Sponsorship of roundabouts
Policy statement

Version 1.4 2012
Transportation – Highway Network Management
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Introduction

Cornwall Council is empowered to control the nature and appearance of the Highway environment. The Council undertakes routine maintenance of its roadside verges and roundabouts by cutting grass, weed spraying and treating trees.

Historically, the District Councils undertook amenity area cutting and planting. However, all six Districts and the old County Council operated their own sponsorship schemes.

The current policy was considered by a Single-Issue Panel of the County Council in 2005. The issue of sponsorship of signs was reconsidered by the Executive on 12th July 2006.

Under the Localism Agenda & the “Big Society” voluntary groups, Parish Councils and Town Councils are being encouraged to take on the running of local services and shape and protect the character of their neighbourhood.

Roundabouts are highway features designed to assist with traffic movement and safety. Allowing third parties to work in the Highway without suitable policies, specifications and guidance could result in highway safety being compromised; putting the Council at risk of litigation for failing in its statutory duty of care and or placing a financial burden on the Council in resolving issues at a later date.

Uncontrolled planting could lead to inappropriate use of trees/shrubs, diminished visibility, obstruction and long-term maintenance liabilities/damage.

Unauthorised sponsorship signing could fall outside permitted planning policies. Multiple sponsorship of a single site could lead to a proliferation of signing. These signs could cause a distraction to drivers, diminish the effectiveness of official traffic signs and represent a physical hazard in an accident.

Sponsors are likely to want to use physical structures to augment their planting displays e.g. flags/poles, raised bedding involving construction of walls, placing of features such as boats, cannons, anchors etc. Uncontrolled, these may represent a hazard to the travelling public and may breach planning regulations. With local communities vying for awards such as Britain in Bloom, competition may lead to ever more elaborate structures/planting requiring considerable maintenance and access.

Access to certain roundabouts is inherently dangerous due to their size, location, approach speeds and volumes of traffic. The Council must ensure that anyone working within the limits of the Highway does so safely and with appropriate traffic management. Traffic management invariably causes congestion to some extent. At certain locations this would be unacceptable to the wider community and travelling public. Under the Traffic Management Act 2004 the Council is required to minimise congestion and road space occupation and ensure the expeditious movement of all traffic (including pedestrians). To that end, traffic control and physical obstructions or potential visual distractions must be properly considered during the design of landscaping schemes.
Under the New Roads and Street Works Act 1991 the Council has a duty to coordinate traffic control on the Highway network.

The Highways Act 1980 gives statutory powers to the Council to assert highway rights and a duty of care to the highway user.

Due consideration must be given to The Town and Country Planning (Control of Advertisements) (England) Regulations 2007 and approval of sponsorship signage must be weighed against the wider push to reduce street clutter and over signing.

Maintenance of planters, decorative verges and roundabouts places a burden on limited Council budgets. It is anticipated that a significant cost saving could be achieved by permitting the sponsorship of appropriate sites. As many roundabouts and verges are seen as a gateway to the local area the appearance of these significant features can be used to give the positive impression desired by the local community.

It is recognised that an opportunity exists to have private businesses or local communities sponsor the maintenance of the landscaping, at prominent locations, in return for being permitted to display advertising signs.

These sponsors will be providing funding specifically to enhance the appearance of roundabouts. In permitting sponsorship, policies and procedures must be put into place to show that the Council is a responsible authority protecting the public and ensuring the safe, free movement of traffic.
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:

1 Central islands on roundabout junctions

In exceptional cases additional highway areas may be considered, including:

1 Landscaped areas, embankments or verges at approaches to towns or villages
2 Wide landscaped verges at major junctions

The policy will be implemented by CORMAC Solutions Ltd. In exceptional circumstances it is recognised that there may be a legitimate case to depart from this policy. These situations should be referred to the Highway Network Manager, Transportation Service, for consideration.

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 – Cornwall Council.
Roundabout – A road junction in which traffic streams circulate around a central island that forms part of the highway.
Verge – Strip of 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
Landscape 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 two 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 local authority, charitable 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 alcohol, political groups/parties, tobacco, the sex industry and or any illegal activity/product.

Sites that may be sponsored

Not all roundabouts are suitable for sponsorship. Appendix A gives general guidance on the suitability of sites. The Council’s decision on suitability of sites is final as decisions will be made by engineering staff on highway safety grounds.

A list of the roundabouts in Cornwall (Appendix E) is available on request and will be published on the Council website. This list does not include any that are painted and or without a form of kerbing e.g. mini roundabouts

The sponsorship scheme will be administered by the Council’s contractor, CORMAC Solution Ltd (CSL), who will maintain a database of roundabouts, their availability, agreements and costs.
Sponsorship or adoption

Appendix B gives guidance to interested parties as to whether their proposals represent adoption or sponsorship. The Council will only give consideration to requests for sponsorship of a roundabout. At this time proposals to adopt will not be considered.

Priority system

In recognition of the importance of the local community, the Council will offer town and parish councils the first opportunity to enter into an agreement to sponsor any suitable roundabouts in their area – see Appendix C. Where a roundabout forms a boundary between two communities the Council will permit joint sponsorship.

A system of bidding to sponsor roundabouts could disadvantage community and voluntary groups and charities with limited funds. Thus, CSL will publish (on the Council’s internet site) a list of all available roundabouts. When interest is expressed in sponsoring a roundabout CSL will provide estimates on a site by site basis; costs will include a annual advertising charge where potential sponsors are commercial enterprises (see Costs).

On receipt of a request to sponsor a roundabout CSL will contact the local council (town or parish). CSL will advise them of the interest and offer the local council the opportunity to sponsor the roundabout. Should the local council not wish to sponsor the site it will be offered to those originally showing interest. CSL will discuss a brief/design and supply a more detailed estimate of the likely annual costs. If acceptable this will be the basis of a full design and the agreement.

CSL will discuss design preferences and produce a preliminary estimate (normally within 28 days). This estimate will be subject to change based on the agreed final design. Assuming the local council do not wish to sponsor the site and the potential sponsor accepts the quotation, sponsorship of the roundabout will be offered to them. Request to sponsor will be dealt with on a first-come-first-served basis. Should a potential sponsor decide the costs are too great or design agreement cannot be reached the roundabout will be marked as available on the Council’s internet site, giving others the opportunity to express an interest.

Design of roundabout planting and features

CSL will prepare planting designs and schedules in consultation with the sponsor. CSL will endeavour to ensure that designs reflect the character of the local area. However, certain overriding parameters will confine designs:

1. Highway safety will take precedence. This may restrict species of plants and or any additional features e.g. cannons, anchors etc. Visibility, access and frequency of maintenance visits will be considered.

2. Rural locations may be planted only with local species of local provenance. Exotic species may be considered in urban areas only i.e. typically having speed limits of 30mph or less.
3. Consideration will be given to the wider ecological environment. Ecological impact on protected species may limit designs e.g. habitation by dormice, presence of bee orchids, areas known for bird feeding (e.g. oystercatchers) etc. – this is not a definitive list.

In certain circumstances sponsorship will be restricted to maintaining “as is” i.e. with the current design and maintenance standards.

Inclusion of roundabout features such as raised planting beds, sculptures, buildings/structures, boats, anchors, cannons and the like will subject to the prior approval of the Council. Certain designs may require planning permission; the cost of obtaining this will be borne by the applicant. CSL will liaise with the Planning section and assist the sponsor with their application.

Existing street furniture will be maintained in accordance with Council current standards (which may be subject to change) and within budget constraints. Thus, street furniture will not be kept in “as new” condition and will be permitted to deteriorate until it reaches a threshold dictated by Council policy. Should a sponsor wish these standards to be raised CSL may agree to do so but will charge accordingly. Such considerations will be included in the Agreement or set as an amendment thereto.

As part of each scheme consideration will be given to access to the roundabout for maintenance works. This may necessitate the construction of a hard standing and section of dropped kerbing either on the roundabout or in a safe location near to the roundabout. These will be considered ancillary works for which any costs will be the responsibility of the sponsor.

**Signing**

The incentive for sponsorship will be Council approval for the placement of advertising signs within highway limits.

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 D):

1. No more than three (sponsorship signs) in total at one site (Junction/Intersection/Roundabout) – numbers being site dependent
2. Must not exceed 0.3 square metres in area (per sign)
3. Must have a white background
4. Must have lettering not exceeding 60mm ‘X’ height
5 Must not be retro-reflective or fluorescent
6 Must not be illuminated other than by existing street lighting or daylight
7 May include a coloured logo(s) (not exceeding 250mm x 250mm) (see Appendix D)
8 Must be of a robust construction and mounted on two suitable anodised posts
9 Must not be higher that 800mm from surface level to top of sign
10 Must be installed by a person who is Street Works accredited and appropriately qualified.
11 Must not include wording or symbols that direct traffic
12 Must not include wording or symbols that may cause offence
13 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)
14 Must be maintained in a safe condition
15 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 CSL. 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, CSL 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 D (although no more than three signs will be permitted).

**Duration of Sponsorship**

From a horticultural perspective any planting scheme will need time to establish. Thus, roundabouts will be maintained to agreed standards with a single planting design for a period of not less than five years.

The minimum Term of Agreement for sponsorship will be two years. If after this time (or during), there is a change in sponsor any new agreement will be on the basis that the existing planting/design is inherited. This will be reflected in the cost to any sponsor, insofar as; the Council’s quotation will not include any redesign/initial planting costs.

After the five-year horticultural period has expired should a design change be requested the Council will re-quote for the desired/agreed works.
Once a sponsorship agreement has been entered into, and subject to mutual agreement, the two-year term may be extended and subject to the Council’s discretion and the following:

Prior to renewal, after three terms of continued agreement with one sponsor, the local council will be offered the opportunity to sponsor the roundabout. Should they decline, the agreement may be extended with the original sponsor for a further three terms before this process is repeated.

On safety grounds, or for any other legitimate reason, at any time CSL 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, CSL would look favourably on any request from a sponsor who wishes to terminate the agreement.

There may be times when CSL has to 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**

The cost of sponsoring a roundabout will depend on two main factors:

1. Whether you are a community group (Town or Parish Council) or a commercial enterprise. An annual advertising charge will be added to quotations to commercial organisations (please see below)
2. The extent and nature of the agreed design.

**Costs to Local Council Sponsors**

Where a roundabout is to be sponsored, CSL will provide an estimate of the likely cost of maintenance (for the full agreement period). To this the initial costs of planting, signing, ancillary works etc. will be added, as will inspection costs and any consent costs (planning permission etc). The total will be divided by (two) the term of the agreement (years), thus, giving an annual sponsorship figure, payable in quarterly instalments.

The costs of all ancillary works will be responsibility of the sponsor unless these works were to be included as part of a CSL improvement or maintenance scheme.
Costs to Commercial Sponsors

Commercial sponsors will be charged an annual advertising charge dependant on the traffic data of roads feeding into the junction/roundabout.

The pricing for available roundabouts can be found on the Roundabout sponsorship media sheet at www.cornwall.gov.uk/advertising

Where a roundabout is to be sponsored, CSL will provide a quotation for the construction and maintenance costs. To this the inspection and annual advertising charges will be added. The first-year charge will cover the approval(s), construction, inspection and annual advertising charge, which will be payable 100%. For following years, the cost will be invoiced at 6 monthly intervals.

General costs – incurred by any sponsor

All initial construction works will require inspection by the Council’s Street works department. To cover inspection costs the Council will levy a £100 (one hundred pound) charge that will be included in the price quoted. Two inspections will be undertaken, one during the works and one on completion. Additional charges may be made for each visit as a result of works being non-compliant with Council standards.

Certain designs may require planning permission and or advertisement consent; the cost of obtaining this will be borne by the applicant and identified in the CSL quote. Where necessary, a planning application will be made by CSL and all costs for making the application will be borne by the sponsor. Appeals against planning decisions will not be undertaken by CSL; all costs for making an appeal shall be borne by the sponsor.

Sponsors will be responsible for all costs associated with advertising signs.

Typical costs* borne by the sponsor:

1. Own administration costs
2. Own legal expenses associated with the agreement and resolution of issues (including planning permission/advertising consent where required)
3. Design, production, erection and maintenance of sponsorship signs
4. Scheme design (own time etc)
5. Works (construction, planting, maintenance, repair & replacement) of all non-standard highway furniture/features inc. replacement of damaged, dying/dead, diseased or stolen plants
6. Public liability insurance (where required)
7. Traffic management and street works noticing (included in sponsorship estimates)
8. Any temporary traffic regulation orders required to construct or maintain the site (included in sponsorship estimates)

9. Any appeals the sponsor wishes to make regarding planning issues.

10. Typical costs borne by the Council:
   1. Own costs associated with design, consultation and supply of estimates
   2. General advice
   3. Existing highway furniture/feature maintenance
   4. Own administration (including invoicing and receipts)

The Council will seek to recover all costs associated with a breach of agreement. Where possible and practical CSL 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 sort for theoretical or actual loss of income due to missing or damaged advertising signs.

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 6 monthly with due expedition (initial annual payment before works commence)
3. Where appropriate ensure that suitable public liability insurance is in place (copies of certificates must be available on request)
4. Notify the Council of any issues, complaints or incidents that could give rise to an insurance claim within two working days
5. Ensure that the letter and spirit of the agreement is adhered to

What a sponsor can expect from the Council

The Council and its representatives will act with reasonableness and parity in all matters. CSL will:

1. Prepare a sponsorship agreement
2. Prepare and provide an invoice in advance of the agreed works
3. Prepare and provide advance invoices throughout the term of the agreement
4. Prepare and provide receipts for all payments received
5. Specify the extent of the area to be maintained within the Agreement
6. Define the level of maintenance (inc. frequency, nature of works inc. litter picking)
7. Agree the size, appearance, wording and locations of all advertising signs
8. Seek planning permission and or advertising consent for the agreed design/signs (if required)
9. Act to ensure that the Council incurs no costs in the event of a breach of Agreement.
10. Ensure that the letter and spirit of the Agreement is adhered to
11. Take digital photographs of the area prior to any works (that show the general area, condition and features)
12 Where practical and reasonable, CSL will seek to recovered costs of sponsorship sign damaged as a result of an accident (on behalf of the sponsor).

13 Maintain a detailed list of roundabouts, sponsorship agreements etc that can be viewed over the internet.

14 Maintain highway furniture in accordance with the Council’s “Highways Maintenance Manual” - where a sponsor wishes these standards increased CSL may agree to do so but will charge the additional costs accordingly.

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

CORMAC Solutions Ltd (CSL) will act for the Council in all matters listed herein. However, the Highway Network Manager (Transportation Service client) will adjudicate in all disputes and will give final ruling on any requests to depart from this policy.

**Breach of Agreement**

In the event of a breach of agreement CSL will endeavour to resolve the issues behind it. Where this fails the Council will seek to terminate the agreement and to secure another sponsor for the site. If CSL is unable to find another sponsor CSL will consider returning the site to normal highway standards and recovering the costs for doing so. In these circumstances CSL may return to site to a condition akin to that prior to sponsorship e.g. removal of vegetation and or features that would otherwise cause an increase in maintenance costs.

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

Any activity undertaken by a sponsor that endangers highway users will be considered a serious breach of agreement. The Council will investigate any such instances and as a result may terminate the agreement immediately.

In any one year, up to three written warnings may be given for lesser infractions before the Council may opt to terminate the agreement (e.g. late payments).

Any person or group that habitually makes late payments (where funds are not with the Council within 28 days of the invoice date) will be considered in breach of agreement.

Where any activities, undertaken by the sponsor, necessitate unscheduled inspections by the Council, these will be charged for at a rate of £50 per visit.

The Council will endeavour to recover all costs associated with any breach of Agreement.
Consultation and engagement

Pete Tatlow & Paul Allen – Area Network Managers, CORMAC Solutions Ltd
James Macfarlane – Vegetation Adviser, CORMAC Solutions Ltd
Vanessa Davis – Legal Officer, Democratic and Procurement Services
Matt Stribley – Traffic Manager, Transportation Service
Davinia Grist - Communications Manager, Strategy, Localism and Communications

Performance and risk management

CORMAC Solutions Ltd (CSL) will hold and maintain the list of sponsored roundabouts. CSL will administer the Agreement, undertaken routine highway maintenance inspections, monitor complaints/comments and generally ensure compliance with the sponsorship agreement.

Where there is non-compliance CORMAC Solutions Ltd will take action in accordance with this policy, thereby, mitigating risk.

This policy should be ratified by the Portfolio Holders for Transportation and Planning initially, trialled for a period of eighteen months, then taken to Scrutiny Committee.

The policy should be reviewed on a five year cycle. Should a need arise to make urgent changes the Highway Network Manager (TWE Client) must be informed.

Communicating the policy

Local town and parish councils will be made aware of the policy by CSL. The policy and list of roundabouts will be advertised on the Council’s internet site.

Community Network Managers will be encouraged to bring this policy (and the opportunity to sponsor a roundabout) to the attention of the business community.

Information and training

For more information please contact:
Highway Network Manager or Highway Network Policy Officer
A3, Carrick House
Truro
TR1 1EB
Legal Requirements

Highways Act 1980:

Highways Act 1980 Section 41 – Duty to maintain highways maintainable at public expense

Highways Act 1980 Section 96 – Powers of highway and local authorities to plant trees, lay out grass verges etc

Highways Act 1980 Section 141 – Restriction on planting of trees etc in or near carriageway.

Highways Act 1980 Section 142 – Licence to plant trees, shrubs etc in a highway

Highways Act 1980 Section 161 – Penalties for causing certain kinds of danger or annoyance

Highways Act 1980 Section 282 – Power of highway authority to execute works for mitigating adverse effect of construction or improving etc highway

The Town and Country Planning Act 1990

New Roads and Street Works Act 1991

Safety at Road works and Street works- A Code of Practice: Second Edition 2002

Traffic Management Act 2004 c18 Part 2 – General duties in relation to network management Section 16

The Town and Country Planning (Control of Advertisements) (England) Regulations 2007

The Contracting Out (Highway Functions) Order 2009


Evaluation and review

This policy should be reviewed every five years