

# **Bromsgrove** District Council

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## **BROMSGROVE DISTRICT COUNCIL**

## Sponsorship and Advertising Policy

# 7<sup>th</sup> September 2016

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#### SPONSORSHIP AND ADVERTISING

#### 1.0 Introduction

Bromsgrove District Council introduced it's Roundabout Sponsorship scheme eight years ago and has helped make Bromsgrove a vibrant place for all who live and work within the area and is renowned for being innovative in gaining investment and regeneration opportunities for the benefit of the local economy.

The opportunities exist to have external organisations and businesses sponsor key locations (roundabouts), in Bromsgrove in return for being allowed to place specified advertising signs/logos for their business in high profile and public locations. There is also an opportunity for sponsorship to be gained for specific programmes, projects and events to help increase the quality, frequency and profile of Council Services

Any funds received from sponsorship opportunities will be used to develop appropriate schemes and to improve and enhance services provided to local residents.

A selection of higher profile roundabouts have been processed through the planning advertisement process (Appendix 1)

For the purposes of this policy the service areas covered include:

- Roundabouts (as agreed with Worcestershire County Council Highways Dept. and BDC Planning)
- Community Events/Programmes/Activities
- Refuse/Recycling Vehicles
- Town Centre Bus Shelters (Provided by BDC)
- Landscaped embankments and wider landscaped verges at major junctions

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

• Other landscaped public open spaces as approved by the Council

Whilst this document mainly focuses on highway related sponsorship schemes, the document will also be used as a basis for other types of sponsorship projects as highlighted above, including the installation of Public Art on key locations.

#### 2.0 Statement of Policy

The Council will endeavour to enhance the appearance of its District by creating a Sponsorship Scheme whereby companies can sponsor Roundabouts, Events,

Activities and any other appropriate schemes in Bromsgrove. In return sponsors will receive genuine value for money for their sponsorship agreement with the erection of specified advertising signs, brand exposure, logos and website opportunities.

#### 3.0 Partnership Working

In order for the Sponsorship Policy to be successful Leisure and Cultural Services need to operate with key internal and external partners as follows:

#### **Bromsgrove District Council - Internal Partners**

- **Planning Authority** Leisure and Cultural Services will apply for planning permission to put signs on each roundabout
- Legal Services Sponsors will enter an agreement, which has been prepared by Legal Services, reflecting the terms and conditions described in this policy, including the duration and costs of the sponsorship

#### • Environmental Services

Maintenance of roundabouts will remain the responsibility of Bromsgrove Council.

Environmental Services will continue the scheduled routine landscape maintenance on each roundabout which includes:

- Grass Cutting
- o Trees/shrub bed maintenance
- Landscape planting

Plus in future to include:

- Installing sponsorship signs
- Cleaning and maintenance of sponsorship signs
- Removal and replacement of damaged sponsorship signs

#### **External Partners:**

The District Council has an agreement with Worcestershire County Council Highway Partnership Unit in respect of maintaining grass verges and roundabouts. The District Council agrees to carry out planting scheme functions in accordance to the County Council's Guidelines dated June 2011.

#### 4.0 The Sponsorship Process

The short guide below gives an insight to the different stages of the sponsorship process.

- The Council gain Advertisement consent for each Roundabout via the appropriate planning application and signs are then erected to invite sponsors to: 'Advertise Here'
- Interested sponsors can either apply directly by calling the Council or view the website for details and contacts
- Roundabouts are graded according to size, profile and location and the Council will decide the fee for each site. (see below)
- The successful sponsor will be sent all details including sign specification, payment plans if required and a copy of the Sponsorship Agreement for review.
- The Sponsor will submit their artwork for approval to the Council and will be charged the additional cost for changes to the signs
- The Council will bear the cost of signs and their installation
- The Sponsor will bear the cost of replacing vandalised/damaged signs throughout their agreed sponsorship term.
- The Agreement will be completed with the sponsors details and submitted to the sponsor for approval and signature
- The Council will invoice the sponsor once their signs have been installed, (payment plans can be set up to spread the cost if required.)
- The Council will inform the Valuation Office of the sponsorship term and price and pay the Business Rates on each location
- The Council will act as lead partner on behalf of the other parties as set out in the Sponsorship Agreement
- The Council will remove sponsors signage or information on completion of sponsorship term and the 'Advertise Here' signs will be re-installed

#### 5.0 Sponsorship Duration and Selection

- 5.1 The duration of each agreement shall be for a minimum of one year with an option of up to 3 years with first refusal on subsequent years
- 5.2 Sponsorship is offered on a first come first serve basis and dependent on the agreed Terms and Conditions of the Agreement. More than one sponsor applying for the same site will firstly be offered alternative sites nearby, or placed on a waiting list and contacted when the roundabout becomes available.
- 5.3 Once a Roundabout becomes available for Sponsorship it will be offered to the next Sponsor on the waiting list before the 'Advertise Here' signs are reinstalled. The Bromsgrove District Council Website also promotes the Roundabout opportunities and includes details such as the number of passing vehicles the sites attract.

#### 6.0 Unacceptable Sponsorship Types

6.1 The Council will not approve Sponsorship Signs which are:-

- religious in significance or for religious organisations; or
- of political significance or for political parties or organisations including trade unions; or
- offering or promoting services of a sexual nature; or
- offering or promoting the sale of tobacco or tobacco related products; or
- in breach of the Councils duties under Equalities legislation; or
- in breach of guidelines set by the Advertising Standards Authority; or
- any other material which the Council consider to be unreasonable
- 6.2 The Council will refuse applications from companies who are in dispute with the Council or where there is pending/active legal action.
- 6.3 In the event that that the Sponsor fails to comply, the Council reserves the right to remove the Sponsorship Signs forthwith, the Council's costs of such removal to be borne by the Sponsor.

#### 7.0 Termination and Consequences

- 7.1 Either party may terminate this agreement with immediate effect by giving notice in writing to the other party (the "defaulting party") following:-
  - 7.1.1 the occurrence of a material breach of this agreement by the defaulting party which is not remedied within 14 days of being required by written notice to do so; or
  - 7.1.2 the insolvency or inability of the defaulting party to pay it's debts within the meaning of section 123 of the Insolvency Act 1986, or similar event; or
  - 7.1.3 the failure by the defaulting party to pay any sum due under this agreement within 14 days of such sum being due.
- 7.2 Either party may terminate this agreement on giving 3 months notice in writing to the other party.

#### 8.0 Dispute Resolution

- 8.1 If a dispute arises between the District Council and hirer in connection to this Policy and the clauses within the Councils terms and conditions of hire, the parties shall each use reasonable endeavours to resolve such dispute by means of prompt discussions with the Business Development Manager
- 8.2 If a dispute is not resolved within 14 days of referral then either party may refer it to the Head of Services for Leisure and Cultural Services who shall meet for discussions within 14 days or longer as the parties may agree.

8.3 A dispute not resolved in accordance with above shall next be referred to the Chief Executive Officer or appropriate nominated officer at the request of either party within 14 days of one party requesting mediation. This decision will be final.

#### 9.0 Sponsorship Price and Cost

- 9.1 Sponsorship price will be a set for each location based on the following:
  - Location of roundabout
  - Traffic Flow and profile of roundabout
  - Size of roundabout
  - Demand
  - Comparative charges
- 9.2 The Head of Service in conjunction with the Portfolio Holder for Leisure and Cultural Services will agree the sponsorship fees
- 9.3 Those locations deemed to have the greatest impact based upon location, profile, traffic flow and comparative authority charges will be offered for sponsorship at a premium rate according to the schedule below and Bromsgrove District Council will determine the rate for each location. (example table below)
- 9.4 The sponsorship price will be required for each year of the contract and will be paid at the beginning of each contract year. Where longer terms are required that sponsor will pay at the agreed rate at the time and will not incur any increase. Payment plans can be set up if required.

Bromsgrove District Council Roundabouts	Proposed Maximum £p.a.	Map/Plan Reference Number	Planning Permission
Bromsgrove Highway (A448) Slideslow	А	1	In Place
Stoke Road/Austin Road (A38)	А	2	In Place
Stourbridge Road/Kidderminster Road	A	7	In Place
Stourbridge Road, (A491) and Madeley Road	В	6	In Place
Redditch Road (A38) Worcester Road	В	4	In Place
Redditch Road (B4120)Aqueduct Lane	В	9	In Place
Birmingham Road (A441) and Redditch Road (B4120)	В	8	In Place
Stoke Road (A38) and Buntsford Drive	С	3	In Place
Market Street (A448) and High Street (B4184)	С	5	In Place
Birmingham Road (A441) and Redditch Road	С	10	In Place
Ickneild Street (B4497) and Dagnell End	С	11	In Place

A =
£5,000
B =
£4,000
C =
£3,000

#### **10.0** Contact Information

For any queries about this policy please contact the Council's Leisure and Cultural Services, Business Development Manager on: 01527 881377 or email: j.heyes@bromsgroveandredditch.gov.uk