



Westbury Town Council

Sponsorship Policy and Agreement



VERSION: 003
DATE: 24.01.2018

Westbury Town Council encourages sponsorship to support the local economy and raise the profile of the town through supplementing the provision of floral displays.

Sponsorship schemes provide an excellent opportunity for local companies to promote themselves at prominent locations to residents, other companies and visitors; 24 hours a day, 365 days a year.

The Policy Objectives

- To reflect the revised and improved operation of the council.
- To draw up a written and signed agreement between the Council and the advertiser.
- To supplement the funding of floral displays around the town.
- To give businesses an authorised and fair opportunity to advertise in unique locations.
- To be part of a comprehensive approach to the management of illegal signage on the highway and other locations.

The Policy Principles

Westbury Town Council will not enter into sponsorship and advertising agreements 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, or which contravenes its policy aims. Sponsorship and advertising agreements must not be regarded as a means of gaining favourable terms with Westbury Town Council in any other business agreements. A sponsorship and advertising agreement in no way implies approval or endorsement of the sponsor's products and or services.

Advertisements should be:

- Legal, decent, honest and truthful
- Prepared with a sense of responsibility to consumers and society
- In line with generally accepted standards of fair competition in business

The Policy statement

Westbury Town Council will endeavour to enhance the appearance and raise the profile of the town by agreeing sponsorship within strict guidelines without compromising Highway or any other safety issues.

Who can be a sponsor?

The Council will consider requests to sponsor from any local authority, charitable organisation, community group or commercial enterprise and shall reserve the right to refuse any requests considered inappropriate. The public will see these signs as advertisements.

The Council shall reserve the right to terminate any contract or arrangement it may have entered into with an advertiser, where that advertiser has suffered a reputational loss due to its conduct or where that conduct is inconsistent with the Council's aims and objectives.

Style and content

The Council retains an open mind to different styles of advertising, though as a public sector body we are unable to consider advertising that we consider may cause offence. We will take all reasonable efforts to ensure that only advertisements suitable for 'family viewing' appear through council sponsorship.

You may display your company name / logo along with a short business message and contact details in the form of a website address, address or telephone number.

Locations

Westbury Town Council currently has an established roundabout sponsorship scheme and current vacant locations and costs are available from the town clerk. As the council expands its services, sponsorship opportunities may arise in other locations, for example, play areas and planters. As before, costs and availability can be obtained from the town clerk.

Types of sizes for signs

All sponsorship signs must be in line with the size and specification agreed for each location.

Roundabout signs must be one of the two sizes below. This is because the signs need to fit on to existing posts already in place.

600mm x 450mm



1000mm x 200mm

As our sponsorship scheme is extended to other areas, different size signs may be considered.

Westbury Town Council can arrange for a sign to be provided on your behalf. The cost will depend on the size of the sign and the amount of design time required prior to manufacture. The cost of a 600mm sign is approximately £85 and a 1000mm sign is approximately £70. The cost will be agreed with the sponsor prior to manufacture.

You will need to provide a design and artwork for your sign. This would usually be in JPEG or PDF format and you will be asked to confirm a draft copy of your sign before production is confirmed. At this point you will have committed to pay for the supply of your sign even if you subsequently decide not to use it.

You can of course arrange to provide your own sign but it must be one of the two sizes above and attach to the existing posts without modification of the posts.

Contact for sponsorship requests should be directed in the first instance to Westbury Town Council as per contact details below:

Telephone: 01373 822232

Email: info@westburytowncouncil.gov.uk

Sponsorship Agreement

This Agreement dated day of 20..... is made between (“the Sponsor”) and Westbury Town Council (“the Council”).

1. The Council is offering companies an opportunity to sponsor specific locations. The fee will be used to raise the profile of the town through such things as the provision of floral displays.
2. Sponsor agreements will be made in line with the Council’s sponsorship policy.
3. Sponsors enter into a one-year contract (or if taken out midterm, for the amount of months remaining until the renewal date of 1st April) with the Council and will be offered the opportunity to renew the agreement annually. The renewal date is always the 1st April each year.
4. In return, advertising signs displaying the Sponsor’s name (and logo) may be erected and displayed at the agreed locations(s).
5. The purpose of this sponsorship agreement is to bind the Sponsor and the Council to the obligations detailed herein and within the sponsorship policy.

The Sponsor agrees:

To sponsor(agreed location and position) for a Term of one (1) year (or if taken out mid-term enter months until renewal date of 1st April), at a cost of £..... + VAT (“the Sponsorship Fee”), in accordance with the Sponsorship Policy appended to the agreement.

The Council is providing sponsorship sign(s) and the sponsor agrees to pay for the cost of the sign(s), which amounts to £..... + VAT.

The Sponsor agrees that once erected the Sponsor will own the sponsorship signs, but the posts and any fixings will remain the property of the Council. 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(s) either temporarily or permanently, the Council will advise the sponsor of the reasons.

Westbury Town Council will reserve the right to remove or re-site any signs as it sees fit for the purposes of road safety or traffic management.

Upon confirmed renewal the Sponsor agrees to pay the Council the annual fee, within 30 days of the invoice date.

The Council reserves the right to terminate this agreement if the fee is not paid within 30 days of the invoice date and remove the sponsors advertising sign.

If the Sponsor wishes to terminate the contract and remove their sign, no refund will be given for any time remaining on the contract.

If the contract is terminated the Council reserves the right to offer the sponsorship agreement for this location to any other interested party or parties as it considers appropriate.

The Council will ensure that the location will receive maintenance throughout the sponsorship period.

The Sponsor agrees the payment for the manufacture of the sign is payable and the sponsorship agreement must be completed before the manufacture of any signs is undertaken. Before executing this Agreement regard should be given for the Notes below and the Sponsorship Policy Statement (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 by:

Signed by:

.....

.....

Mrs Deborah Urch (Town Clerk)

Name in Capitals:

on behalf of Westbury Town Council

on behalf of

Company name & position in company:

Date:

Date:

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.
- Payment for the manufacture of the sign is accepted and the sponsorship agreement must be completed before any changes to the site or manufacture of any signs is undertaken.

- Two months before the end of the sponsorship agreement period the Sponsor may, at the sole discretion of the Council, be offered the opportunity to renew sponsorship of the site for a further year 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 Sponsorship Policy Statement which forms part of the binding agreement.

What is expected of those entering a sponsorship agreement with the Council.

1. Ensure they have resources to cover the commitment being entered into by way of the Agreement.
2. Make payments expediently.
3. Notify the Council of any issues, complaints or incidents that could give rise to an insurance claim within two working days.
4. Ensure that the letter and spirit of the agreement is adhered to.

What a sponsor can expect from the Council

The Council will act with reasonableness and parity in all matters.

1. Prepare a sponsorship agreement.
2. Prepare and provide an invoice for the agreed works.
3. Prepare and provide advance notices and contracts.
4. Agree the size, appearance, wording and locations of all advertising signs.
5. Act to ensure that the Council incurs no costs in the event of a breach of Agreement.
6. Ensure that the letter and spirit of the Agreement is adhered to.
7. Where practical and reasonable, will seek to recover costs of sponsorship sign damaged as a result of an accident (on behalf of the sponsor).

Westbury Town Council makes no guarantee that any business will increase revenue by sponsoring a roundabout.

Breach of Agreement

In the event of a breach of agreement Westbury Town Council will seek to terminate the agreement and to secure another sponsor for the site.

Temporary removal of sponsorship signs for highway purposes will not constitute a breach of agreement by the Council.

Any person or group that habitually makes late payments (where funds are not with the Council within 30 days of the invoice date) will be considered in breach of agreement.

Evaluation and Review

This policy should be reviewed:

Version	Amends	Date	Author
001		07.05.16	A McCann
002	Inserted table of roundabouts with current availability	05.08.16	A McCann
003	Revised to for a general sponsorship policy	24.01.2018	J A Dyer