

Standard Terms and Conditions

For Roundabout Sponsorship in East Riding of Yorkshire

In these conditions:

1. Definitions:

the 'Council' means East Riding of Yorkshire Council as site owner of any relevant roundabout(s) which the Sponsorship is to appear or has appeared;

the 'Buyer' means the person placing with the Council the order for the Sponsorship, whether such person be the Sponsor of the product or service promoted or making the announcement therein ('the Sponsor') or the Sponsor's advertising agency or media buyer;

the 'Rates' means the Council's Sponsorship rates and specifications published from time to time and in effect for the time being and may include, among other matters, its scale of Sponsorship rates, technical specifications, copy and cancellation deadlines and setting styles, and standard conditions; and

a 'Sponsorship' means matter to be printed on the signage of any of the Council's relevant roundabout site(s).

2. The Buyer warrants that:

- 2.1 in relation to a Roundabout Sponsorship the Buyer contracts with the Council as a principal notwithstanding that the Buyer may be acting directly or indirectly for the Sponsor as an advertising agent or media buyer or in some other representative capacity;
 - 2.2 the reproduction and/or publication of the Roundabout Sponsorship by the Council as originally submitted or as amended pursuant to clause 3 will not breach any contract or infringe or violate any copyright, trademark or any other personal or proprietary right of any person or render the Council liable to any proceedings whatsoever; any information supplied in connection with the Sponsorship is accurate, complete and true;
 - 2.3 in respect of any Sponsorship submitted for publication which contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or any copy by which any living person is or can be identified the Buyer or the Sponsor has obtained the authority of such living person to make use of such name, representation and/or copy;
 - 2.4 in relation to any financial promotion (as defined under the Financial Services and Markets Act 2000), the Sponsor is, or its contents have been approved by, an authorised person within the meaning of that Act or the Sponsorship is otherwise permitted under the Act, under the Financial Promotion Order 2001, or under any other legislation subordinate to the Act;
 - 2.5 the Sponsorship complies with the requirements of all relevant legislation (including subordinate legislation, the rules of statutorily recognised regulatory authorities and the law of the European Economic Community) for the time being in force or applicable in the United Kingdom; and
 - 2.6 all Sponsorship copy submitted to the Council is legal, decent, honest and truthful and complies with the British Code of Advertising Practice and all other relevant codes under the general supervision of the Advertising Standards Authority.
3. The Council may, without derogation from the warranties contained in clause 2, refuse or require to be amended any artwork, materials and copy for or relating to an Sponsorship so as:
 - 3.1 to comply with the legal or moral obligations placed on the Council or the Buyer or the Sponsor;
 - 3.2 or to avoid infringing a third party's rights, the British Code of Advertising Practice and all other codes under the general supervision of the Advertising Standards Authority or the production and quality specifications stipulated or referred to in the Rates.
 4. The Council has the right at its discretion to decline to publish, or to omit, suspend or change the position of, any Sponsorship otherwise accepted for insertion. However, the Council will use reasonable efforts to comply with the wishes of the Buyer although it does not warrant the date of insertion, the wording, or the quality of the colour or mono reproduction of the Sponsorship.
 5. The Council will not be liable for any loss of copy, artwork, photographs or other materials, which the Buyer warrants that it has retained in sufficient quality and quantity for whatever purpose.
 6. Where the Buyer is the Sponsor's advertising agency, the Buyer warrants that it is authorised by the Sponsor to place the Sponsorship with the Council and the Buyer will indemnify the Council against any claim made by the Sponsor against the Council arising from the publication thereof.
 7. The Council shall have the right to change its scale of Sponsorship rates at any time.
 8. The Council shall not be bound by a stop order or cancellation or transfer of the Sponsorship unless it meets the requirements specified on the Rates, and any such instruction otherwise than prior to the deadline thereof shall not (even though it be followed by the Council) affect the Buyer's liability for payment for the Sponsorship.
 9. The Council may treat as a cancellation the fact that the Buyer is deemed unable to pay its debts or is otherwise in breach of any of these conditions.
 10. In the absence of any other specific arrangement between the Council and the Buyer, payment in respect of the Sponsorship (including any associated production, late copy and other charges) is due within 28 days on receipt of an invoice. Full details of each remittance are to be supplied to the Council by the due time. Payment shall mean the receipt by the Council (as it may direct) of cash or a cheque or at its bank of money transferred electronically or through the clearing banks' giro credit system.
 11. Payment for the Sponsorship shall be made as stated above whether or not the Buyer has received the Council's invoice.
 12. It is the responsibility of the Buyer to check the correctness of the Sponsorship (and of each insertion of the Sponsorship if more than one). Without prejudice to clause 46, the Council assumes no responsibility for the repetition of an error in a Sponsorship ordered for more than one insertion unless notified immediately the error occurs. Any other matter of complaint, claim or query (whether in relation to the Sponsorship or the invoice) must be raised with the Council in writing within seven days following (as the case may be) insertion of the Sponsorship or of the date on which it is claimed the Sponsorship should have appeared or of the receipt by the Buyer of the invoice giving rise to it.
 13. Without prejudice to the Council's entitlement to be paid for the Sponsorship as published a sum representing a reasonable proportion of the charge agreed at the time the Sponsorship was booked, the Council's liability is limited to a maximum at its option of giving a credit for its charge for the Sponsorship. Such complaint, claim or query shall not affect the liability of the Buyer for payment by the due time of the Council's charges for that and all other sponsorships.
 14. The Buyer will indemnify the Council and agrees to keep it indemnified against all claims, costs, proceedings, demands, losses, damages, expenses or liability whatsoever arising directly or reasonably foreseeable as a result of any breach or non-performance of any of the representations, warranties or other terms contained in these conditions or implied by law.
 15. The placing of an order for the insertion of an Sponsorship shall amount to an acceptance of these conditions and any conditions stipulated on an order form or elsewhere by the Buyer shall be void insofar as they are inconsistent with these conditions.
 16. The maximum liability of the Council for any loss which may result, whether directly or indirectly from the inaccurate insertions of any Sponsorship or competition, whether on a whole or in part from the omissions of a Sponsorship or competition shall not exceed the fees payable under this agreement.
 17. The Council will take responsibility for gaining planning consent for the roundabout site(s) in line with the Town and Country Planning (Control of Sponsorship) Regulations 2007.
 18. The Council will be responsible for the maintenance and upkeep of all roundabout Sponsorships and for the removal of any roundabout Sponsorships that have expired through contract or at the Buyer's request.
 19. The Council can only offer a maximum of a three year contract at any one time to a Buyer for roundabout Sponsorship. The Council will contact the Buyer three months before the contract expires to ascertain if the Buyer would like first refusal to continue with the roundabout Sponsorship(s) once the original contract is ended.
 20. No waiver or indulgence by the Council shall be effective save in relation to the matter in respect of which it was specifically given.
 21. These conditions shall apply to each contract for the insertion of a Sponsorship together with such additional conditions (if any) as may be set out in the Council's Rates and in the event of any variations or inconsistency between these conditions and the conditions set out in the Rates, the latter shall prevail.
 22. The contract which incorporates these conditions shall be construed under and governed by the law of England and the parties submit to the exclusive jurisdiction of the English courts.