



ROUNABOUT, GARDENS AND PLANTERS SPONSORSHIP POLICY

1. BACKGROUND

- 1.1 Melksham Town Council aims to encourage the commercial sponsorship of roundabouts, council gardens and planters within the town.
- 1.2 The purpose is to recognise and improve the appearance of the town, encourage business and community involvement, and seek additional funding to assist the Melksham in Bloom campaign.
- 1.3 At present, there are no schemes in place for the sponsorship of council gardens and planters within the town but there are two types of roundabout sponsorship schemes in operation.
- 1.4 The first is 'adopted' roundabouts, which is based on the sponsor agreeing with the Council to adopt a roundabout but undertaking to landscape and maintain at their own expense.
- 1.5 The second is 'sponsored' roundabouts which is based on the sponsor paying an agreed amount to the Council for sponsorship signs to be erected with the Council undertaking the landscaping and maintenance.
- 1.6 The Town Council wishes to move away from the 'adopted' scheme and move towards the 'sponsored scheme' which allows consistency of standards throughout the town.

2. POLICY OBJECTIVES

- 2.1 To harmonise the approach to sponsorship and encourage more local participation in the sponsorship of the town's roundabouts, gardens and planters.
- 2.2 To fund the continued maintenance, design, and installation of new landscaping.
- 2.3 To give businesses an authorised opportunity to advertise in the town.
- 2.4 To be part of the aspiration to promote more art on roundabouts and gardens.

- 2.5 Sponsorship will be used to secure lasting improvements in visual appearance not only to the town's roundabouts, gardens and planters but also to other parts of the town.

3. **CONDITIONS OF SCHEME**

- 3.1 Sponsorship of roundabouts applies to any roundabouts on which the Town Council has a S96 order with Wiltshire Council, specifically excluding the Market Place roundabout which will be maintained by Melksham Town Council.

Each roundabout can be sponsored by up to four individual sponsors

- 3.2 Sponsorship of gardens applies to the following:

- Prince of Wales
- Queen Mary

- 3.3 The Splinter Island is also available for sponsorship but is currently subject to a 10-year sponsorship arrangement which expires in October 2029.

- 3.4 17 planters are available for sponsorship

- 3.5 Annual sponsorship costs will be based on the anticipated planting, design, and maintenance costs

- 3.6 The design of the roundabout layout and planting schemes will be determined by the Council, in consultation with the sponsor/s. The Council will undertake all works including landscaping, signage, and maintenance of the roundabouts.

- 3.7 Sponsors' signs are to be of a standard size, material and design determined by Wiltshire Council to ensure that they meet highways legislation

- 3.8 Any legal costs, fees and VAT associated with sponsorship are to be borne by the sponsor/s.

- 3.9 A formal sponsorship agreement will be entered into between sponsors and the Council for a fixed term. The sponsors' signs are to be removed when the term expires, or the agreement is otherwise terminated.

- 3.10 The design and improvements will vary according to the location of the roundabout and the interests of the sponsor. It is anticipated that most improvements will be horticultural or arboricultural. There may, however, be opportunities for more ambitious improvements, involving art and sculpture, for example.

- 3.11 Roundabouts, which are currently 'sponsored' or 'adopted' will continue to be sponsored under the existing arrangements until the expiry of the agreement.

4. HIGHWAY AND PLANNING CONSIDERATIONS

4.1 Several highway and planning considerations must be taken into account when considering roundabout improvements and sponsors' signs.

4.2 Wiltshire Council, as the Highway Authority, has its criteria for sponsorship of roundabouts, which are:-

-Visibility must not be obscured

-The form of landscaping must be approved on highway safety terms

-Signs must:

- be no greater than 0.5 metre in height and 1.0 metre in width
- not carry advertising other than the name of the sponsor and the Town Council
- not be coloured or designed to look like direction signs
- not be attached to highway furniture.

4.3 Wiltshire Council, as the Planning Authority is required to grant planning permission or advertisement consent, if necessary.

4.4 Advertisement consent may be required for the design and location of sponsorship signs.

4.5 Planning permission may also apply to any improvement, which is more ambitious than a simple horticultural or arboricultural works.

5. ENVIRONMENT

5.1 Planting by the Town Council will only be considered that enhances the existing landscape, and which will be maintained above the present minimum levels.

5.2 Design work to roundabouts and gardens should integrate with the local landscape and take account of townscape character, designated areas, buildings, and features.

5.3 Commercial sponsorship of roundabouts and gardens may involve the improvement of both hard and soft landscapes elements. Innovative proposals involving hard landscape will not be discouraged if they contribute to delivering the council's environmental objectives.

5.4 Designs will not be permitted that may be distracting to drivers including flower arrangements that depict written messages.

6. **SIGNAGE**

- 6.1 An important element of sponsorship is signage. This must be properly designed to ensure that improvements to roundabouts are not negated by the visual intrusion or clutter of signs.
- 6.2 The Council will determine the type and style of all plaques/ signage with the aim of having a unified approach throughout the town, before seeking the approval of the highways department.

Approved and Adopted by Full Council on 4 April 2022

To be reviewed April 2024

SPONSORSHIP AGREEMENT

THIS AGREEMENT is dated and made between Melksham Town Council of the Town Hall, Market Place, Melksham, SN12 6ES (the Council) and XXXXX of address is (the Sponsor) in respect of the sponsoring of the maintenance and/or enhancement to the landscaping of the Roundabout/ Garden/ Planter as detailed on the attached plan (the Roundabout/ Garden/ Planter)

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

1. Sponsorship fees shall be payable in advance on the first day of commencement of the agreement. The Sponsor will meet the costs of any additional landscape enhancements agreed by the Council in full.
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. "Maintenance" means the grounds maintenance works as determined by the Council.
3. The Council will erect and maintain sponsorship plaques on the Roundabout. The plaques will be of a size and appearance as not to interfere with traffic flow or present a hazard to motorists or other road users. The placement size and appearance and the number of plaques to be erected 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 plaque shall be subject to the restrictions of Section 96 Highways Act 1980 per Wiltshire Council – see Appendix 2.
5. The Council shall have the absolute right to require the Sponsor to remove any plaque which is of a 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 plaque within 24 hours, failing which the Council shall remove the plaque.
6. The Council will erect and maintain sponsorship plaques/ signage on gardens and planters.

7. The cost of providing, installing, maintaining, and replacing plaques is to be met by the Sponsor.
8. Sponsorship is to commence from the date of this agreement and is to run for a period of one year from the date hereof.
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 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 to 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. It will also be necessary for the Council to carry out planting and maintenance to the gardens and planters throughout the year.
12. The rights and obligations of the Sponsor in this agreement shall not be assigned without the prior written consent of the Council.
13. 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 not 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.
14. It is agreed that if there are changes in external legislation, circumstances, or policy outside the control of the Council, the Council reserves the right to terminate this agreement and remove the plaques/ signage.

Terms agreed and accepted:

Melksham Town Council

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Position

On behalf of ()

Position

- 1 *All conditions in the Licence including those set out in the 2nd Schedule must be complied with.*
- 2 *Wiltshire Council may withdraw this Licence after 30 days' notice if it is necessary for them to exercise their duty as highway authority.*
- 3 *If it is necessary for Wiltshire Council to reinstate the areas of land specified in the 1st Schedule to their original condition, they may recover the expenses reasonably incurred from the Licensee.*
- 4 *It is a condition of the Licence that the Licensee shall indemnify the Council against any claim in respect of injury, damage, or loss, including any claim by or on behalf of statutory undertakers or other appropriate public utilities arising out of the planting or presence of trees, shrubs, plants, grass, or guards in the area of land specified in the 1st Schedule. It is advisable for the Licensee to have public liability cover for not less than £5,000,000 to provide this indemnity.*
- 5 *This Licensee is subject to the right of statutory undertakers or other public utilities as appropriate to place apparatus in, under or over the said highway or to maintain remove or replace existing apparatus and shall in no way prevent the placing, maintaining, removal or replacement of such apparatus.*

1st Schedule

1. *Conditions agreed by Wiltshire Council for cultivation and maintenance by the Licensee, are as follows:*

The lighting columns should be kept clear of planting in order that access to the inspection doors is always maintained.

To ensure that visibility at junction areas is not compromised.

2nd Schedule

1. *The area of land specified in the 1st Schedule shall be cultivated and maintained in such manner that it shall not interfere with any apparatus of statutory undertakers or other appropriate public utilities. Prior to digging to a greater depth of 250mm, the Licensee shall contact all Statutory Undertakers to locate any apparatus within the land specified and will supply information on all apparatus to Wiltshire Council for approval.*
2. *The Licensee may erect guards (approved by the Divisional Highway Manager) on the area specified in the 1st Schedule, for the purpose of protection of trees, shrubs, plants, or grass verge only and not to cause annoyance or interfere with the passage of persons using the highway.*
3. *In conjunction with Section 141 of the Highway, no trees shall be planted in a made-up carriageway, or within 15 feet from the centre of a made-up carriageway.*

4. *The trees, shrubs, plants, grass, or guards shall be planted and maintained in such a manner as not to cause nuisance, annoyance, or danger to users of the highway and, you the Licensee shall comply with the following:*
 - a) *No tree, shrub, plant, or grass which is of a poisonous nature (whether by reason of fruits, flowers, leaves or otherwise howsoever) or is otherwise likely to constitute a source of danger to persons or animals shall be planted on the highway under this Licence.*
 - b) *All trees, shrubs, plants, grass, or guards to which the Licence relates shall be always kept in a trim and tidy condition and shall not be allowed to become a source of danger or interfere with the passage of persons using the highway.*
 - c) *All trees, shrubs, plants, grass, or guards to which the Licence relates shall not be allowed to overhang the boundary of the Highway verge specified in the 1st Schedule.*
 - d) *The Licensee shall not remove any soil from the part of the area of land specified in the 1st Schedule or otherwise do anything to interfere with the foundation of the rest of the highway.*
 - e) *Any existing trees should only be maintained by a qualified tree surgeon to the standard laid down in BS3998: 1989.*
5. *If any of the above conditions in clauses 1 and 2 of the 2nd schedule are not complied with, Wiltshire Council may without prejudice to their power under Section 96 of the Highways Act 1980, withdraw the Licence, within 7 days' notice, to the person who is for the time being the current Licensee. Wiltshire Council may recover any expenses incurred in reinstating the Highway from the Licensee.*
6. *With the prior written permission of the Divisional Highway Manager, on roads subject to a 30mph speed limit, wooden marker posts may be erected in the verge provided that:-*
 - (i) *The posts do not exceed 800mm (2ft-4ins) in height.*
 - (ii) *The posts are positioned 300mm (1ft-0ins) from the edge of the carriageway.*
 - (iii) *The posts do not exceed 150mm x 150mm (6ins x 6ins) in cross-section.*
 - (iv) *The posts are of either natural wood colour, painted white, or painted black and white in horizontal bands.*
 - (v) *The posts are vertical and firmly embedded in the ground with a suitable foundation if necessary.*
 - (vi) *The posts are located over 1.5metres (4ft-6ins) apart.*
 - (vii) *The posts do not obstruct visibility for road users.*
 - (viii) *The posts are fitted with suitable white reflective markings facing towards the oncoming traffic, and with red reflectors on the reverse.*
 - (ix) *The posts shall be kept in good condition with the reflective markings kept clean and replaced as necessary.*

- (x) *Excavation of foundations of posts may only be carried out by NRSWA accredited personnel. (A list of suitable contractors is available on request). No excavation for posts shall take place until all relevant information is obtained from the public utilities. The location of posts may have to be adjusted where there are underground services so that the spacing between them is increased or the distance from the carriageway edge is greater than 300mm. Attention is drawn to the potential danger of excavating in verges where public utilities equipment, including high voltage electricity cables may be present.*
- f) *With the prior written permission of the Divisional Highway Manager, collapsible black and white marker posts may be erected in the verge provided that:*
- (i) *The posts do not exceed 1,000mm (3ft-3ins) in height.*
 - (ii) *The posts are positioned 450mm (1ft-6ins) from the edge of the carriageway or as agreed.*
 - (iii) *The posts do not exceed 150mm (6ins) in width.*
 - (iv) *The posts are collapsible, or plastic or similar material, and coloured black and white in horizontal bands of 225mm to 350mm depth.*
 - (v) *The posts are vertical and firmly embedded in the ground with a suitable foundation if necessary.*
 - (vi) *The posts are located over 1.5metres (4ft-6ins) apart.*
 - (vii) *The posts do not obstruct visibility for road users.*
 - (viii) *The posts are fitted with suitable white reflective markings facing towards the oncoming traffic and with red reflectors on the reverse.*
 - (ix) *The posts shall be kept in good condition with the reflective markings kept clean and replaced as necessary.*
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7. *Excavation of foundations of posts may only be carried out by NRSWA accredited personnel. (A list of suitable contractors is available on request). No excavation for posts shall take place until all relevant information is obtained from the public utilities. The location of posts may have to be adjusted where there are underground services*

8. *Signs should adhere to the following restrictions:*

Any signs placed on the roundabouts must be approved by the local Highway Authority and comply with the following:-

The sign face:-

1. Should not exceed 0.3 sq metres in area
2. The sign must contain the wording "Sponsored by" or "Sponsors of"
3. Should not be made of reflective material
4. Should not use colours that closely resemble traffic signs
5. Should not contain open hours, telephone numbers and e-mail addresses
6. Should not promote alcohol, tobacco, political parties, or business of a sexual nature
7. Should be discreet and respect its surroundings
8. May be illustrated with the maximum of two emblems i.e., the Town Crest and the Sponsors logo.

The sign should be erected:-

9. By the highway authority or an accredited contractor
10. At low level between 300mm and 900mm above ground
11. On a separate post from any sign
12. Where it does not obstruct sight lines and vehicles
13. Where it will not be so distracting or confusing that it creates a hazard for, or endangers, road users who are taking reasonable care for their own and other safety
14. Where it will not present a hazard to pedestrians.

MELKSHAM TOWN COUNCIL SPONSORED ROUNABOUT, GARDEN AND PLANTER SCHEME

Initial arrangements for the sponsorship of Melksham's roundabouts, gardens and planters and continuing promotion of the scheme

1. An advertisement will be published in the Melksham Independent News, and on the Council's website giving details of the roundabouts, gardens, and planters within the town for which sponsors are being sought. An indicative level of the estimated monetary level of sponsorship sought will be given. This will be based on the annual maintenance, administration and signage costs acknowledging the sponsorship to the Council. Expressions of interest by sponsors should be sent to the Town Hall within 14 days of the date of the publishing of the advertisement
2. The Council will evaluate the sponsorship applications within 14 days of receipt and shall at its discretion decide who the successful tenderer will be
3. In the event of not receiving a tender for any of the roundabouts, gardens, or planters that the Council offers for sponsorship under this scheme, they will then be readvertised on the Council's website, as will any that become available for sponsorship in the future
4. In addition, a comprehensive programme of advertising and promotion will continue for those that remain un-sponsored
5. Any approach from any organisation for sponsoring a roundabout, after the initial tendering process, will be dealt under the officer delegated decision process.