



FALMOUTH TOWN COUNCIL ROUNDABOUT SPONSORSHIP POLICY

Background

Falmouth Town Council has entered into an agreement with Cornwall Council to take on the management of 5 iconic roundabouts in and around Falmouth; reductions in Cornwall Council's available budget would otherwise see a decline in the standard of maintenance, leaving them looking unkempt at best or in the worst-case scenario planting schemes would be removed and roundabouts returned to grass.

It is the Town Council's desire to increase the maintenance standards to further enhance and better maintain these roundabouts as it is felt that these amenity assets offer a feeling of wellbeing to the community as well as offering a pleasing welcome to visitors to the town that compliments Falmouth's association with award-winning parks & gardens. To lessen the financial burden on the Council Taxpayer the Council has resolved to seek sponsorship to assist in bringing about this desire.

Purpose and aim of the policy

The purpose of this policy is to ensure that the Council has considered adequately Highway safety and ongoing liabilities when approving the sponsorship of a specific roundabout. This policy aims to provide a balanced framework that allows others to promote the betterment of the highway whilst duly considering the Council's duty of care to highway users.

Scope

For the purposes of this policy the public areas covered include:
Central islands on roundabout junctions

Policy statement

The Council will endeavour to enhance the appearance of roundabouts by agreeing sponsorship within strict guidelines without compromising Highway safety.

POLICY DETAILS

Definition of Terms:

Council – Falmouth Town Council

Roundabout – A road junction in which traffic streams circulate around a central island that forms part of the highway

Verge - Strip a highway land adjacent to the carriageway or footway that is unpaved and (generally) grassed

Embankment - Extension of a verge that slopes down towards the carriageway, normally in a cutting

Landscaped area - Non-paved areas of land (associated with the highway) which may include verges, embankments, lay-bys etc

Sponsorship – Where an individual or group that makes financial payment to the Council to undertake maintenance on their behalf

Agreement – A properly executed and legally binding contract
Term of Agreement – Period of time to which parties to the agreement will be bound (typically three years)

Partner - Individual or group that enters into an Agreement with the Council

Who may sponsor a roundabout?

The Council will consider requests to sponsor roundabouts from any organisation, community group or commercial enterprise.

The public will see these signs as advertisements. The Council will take a conservative approach when approving sponsors. Requests will not be accepted from sponsors where they are seen to promote political groups/parties, tobacco, the sex industry and or any illegal activity/product.

Sites that may be sponsored

- **The Cannons/Anchor roundabout Hillhead**
- **The Shingle roundabout Ponsharden**
- **The Herbaceous/shrub roundabout Ponsharden (nr Park & Float)**
- **The Recreation ground roundabout (nr Falmouth Rugby ground)**
- **The New Union Corner roundabout (nr Falmouth School)**

Signing

The incentive for sponsorship will be Council approval for the placement of advertising signs on the roundabout within highway limits, in accordance with the following criteria outlined in Cornwall Council's own Sponsorship Policy.

These signs will become the property of the Council once installed. Under normal circumstances neither the signs nor the posts will be returned to the sponsor at the end of the agreement.

Sponsorship signs fall under the Town and Country Planning (Control of Advertisements) (England) Regulations 2007. They are considered to have deemed consent under Part 1 of Section.

Signing criteria (will be in accordance with Appendix A):

- No more than three (sponsorship signs) in total at one roundabout – numbers being site dependent (only one sign on The Recreation roundabout)

- Must not exceed 0.3 square metres in area (per sign)
- Must have a white background
- Must have lettering not exceeding 60mm 'X' height
- Must not be retro-reflective or fluorescent
- Must not be illuminated other than by existing street lighting or daylight
- May include a coloured logo(s) (not exceeding 250mm x 250mm) (see Appendix A)
- Must be of a robust construction and mounted on two suitable anodised posts
- Must not be higher than 800mm from surface level to top of sign
- Must be installed by a person who is Street Works accredited and appropriately qualified.
- Must not include wording or symbols that direct traffic
- Must not include wording or symbols that may cause offence
- Must be placed in areas that will not distract drivers or impair visibility (i.e. may be erected only in locations agreed as part of the scheme design)
- Must be maintained in a safe condition
- Will be removed, repaired and or replaced, where agreed with the sponsor, in the event of vandalism or damage within a reasonable timeframe dictated by the Council. This period will reflect the hazard or distraction the damaged sign represents to the highway user. The costs for doing so will be charged to the sponsor except where, on behalf of the sponsor and where practical, the Council can recover these costs from those who caused the damage

- Where joint sponsorship is agreed multiple logos may appear on the sponsorship signs see Appendix A (although no more than three signs will be permitted)

Duration of Sponsorship

For a minimum 3-year period. Once a sponsorship agreement has been entered into, and subject to mutual agreement, the three-year term may be extended for a further 3 years. Roundabouts will be offered for sponsorship on the basis that the existing planting/design is inherited.

On safety grounds, or for any other legitimate reason, at any time the Council may have to impose changes to the design or direct alterations to the maintenance regime. Any changes will be made with due consideration and reasonableness toward the agreement. In these circumstances, the Council would look favourably on any request from a sponsor who wishes to terminate the agreement.

There may be times when the Highway Authority must temporarily remove sponsorship signs to facilitate vehicular movements etc. The Council will not make pro-rata reimbursements or any other compensation payments for these periods.

Sponsorship agreements must not be extended to additional parties (i.e. there must be no “sub” arrangements – sponsors cannot sell on sponsored roundabouts etc to any other individual or group).

Costs to Sponsors

The sponsor will bear the initial cost of the production and installation of the advertising signs from the Council’s chosen provider.

A set annual advertising fee will also be applied as follows:

- A. The Cannons/Anchor roundabout (3 Signs)**
- B. The shingle roundabout Ponsharden (3 Signs)**
- C. The herbaceous/shrub roundabout Ponsharden (3 Signs)**
- D. The recreation ground roundabout (2 Signs)**
- E. The new Union Corner roundabout (3 Signs)**

Summary of typical costs borne by the sponsor:

1. Own administration costs
2. Own legal expenses associated with the agreement and resolution of issue
3. Design, production & erection of sponsorship signs
4. Repair/replacement of any loss or damage to the signs throughout the agreement period
5. Public liability insurance (where required)
6. 6. Advertising fee

Typical costs borne by the Council:

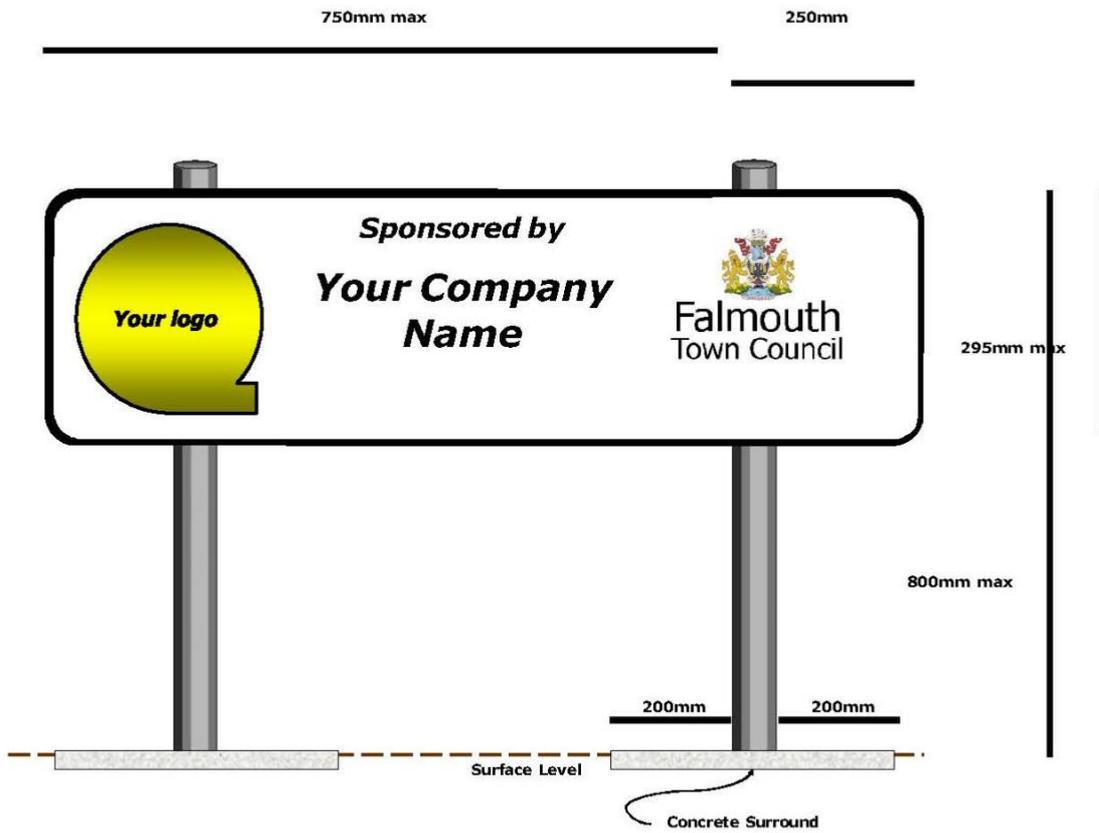
1. Own Administration
2. General advice

The Council will seek to recover all costs associated with a breach of agreement.

Where possible and practical the Council will seek to recover costs resulting from a road traffic accident. In this instance cost recovery will be limited to repairing damage to the roundabout (and associated planting scheme) – costs will not be sought for theoretical or actual loss of income due to missing or damaged advertising signs.

Insert Appendix A.

Appendix. A.



Booths can provide the signs: Squeez D'Souza Squeez@boothsprint.co.uk

Appendix B

Sponsorship Agreement

This Agreement dated day of 202? is made between (“the Sponsor”) and Falmouth Town Council, The Municipal Buildings, The Moor, Falmouth Cornwall TR11 2RT (“the Council”).

Whereas

1. the Council is offering an opportunity to sponsor a roundabout(s).
2. Sponsor agreements will be made in line with the Falmouth Town Council Roundabout Sponsorship Policy
3. Sponsors enter into a three-year contract with the Council paying an annual fee that will be used to carry out the maintenance and betterment of the roundabout and to contribute to the improvement of the environment.
4. In return, advertising signs displaying the Sponsor’s name (and logo) may be erected and displayed at the agreed position(s).
5. The purpose of this sponsorship agreement is to bind the Sponsor and the Council to the obligations detailed herein and within the Falmouth Town Council Roundabout Sponsorship Policy.

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The Sponsor agrees to sponsor **The Cannons/Anchor roundabout (3 Signs)** for a Term of three (3) years at a cost of £2400 + VAT PA (“the Sponsorship Fee”), in accordance with the Falmouth Town Council Roundabout Sponsorship Policy

appended to the agreement. The Sponsor agrees that once erected the Council will own the sponsorship signs. However, all costs of replacement or repair of damaged sponsorship signs will be borne by the Sponsor (where the Council is unable to recover costs through a third party). If there is a need to move a sign/feature/plant(s) either temporarily or permanently, the Council will advise the sponsor of the reasons. Cornwall Council as the Highway Authority will reserve the right to remove or re-site any sign/feature/plant(s) as it sees fit for the purposes of road safety or traffic management.

The Council will invoice the Sponsor yearly who agrees to pay the Council the annual fee in advance of £2400+ VAT within twenty-eight (28) days. The Council reserves the right to terminate this agreement if the fee is not paid in accordance with the Falmouth Town Council Roundabout Sponsorship Policy appended to this document. If the contract is terminated the Council reserves the right to offer the sponsorship agreement for this Roundabout to any other interested party or parties as it considers appropriate.

The Council will ensure that the roundabout will receive regular maintenance throughout the three-year period and will ensure from the outset that the standard of maintenance will not decline.

Before executing this Agreement, regard should be given for the Notes below and the Policy Statement – Falmouth Town Council Roundabout Sponsorship Policy (appended to this document) which forms part of the Agreement.

By signing this Agreement, the signatories confirm that they have the necessary authority to enter into the Agreement and that they accept and agree to the terms set out herein.

Signed for and on behalf of the Council

Mr Mark Williams
Falmouth Town Clerk

Signed

With my signature below I affirm that I have read and understand the
“Falmouth Town Council Roundabout Sponsorship Policy”

(Signature).....(Print
Name).....

and agree on behalf of

(Name of Organisation)

.....

(Address of Organisation)

.....

.....

.....

(Post Code)to comply with all measures outlined within.

Notes

The Council will not enter into a sponsorship agreement with any business which is in legal or financial conflict with the Council, or which connects the Council with any political party or pressure group.

No business/person entering a sponsorship agreement must regard it as a means of gaining favourable terms from the Council.

Three months before the end of the three-year sponsorship agreement period the Sponsor may, at the sole discretion of the Council, be offered the opportunity to renew sponsorship of the roundabout for a further three years subject to the terms of the policy. However, this is not binding upon the Council. The Council reserves the right to offer the sponsorship to another party where it considers it is in the Council’s interests to do so.

The Sponsor is advised to carefully read the Policy Statement - Falmouth Town Council Roundabout Sponsorship Policy which forms part of the binding agreement.