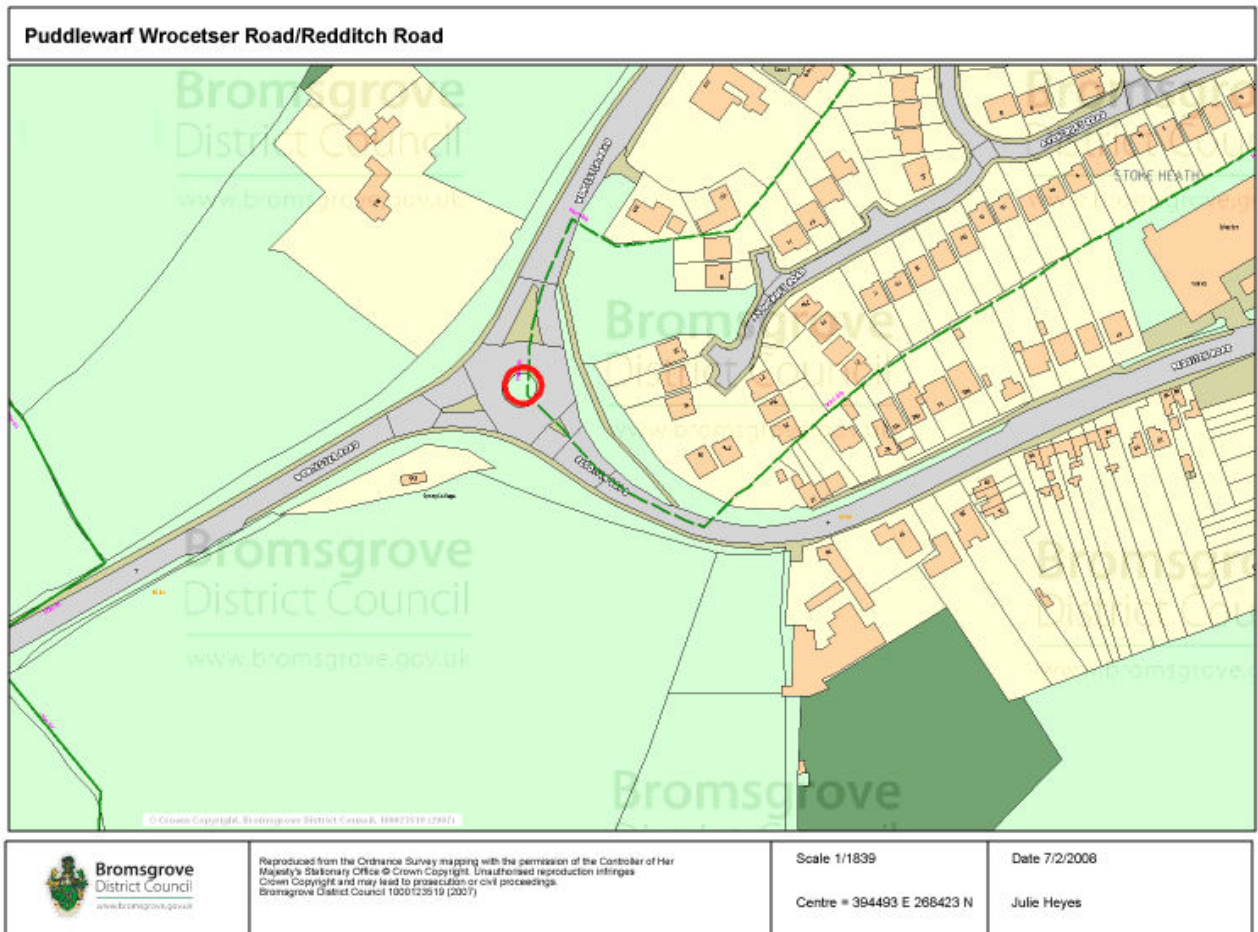
3



Sponsorship Location

**Max Number of
Permitted boards/signs**

4. Puddlewarf Island, Worcester Road/
Redditch Road, Bromsgrove (HPU) 3

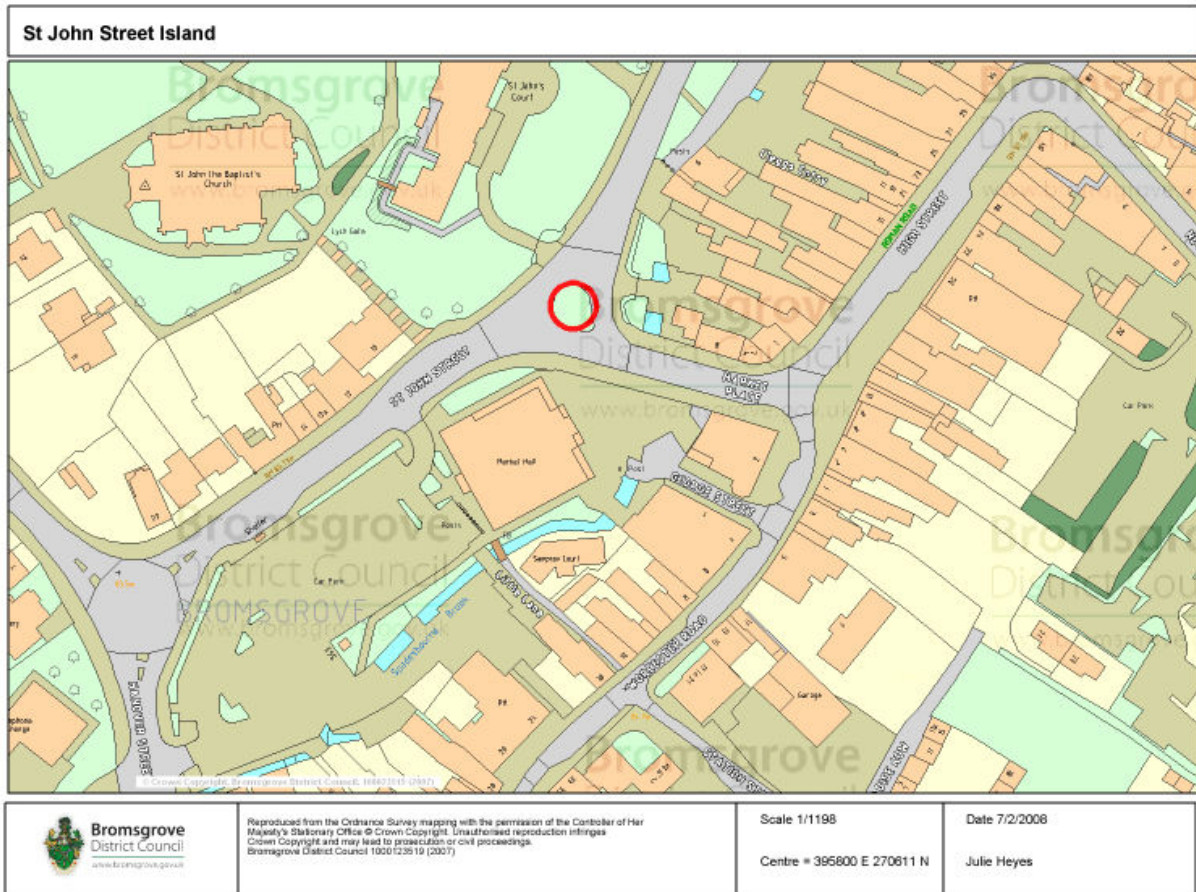


Sponsorship Location

Max Number of Permitted boards/signs

5. St John Street/Market Street (HPU)

3



HPU: - denotes locations managed by the Highways Partnership Unit

12.0 Advertising and Sign installation Criteria

The following is a design criteria agreeable to the stakeholders and recognises good practice and compromise from the stakeholders.

- **Should not be illuminated**
- **Should not be made of reflective material**
- **Should not be fixed at an angle to the road such that any inherent reflectivity causes drivers to be dazzled by their own headlights or the headlights of other vehicles travelling in the same direction**
- **Should not be designed such that it could be confused with legitimate traffic sign**
- **Should be discrete and in harmony with its surroundings**
- **Should be mounted at low level i.e. top of sign no greater than 800mm above ground level and possibly less if it is to be mounted on a raised area**
- **On a separate pole from any traffic signs**
- **Should be located where it does not obstruct sight lines to other signs or vehicles**
- **Where it will not present a hazard for pedestrians**
- **One Advertisement Consent application to be submitted per location.**
- **Signs shall be placed at locations approved by the Council only.**
- **Signs shall be 650mm wide and 350mm high and a max of 800mm tall, unless agreed otherwise by the Council as a result of lack of prominence of the sign.**
- **Signs shall be metal and shall be manufactured by a reputable firm experienced in the manufacture of signs for use along public roads.**
- **The sign would typically contain the Selected Sponsor's company logo, company name and nature of business.**
- **Selected Sponsor shall submit a drawing detailing the signs to be installed to the Council for approval in advance of ordering the signs.**
- **If signs become faded and untidy in appearance, the Council reserves the right to request a new sign from the Selected Sponsor.**
- **The Council will make the final determination on the sign type and design.**

Sponsorship Agreement

This Agreement is dated _____ and made between Bromsgrove District Council of Burcot Lane, Bromsgrove, Worcestershire B60 1AA (the Council) and _____ whose registered office is _____ (The Sponsor);

In respect of the sponsoring of the maintenance and/or enhancement to the landscaping of the roundabout as detailed in the attached policy.

Whereby the Sponsor agrees to sponsor the Roundabout and pay to the Council the costs incurred by it for the landscape maintenance/enhancement subject to the following terms and conditions:

1. The Sponsor shall sponsor the landscape maintenance/enhancements of Road Traffic Island to a maximum cost of £ _____ per annum payable on the commencement of the agreement.
2. “Landscape enhancement” means those improvements to the landscape as defined and agreed by the Council. The Council reserves the right to determine the nature of the enhancements and to vary the type of plantings provided on the Roundabout.
3. The Sponsor will be permitted to erect and maintain sponsorship signs/plaques on the Roundabout. The signs/plaques will be of a size and appearance as not to interfere with traffic flow or present hazard to motorists or other road users. The placement size and appearance and the number of signs/plaques will be as agreed in writing by the Council in accordance with the advice, instructions and approval of the Highway Authority, subject to clause 4 below.
4. The size, appearance and positioning of each sign/plaque shall be subject to obtaining necessary planning permission under the Control of Advertisements Regulations.
5. The Council shall have the absolute right to require the Sponsor to remove any sign/plaque which is of religious or political significance or context or which is inappropriate or objectionable or is likely to subject the Council to prosecution and upon receipt of such request the Sponsor shall remove the

said sign/plaque within 24 hours failing which the Council shall remove the sign/plaque.

- 6. The cost of providing, installing, maintaining and replacing signs/plaques is to be met by the Sponsor.**
- 7. Sponsorship is to commence upon installation of the signs/plaques and is to run for a period of one year from the date hereof.**
- 8. Sponsorship fees to maintain the enhancements are subject to annual increase and are payable on the commencement of the agreement.**
- 9. From time to time, it may be necessary for the Council and/or the Highway Authority to permit works to be carried out on the Roundabout that may cause temporary disruption to the landscape enhancements and/or temporary removal of signs/plaques. In such event, the Council will not be liable for any claims for compensation by the Sponsor provided that such works and/or disruptions are for a total period of less than 30 days within any sponsored twelve month period. In the event of works or disruption lasting more than 30 days within any sponsored twelve month period the Council will refund the Sponsor a sum equating to 1/52 of the landscape enhancement annual sponsorship fees for each subsequent seven days, or part thereof, of continued works or disruption.**
- 10. The Council will restore any landscape enhancement disturbed by such works to the appropriate standard and within a reasonable time. The Council will endeavour to provide advance notification to the Sponsor or any such works, whenever this is possible.**
- 11. The rights and obligations of the Sponsor in this agreement shall not be assigned to a third party without the prior written consent of the Council.**
- 12. If the Sponsor shall be in breach of any of the terms and conditions and stipulations on the part of the Sponsor to be observed and performed hereunder then it shall be lawful for the Council to determine this agreement by serving no less than seven days notice to the Sponsor but such determination shall not affect the rights of the Council under this agreement prior to the cancellation thereof.**
- 13. It is agreed that if there are any changes in external legislation, circumstances or policy outside the control of the Council, the Council reserves the right to terminate this agreement and remove signs/plaques.**
- 14. Sponsorship of the Roundabout is to be exclusive to the Sponsor.**

Terms agreed and accepted:

Bromsgrove District Council

Position

On behalf of ()

Position