

**(DRAFT) AGREEMENT BETWEEN
LEDBURY TOWN COUNCIL
AND
..... (SPONSOR)**

Ledbury Town Council gives consent to [*insert name of sponsor*] (hereafter referred to as The Sponsor) to sponsor, plant and maintain, as per the previously agreed attached Planting plan and Maintenance Schedule attached, the Roundabout.

The planting (as per the agreed plan) should cause no inconvenience, but the following notes should be observed by The Sponsor.

1.0 Planting

1.1 Roundabouts are highway features designed to assist with traffic movement and safety, therefore Ledbury Town Council could be at risk of litigation for failing in its statutory duty of care if planting and sponsorship signing is not controlled.

- (i) Uncontrolled planting may lead to the inappropriate use of trees/shrubs, causing reduced visibility, obstruction and long term maintenance liabilities and damage.
- (ii) Unauthorised sponsorship signing may fall outside of permitted planning policies. Signs could also cause a distraction to drivers, diminishing the effectiveness of official traffic signs and may be a physical hazard in the event of an accident.

Therefore all planting and signage will be controlled and only planting included in the agreed Planting Plan and Maintenance Schedule will be permitted.

1.2 When The Sponsor is prepared to proceed with the planting, it should inform Ledbury Town Council at least seven days before the proposed start date to enable the Council to give its requirements regarding works if necessary.

1.3 The Sponsor will ensure that the area of the roundabout is left clean and tidy and nothing shall be deposited onto the adjacent carriageway or verges.

1.4 The Sponsor shall ensure that all necessary steps are taken to prevent damage to any statutory undertakers' apparatus (e.g. utilities, telecoms companies and/or Sewerage Authorities'), which may be affected by the proposed planting. In this respect The Sponsor's attention is drawn to the comments contained in the attached copy letter and/or plan regarding any apparatus identified (if applicable).

1.5 The Sponsor must have adequate, current Public Liability Insurance to cover claims in respect of injury, damage or loss, arising out of, or as a result of, its planting, maintenance or works carried out by its employees, machinery and/or tools within the highway.

1.6 The Highway Authority has the power to remove any obstruction or hazard to road users on the roundabout caused by any unauthorised planting or structure, or due to any scheduled maintenance not being carried out.

2.5 Any variations to the agreed Planting Plan or Maintenance Schedule must be agreed with Ledbury Town Council before these works can take place.

- 2.4 Should it become necessary to do so, Ledbury Town Council may, by giving 21 days' notice, instruct The Sponsor to stop cultivation, remove any trees and lay the roundabout to turf in a level manner at any time, and at its own expense.
- 2.5 Should The Sponsor wish to end its sponsorship and maintenance of the Roundabout, The Sponsor shall give Ledbury Town Councilmonths/weeks notice. If a new sponsor is not found within this notice period, The Sponsor may be asked to remove any trees and lay the roundabout to turf in a level manner at its own expense, before the Cultivation Licence is relinquished to Herefordshire Council.

Signed on behalf of The Sponsor by:

Date:

Signed on behalf of Ledbury Town Council by:

Date: