



ADVERTISING BOOKING FORM

Area: Roundabouts

Contact Name		Phone	
Email			
Company Name and address			
Postcode			

Allocated Slot #	Display Start Date	Display End Date	Renewal confirmation date (1 month prior to Display end date)	Cost (£)	VAT @ 20% (£)	Total Cost (£)
Total amount due						

(continue on a separate page if necessary)

I have read and understood the terms of the Sponsorship Agreement overleaf

Signature		Date	
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Payments to be made to BCP Council.

Any questions regarding your booking, please contact:

natalie.tye@bcpcouncil.gov.uk

Direct Line 01202 451553

BCP Council Parks, Queen's Park Pavilion, Queen's Park West Drive BH8 9BY



Sponsorship Agreement

This Agreement dated _____ is made between _____ and the BCP Council Town Hall Bourne Avenue Bournemouth BH2 6DY (the Council).

1. INTERPRETATION

Sign: the advertisement sign constructed in accordance with the Specifications and **Signs** means more than one advertisement sign constructed in accordance with the Specifications.

Specifications: the specifications (including but not limited to the advertisement designs artwork size specifications materials design of sign(s))

2. WHEREAS

- a) The Council is offering local companies and local councils the opportunity to apply to sponsor a site.
- b) Sponsors enter into a contract with the Council paying an annual fee.
- c) The Sponsor has submitted to the Council for its prior approval the Specifications.
- d) The Council has approved the Specifications.

3. The Council permits the Sign (or if applicable Signs) to remain on the site (s) for the term subject to the Sponsor paying the sponsorship fee and all VAT in respect of it in accordance with the conditions contained herein and subject to clauses 6 and 8.

4. Unless specified otherwise in the Specification, the council agrees to erect the Sign(s) on the Site (s) in accordance with the Specifications and then maintain the Sign(s) on the Site (s) for the term.

5. Unless otherwise specified in the Specification, the Sponsor agrees that once erected the Council will own the Sign (s).

6. Notwithstanding any provision contained in this Agreement, the Council reserves the right to remove or re-site any Sign(s) or features or greenery or plants or anything else on the Site(s) as the Council sees fit for at its absolute discretion (for example) for road safety, traffic management or if any Sign(s) is offensive to morals and decency as determined by the Council.

7. The Sponsor will pay the Council in full the Sponsorship Fee and all VAT in respect of it within 30 days of the commencement of the Agreement; or

8. This Agreement and the Term shall end on the earliest of;

- a) The first anniversary of the date of this Agreement;
- b) The Council giving notice to the Sponsor to terminate the Agreement with immediate effect if the Sponsor breaches any of the obligations contained in the Agreement.



c) the expiry of not less than one month's notice to terminate given by the Council to the Sponsor

9. Termination of this Agreement shall not affect the rights of either party in connection with any breach of any obligation under the Agreement which existed at or before the date of termination.

10. If this Agreement terminates in accordance with clause 8 (c) then within 28 days after the date of termination, the Council shall refund to the Sponsor, so long as the Sponsor has paid the whole or the relevant proportion of the Sponsorship fee.

a) 100% of the Sponsorship Fee and any VAT provided that this Agreement terminates in accordance with clause 8c within one month of the commencement of the Term.

b) 75% of the Sponsorship fee and any VAT provided that this Agreement terminates in accordance with clause 8 (c) within a period of not less than one month of the commencement but not more than two months of the commencement of the Term.

c) 50% of the Sponsorship fee and any VAT provided that this Agreement is terminated in accordance with clause 8 (c) within a period of not less than two months of the commencement of the Term but not more than three months of the commencement of the Term.

However, there shall be no obligation upon the Council to refund to the Sponsor the whole or any proportion of the Sponsorship Fee or any VAT, if this Agreement terminates after three months from the commencement of the Term.

11. It is hereby agreed that and declared that there shall be no flashing lights on the Sign(s).

12. The Sign(s) must comply with UK Advertising Codes and must be legal, decent, honest, truthful, must be responsible, truthful, must be responsible, not offend and must be approved in writing by the Council before the date of this Agreement.

13. Unless otherwise specified in the Specification(s), the Sponsorship Fee shall only cover the cost of media bookings and is exclusive of (but not so far as to limit the generality of the foregoing).

a) any VAT that may be chargeable; and

b) the costs of Specifications art work and production, installation and dismantling of the Sign(s) display material and advertising hoarding.

14. Where the Sign(s) materials and artwork are to be provided and installed by the Sponsor then all display material and artwork must be delivered by the Sponsor on time, at times specified by the Council or its representatives and must be delivered by the Sponsor within the Term and there shall be no extension of the Term as a result of late delivery of such items or materials.

15. Where the sign(s), materials and artwork are to be provided and installed by the Sponsor the Council will not be responsible or liable for any costs in respect of any delay in erecting the sign(s) where any Specifications, artwork, display material artwork or any other materials have not been supplied at the time or times specified in clause 14.



16. where the Sign(s) and artwork are provided and installed by the Sponsor then the Council shall not be held liable for any damage to the Sign(s) materials and artwork caused by third parties or members of the public.

17. The Sponsor shall keep the council indemnified against all liabilities, expenses, costs, including but not limited to solicitors or professional costs and expenses, claims, damages, losses suffered or incurred by the Sponsor arising out of or in connection with any breach of any Sponsors covenants in this Agreement, or any act of omission of the Sponsor, any respective workers, contractors or agents or any person with the actual or implied authority of any of them.

18. Without prejudice of the Sponsors liability under clause 17 the Sponsor will obtain and maintain: -

- a) a Public liability insurance policy against all risks including third party in an amount of not less than TEN MILLION POUNDS (£10,000,000) in respect of any one event or series of events arising from one event unlimited until the end of the Term, in terms to be approved by the Council with an Insurer of repute; and
- b) such other insurances policies in such sums as is deemed prudent in all circumstances by the Sponsor.

and the sponsor shall produce to the Council on demand a copy of the policy (s) of such insurance.

19. This Agreement will be governed by and interpreted in accordance with English Law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

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 to any political party or pressure group.
- No business or person entering into a sponsorship Agreement must regard it as a means of gaining favourable terms from the Council.
- Before the end of the one year Sponsorship Agreement period the Sponsor may, at the sole discretion, of the Council, be offered the opportunity to renew Sponsorship of the site(s) for a further one year period. However, this is not binding upon the Council who reserves the right to offer the Sponsorship to another party where it considers it is in the Councils interests to do so.



Any personal information you provide us with, will be held and used in accordance with the law and the Data Protection Act 2018. If you would like to find out more information about how we use your information, please see our Privacy Notice here: bcpcouncil.gov.uk/privacy