

THIS LICENCE is made the _____ day of _____ Two Thousand and Nine **BETWEEN THE COUNCIL OF THE BOROUGH OF MILTON KEYNES** of Civic Offices 1 Saxon Gate East Central Milton Keynes MK9 3HG ("the Council") and **[Name of Sponsoring Company]** of **[address of Sponsoring Company]** ("the Licensee") of the other part

IT IS AGREED:

1. (1) IN consideration of the Licence Fee hereinafter mentioned the Council in pursuance of Section 50 of the New Roads and Street Works Act 1991 permits and licences the Licensee subject to the conditions of this Licence to retain the apparatus detailed in the Schedule ("the Roundabout Signs") on the roundabout specified in the Schedule

(2) This Licence shall commence on the **[date renewal period is to start]** day of **[]** 2003 and shall continue for a period of **five years** unless determined earlier in accordance with the terms of this Licence

(3) For the avoidance of doubt nothing contained in this Licence shall authorise the Licensee to use the airspace around within and above the Roundabout Signs or to place any other advertising material equipment or other fixtures and fittings to or on the Roundabout Signs or the roundabout.

2. The Licensee and the Council agree that the following conditions apply to this Licence:-

2.1 Payment of Licence Fee and Outgoings

2.1.1 The Licensee agrees to pay in each year of the Licence the Licence Fee of (£ _____) plus VAT. The Council will invoice for the Licence Fee at the start of the year to which the Licence Fee relates. All invoices are payable within 28 days of the date of the invoice.

2.1.2 The Licensee will be responsible for payment of any taxes rates and outgoings due in respect of or arising from the Roundabout Signs throughout the period of this Licence.

2.2 Damaged Signs

In the event that the Roundabout Signs become damaged by traffic accidents or are vandalised, the Council will arrange for replacement of the Roundabout Signs. The replacement Roundabout Signs will be to the original specification.

2.3 Change of details for Roundabout Signs

In the event of the Licensee changing its name or logo, the Licensee can apply in writing to the Council for consent for a new Roundabout Sign reflecting the revised details. The change of Roundabout Signs will be subject to such reasonable conditions as the Council may impose and a further fee will be payable.

2.4 Relocation of the Roundabout Signs

In the event that the Licensee is relocating and wishes to display the Roundabout Signs on an alternative roundabout, the Licensee may apply to the Council in writing requesting relocation to the alternative roundabout. The Council are under no obligation to agree to such a request. If the relocation is permitted by the Council, the Council will apply for advertisement consent, but the costs of such application and the Council's costs in relocating the Roundabout Signs will be payable by the Licensee.

2.5 Installation of Roundabout Signs

Any installation of Roundabout Signs required under this Licence will be carried out by the Council or the Council's nominated contractor. This is a condition of this Licence, imposed in the interests of safety.

2.6 Termination by the Licensee

If the Licensee no longer wishes to retain the Roundabout Signs in place or wishes to terminate this Licence, the Licensee must give no less than six week's written notice to the Council. This notice period is a statutory requirement and the Council cannot accept a shorter notice period.

Termination at any time throughout the period of this Licence will mean that the Licence Fee in respect of that year is still payable and if already paid will not be refunded. However, the Licensee will not be required to pay the Licence Fees due in respect of subsequent years.

2.7 Withdrawal of Licence by the Council

2.7.1 The Council may by no less than 7 days notice in writing served on the Licensee withdraw this Licence if:-

- a) the Licensee fails to comply with any provision of this Licence or the relevant part of the New Roads and Street Works Act 1991, or
- b) the Council are aware that the Licensee has sought to part with its interest in the Roundabout Signs, or
- c) the Council are aware that the Licensee no longer wishes to retain the Roundabout Signs in place or wishes to terminate this Licence,

In the event of the Licence being withdrawn under the above, the Licensee shall not be entitled to any refund of the Licence Fee paid. The Licensee will still be required to pay any Licence Fee due which has not been paid in full but for the avoidance of doubt this shall not mean that any Licence Fees for future years of this Licence are payable.

2.7.2 The Council may by no less than 3 months notice in writing served on the Licensee withdraw this Licence if the Council considers that the withdrawal of the Licence is necessary for the purpose of the exercise of their functions as a street authority. In the event of such withdrawal,

the Council shall refund to the Licensee a proportion of the Licence fee, calculated on a pro-rata basis.

2.7.3 The withdrawal of the Licence under the above provisions shall mean that this Licence is terminated.

2.8 Removal of Roundabout Signs

Where this Licence is withdrawn, is terminated or expires, the Council will remove the Roundabout Signs to which this Licence relates. In the interests of safety, removal of the Roundabout Signs by the Licensee is not permitted. Once removed, the Roundabout Signs will be retained by the Council.

2.9 Assignment of the Licence

Assignment of the Licence by the Licensee is not permitted. If the Licensee does not wish to continue with the Roundabout Sign, then notification to terminate this Licence must be given to the Council under the provisions of clause 2.7

2.10 Statutory Obligations

The Licensee is required to comply with the requirements of Section 50 and Schedule 3 of the New Roads and Street Works Act 1991 in relation to this Licence.

2.11 Dispute Resolution

If any dispute or question shall arise between the parties with respect to this Licence the matter in dispute shall be determined by a single arbitrator appointed by agreement between the parties or in default of agreement within 14 days of one party giving notice to the other of its nomination or nominations appointed by the President for the time being of the Royal Institution of Chartered Surveyors the duly appointed deputy of the President or any person authorised by the President to make appointments on his behalf on the application of either party in accordance with the Arbitration Act 1996

2.12 Variations

Variations to this Licence will only be effective if in writing and signed by both the Council and the Licensee. However, extensions to the time period of this Licence to reflect any periods when the Roundabout Signs are being replaced under the provisions of clause 2.2 shall be valid if in writing and signed on behalf of the Council. All such extensions shall be at the discretion of the Council. For the avoidance of doubt, unless otherwise expressly agreed in writing between the Licensee and the Council, no further Licence Fee shall be payable in respect of such extensions to the Licence period.

2.13 Service of Notices

Any notice under this Licence and any request for consent or approval may be served personally or by pre-paid registered or recorded delivery letter addressed in the case of the

Council to the Council's Project Partnership and Sponsorships Manager at Civic Offices 1 Saxon Gate East Milton Keynes MK9 3HG (or such other address as the Council may notify to the Licensee) and in the case of the Licensee at their registered office or place or business. Any notice so given by letter shall be deemed to have been served three business days after the same shall have been posted.

3. PROVIDED ALWAYS and it is hereby agreed that:-

- 3.1 This Licence shall not operate as any consent or authority other than pursuant to Section 50 of the New Roads and Street Works Act 1991
- 3.2 Any reference herein to any legislative provision shall be deemed to include a reference to any subordinate legislation rule order relative thereto AND any statutory modification or re-enactment for the time being in force

IN WITNESS thereof this Licence is executed the day and year first before written

Signed for and on behalf of the **COUNCIL OF**)
THE BOROUGH OF MILTON KEYNES)
by:-)

Signed for and on behalf of **[name of sponsoring**)
company] by:-)
)

SCHEDULE

"The Roundabout Signs"

Roundabout Sponsorship signs displaying the words " [REDACTED] " and the Licensee's company logo in the form attached on the roundabout called [REDACTED] as shown for the purposes of identification edged red on the attached plan.