

AGREEMENT FOR ROUNDABOUTS SPONSORSHIP

This agreement is made on xxxxxxxx

BETWEEN

1. Bromsgrove District Council (The Council) of The Council House, Burcot Lane, Bromsgrove, B60 1AA

And

IT IS AGREED AS FOLLOWS

1. Introduction

- 1.1 An agreement has been reached between the parties whereby the Sponsor wishes to sponsor signs to be erected on roundabouts within the District of Bromsgrove, and the Council has agreed to arrange for the erection of such signs in accordance with the terms and conditions set out in this agreement.

2. Definitions

- 2.1 The terms and expressions used in this agreement shall have the meanings set out below:

Commencement Date	
Contract Period	
Year 1	
Year 2	
Anniversary Date	
Roundabouts	(i) .
Sponsorship Signs	The signs to be erected on the roundabouts bearing the names of the Sponsors companies.

3. The Contract Period

3.1 This agreement will commence on.

4. Payment

4.1 The Sponsor agrees that it shall pay the Council the following annual fees:

Year 1	
Year 2	

4.2 The fee for Year 1 shall be payable within 7 days of the commencement date.

4.3 The fee for Year 2 shall be payable within 7 days of the Anniversary Date.

5. Ownership of the Signs and Sign Installation Criteria

5.1 The Sponsorship Signs will remain the property of the Sponsor.

5.2 The Council's technical requirements as to the design and positioning of the Sponsorship Signs which form part of this agreement are attached at Appendix 1

6. Obligations of the Sponsor

The Sponsor agrees:-

6.1 To organise production of the Sponsorship Signs in accordance with the dimensions specified by the Council.

6.2 To submit the final design to the Council for approval prior to commissioning the sign.

- 6.3 To pay the sign supplier direct for the charges incurred in the production of the signs and signposts.
- 6.4 To comply with the Council's technical requirements as to the design of the Sponsorship Signs as set out in Appendix 1.

7. Obligations of the Council

The Council agrees:-

- 7.1 To approve the final design of the Sponsorship Sign unless there is some reasonable justification for requiring redesign such as offensive or inaccurate logo or wording.
- 7.2 To ensure that it is lawful to use the site upon which it proposes to erect the Sponsorship Signs and that the Council either owns such site or has permission to use such site.
- 7.3 To arrange for and bear the costs of the erection and installation of the Sponsorship Sign.
- 7.4 To be responsible for the landscape maintenance of the roundabouts being sponsored. This will consist of works to the roundabouts including landscape planting, grass cutting and trees/shrub maintenance. The exact design and planting scheme will be at the discretion of the Council.
- 7.5 To remove the Sponsorship Signs upon expiry of the contract period (assuming that the contract is not re-newed) or upon earlier termination of the contract under clause 9.1 or 9.2.

8. Works by the Highway Authority affecting the roundabouts

- 8.1 From time to time it may be necessary for the Highway Authority to permit works to be carried out on the roundabouts that may cause temporary disruption to the landscaping or the temporary removal of the Sponsorship Signs. Within 30 days of the conclusion of such works the Council will restore the roundabouts to the condition it was in prior to the works having been commenced.

9. Termination and Consequences

9.1 Either party may terminate this agreement with immediate effect by giving notice in writing to the other party (the “defaulting party”) following:-

- 9.1.1 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
- 9.1.2 the insolvency or inability of the defaulting party to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or similar event; or
- 9.1.3 the failure by the defaulting party to pay any sum due under this agreement within 14 days of such sum being due.

9.2 Either party may terminate this agreement on giving 3 months notice in writing to the other party.

10. Notices

10.1 Notices must be in writing and must be delivered to the other party by hand, post or registered post. Notices must be addressed to the other party at the relevant address set out at the head of this agreement.

10.2 Notices given by hand will be deemed served at the time of delivery. Notices sent by post will be deemed to have been given 2 days after the day of posting (provided the notice is not returned as undelivered).

10.3 Each party may change its address for service by notifying the other party in writing.

11. Unacceptable Sponsorship Types

11.1 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 Council's 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.

11.2 The Council reserves the right to require the Sponsor to remove any Sponsorship Sign(s) which it considers to be inappropriate under the criteria set out in 9.1. above within 24 hours.

11.3 In the event 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.

12. Liability

12.1 This clause sets out the entire liability of each party to the other (including any liability for the acts or omissions of employees) in respect of:

12.1.1 the Sponsorship Signs;

12.1.2 any breach of its contractual obligations arising under this agreement; and

12.1.3 any representation, statement (other than fraudulent misrepresentation) or tortious act or omission including any negligence arising under or in connection with this agreement ("an event of default").

12.2 Neither party shall be liable to the other for any loss or damage including loss of profit, loss of business, loss of contracts, loss of opportunity, loss or depletion of goodwill, costs or expenses (whether arising in contract, tort, negligence, breach of statutory duty or otherwise) where the loss arises from failure of the other party to comply with its obligations under this agreement.

12.3 Notwithstanding any other provision of this agreement, neither party seeks to limit or exclude its liability to the other party for death or personal injury resulting from its own or its employees' negligent act or omission or wilful misconduct or for fraudulent misrepresentation.

12.4 Subject to clauses 12.1 and 12.2, each party's maximum total liability to the other in respect of all claims, losses, damages, costs, charges, expenses, liabilities, demands, proceedings and action (whether arising in contract, tort, negligence, breach of statutory duty or otherwise) in respect of all events of default shall not exceed

125% of the total sums paid or due and owing under this agreement in the twelve month period preceding the date of default.

13. Entire Agreement

13.1 This agreement constitutes the entire agreement between the parties. It supersedes all prior negotiations, representations and undertakings, whether written or oral. This clause will not exclude liability for fraudulent misrepresentation.

14. Third Parties

14.1 This Agreement expressly excludes the provisions of the Contracts (Rights of Third Parties) Act 1999.

15. Freedom of Information

15.1 The Council is subject to the Freedom of Information Act and the Environmental Information Regulations ("the Acts"). As part of the Council's duties under the Acts, it may be required to disclose information forming part of or arising under the Agreement to anyone who makes a reasonable request. The Council has absolute discretion to apply or not to apply any exemptions under the Acts.

15.2 The Sponsor will assist and co-operate with the Council to enable the Council to comply with the information disclosure requirements under the Acts and in so doing will comply with any timescale notified to it by the Council.

16. Assignment

16.1 The Sponsor shall not assign or sub-contract any part of this agreement without the express written consent of the Council.

17. Waiver

17.1 The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement.

Signed on behalf of the Council:

.....
(Authorised Officer)

Signed on behalf of

.....
(Authorised Officer)

APPENDIX 1

Design and Positioning of Sponsorship Signs – Technical Requirements

1. Sponsorship Signs shall not exceed 0.3 or 0.5 square metres.
2. Sponsorship Signs shall be metal and shall be manufactured by a reputable firm experienced in the manufacture of signs for use on highways.
3. Sponsorship Signs shall not be illuminated or made of reflective material.
4. The design of the Sponsorship Signs should not be such that it could be confused with legitimate traffic signs.
5. The Council will identify the locations on the roundabouts where the Sponsorship Signs are to be erected.
6. Sponsorship Signs should be mounted at low level with the top of the sign no higher than 800mm above ground level, and possibly less if it is mounted on a raised area.

7. Sponsorship Signs should be mounted on separate poles to any traffic signs.
8. Sponsorship Signs should be located where they will not obstruct sight lines to other signs or vehicles or cause a hazard for pedestrians.
9. Sponsorship Signs should be located where they will not be so distracting or confusing as to create a hazard for road users who are taking reasonable care for their own and other safety.
10. Sponsorship Signs should not be fixed at an angle to the road such that any reflection from headlights of the passing traffic causes drivers to be dazzled by their own headlights or those of other vehicles.
11. Sponsorship Signs should typically include the Sponsors company logo, company name and nature of business.
12. Sponsorship Signs should not indicate directions to an establishment or indicate contact details of an establishment.
13. Sponsorship Signs should be discrete and in harmony with its surroundings.
14. The Sponsor shall submit a drawing detailing the design of the Sponsorship Signs to be installed to the Council for approval in advance of ordering the signs.
15. If Sponsorship Signs become faded or untidy in appearance the Council reserves the right to request a new sign from the Sponsor.
16. One advertisement Consent application to be submitted per location.
17. The Sponsor shall not attach any other promotional signs, posters or promotional material such as balloons to the Sponsorship Signs.