

**DATED**

**2021**

**(1) ANSA ENVIRONMENTAL SERVICES LIMITED**

**(2) [SUPPLIER]**

**ROUNABOUT SPONSORSHIP AGREEMENT 2021**

ANSA Environmental Services Limited

**ANSA ENVIRONMENTAL SERVICES LIMITED**

Standard Terms and Conditions of Roundabout Sponsorship Agreement 2021

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**BETWEEN:-**

- 1. **ANSA ENVIRONMENTAL SERVICES LIMITED** registered in England and Wales (Company Registration Number 08714767 ) whose registered office is at Environmental Hub, Cledford Lane, Middlewich, Cheshire, CW10 0JR (“Ansa”); and
- 2. **[SUPPLIER]** registered in England and Wales (Company Registration Number [XXXXXX]) whose registered office is at [ADDRESS] (“the Sponsor”).

**BACKGROUND**

- A Ansa is a wholly owned company of Cheshire East Borough Council (“the Council”). The Council transferred the management of its environmental operations to Ansa with effect from 1<sup>st</sup> April 2014.
- B Ansa has awarded the Sponsor to purchase the rights to advertise on Ansa owned signs on Cheshire East Council roundabout(s) as confirmed within the Contract Particulars, subject to this agreement, Ansa shall complete its obligations in exchange for sponsorship payment.
- C Ansa will erect signs as agreed with the Sponsor and this Agreement (“the Sponsorship Signs”).

**Part A - Operative provisions**

**A1. Definitions**

The terms and expressions used in these Standard Terms and Conditions shall have the meanings set out below:

‘Agreement’	the Contract.
‘Applicable Date’	the date associated to the relevant timelines and deadlines set out within the Contract Particulars and Confirmed Order.
‘Application Form’	the Sponsor’s Application Form submitted for the opportunity to Sponsor their selected roundabouts.
‘Authorised Officer’	the person duly appointed by Ansa and notified in writing to the Sponsor to act as the representative of Ansa for the purpose of the Contract in the Contract Particulars or as amended from time-to-time.

'Business Day'	any day other than a Saturday or Sunday or a public or bank holiday in England.
'Change In Law'	the coming into effect or repeal (without re-enactment or consolidation) in England of any Law, or any amendment or variation to any Law, or any judgement of a relevant court of law which changes binding precedent in England in each case after the date of this Contract.
'Commencement Date'	the commencement date is the day following the installation of the signs.
'Commercially Sensitive Information'	the information listed in the Contract Particulars comprising the information of a commercially sensitive nature relating to the Sponsor, its Intellectual Property Rights or its business or which the Sponsor has indicated to Ansa that, if disclosed by Ansa, would cause the Sponsor significant commercial disadvantage or material financial loss.
'Confidential Information'	any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored). This includes information which relates to the Sponsorship Signs, the business, affairs, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party, all personal data and sensitive personal data (within the meaning of the DPA) and commercial sensitive information.
'Confirmed Order'	the confirmation of the awarded roundabout for the Sponsor.

‘Contract’	<p>the agreement in respect of the Parties arrangements consisting of the following listed documents which shall be read as one document. In the event of ambiguity, conflict or contradictions between these documents the conflict will be resolved according to the following order of priority.</p> <ol style="list-style-type: none"> <li>1. the Contract Particulars; and</li> <li>2. the Application Form except to the extent that any element of the Application Form has been included in the Contract Particulars.</li> </ol>
‘Contract Manager’	<p>the person named in the Contract Particulars as the contract manager and any replacement from time-to-time in accordance with clause B3.3.</p>
‘Contract Particulars’	<p>the document detailing the specific core terms agreed between the Parties with regard to arrangement between the Parties which shall include but not be limited to the Pricing Schedule, Delivery Instructions, Commencement Date, Authorised Officer, Contract Manager, Key Personnel, Commercially Sensitive Information, Contract Period and the Confirmed Order and relevant contract specific details of the Application Form included in the document.</p>
‘Contract Period’	<p>the period of the contract as stated in the Contract Particulars (and any extension in accordance with clause B1).</p>
‘Control’	<p>control as defined by section 416 of the Income and Corporation Taxes Act 1988.</p>
‘Council’	<p>means Cheshire East Borough Council and where the context so admits includes any person which takes over or assumes the statutory functions or administrative responsibilities of the Council (whether in part or totally) or which is controlled by or is under common control with the Council (and the expression ‘control’ shall mean the power to direct or cause the direction of the general management and policies of the person in question but only for so</p>

long as such control exists).

'Data Protection Legislation'

the Data Protection Act 2018 ('DPA'), the General Data Protection Regulations 2018, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

'Force Majeure'

any cause materially affecting the performance by a party of its obligations under this contract arising from any act beyond its reasonable Control and affecting either party. This includes without limitation: acts of God, war, industrial action, protests, fire, flood, storm, tempest, epidemic, pandemic, explosion, acts of terrorism and national emergencies.

'Sponsorship Signs'

the signs as agreed with the Sponsor which will be erected by Ansa or Ansa's Third Party Contractor in the location agreed in the Confirmed Order.

'Information'

has the meaning given under section 84 of the Freedom of Information Act 2000.

'Intellectual Property Rights'

patents, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

'Law'

any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the Royal Prerogative, enforceable community right within the meaning of section 2 of the European

	Communities Act 1972, bye-law, regulatory policy, guidance or industry code, judgement of a relevant court of law, or directives or requirements of any regulatory body of which the Sponsor is bound to comply.
'Liabilities'	all costs, actions, demands, expenses, losses, damages, claims, proceedings, awards, fines, Orders and other liabilities (including reasonable legal and other professional fees and expenses) whenever arising or brought.
'Location'	as specified within the Contract Particulars and Confirmed Order.
'Parties'	means Ansa and the Sponsor.
'Pricing Schedule'	the schedule from the Application Form and/or the Confirmed Order detailing the pricing as detailed in the Contract Particulars.
'Request for Information'	a request for information or an apparent request under the Code of Practice on Access to Government Information, Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
'Sponsor'	the Sponsor and where applicable this shall include the Sponsor's Employees, sub-Sponsors, agents, representatives and permitted assigns; and if the Sponsor is a consortium or consortium leader, the consortium members.
'Standard Terms and Conditions'	the terms and conditions set out in this document.
'Third Party Contractor'	Ansa's nominated supplier selected to provide a mock design of each sign, produce and/or erect sign(s) as instructed by Ansa.
A1.1	Any reference to a person shall include any natural person, partnership, joint venture, body corporate, incorporated association, government, governmental agency, persons having a joint or common interest, or any other legal or commercial entity or undertakings.

A1.2 A reference to any statute, Order, regulation or similar instrument shall be construed as a reference to the statute, Order, regulation or instrument as amended by any subsequent statute, Order, regulation or instrument or as contained in any subsequent re-enactment.

**A2. Headings**

A2.1 The index and headings to the clauses and appendices to and schedules of this Contract are for convenience only and will not affect its construction or interpretation.

**A3. Notices**

A3.1 Any notice required by this Contract to be given by either party to the other shall be in writing and shall be served personally, or by sending it by registered post or recorded delivery to the appropriate address, or email address notified to each other as set out in the Contract Particulars.

A3.2 Any notice served will be deemed to have been served as follows:

A3.2.1 Any notice served personally will be deemed to have been served on the day of delivery.

A3.2.2 Any notice sent by post will be deemed to have been served 48 hours after it was posted.

A3.2.3 Any notice sent by email before 5pm will be deemed to have been served on the day of despatch and otherwise on the following day save where the deemed date of service falls on a day other than a Business Day in which case the date of service will be the next Business Day.

**A4. Entire agreement**

A4.1 The Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this clause A4 shall not exclude liability in respect of any fraudulent misrepresentation.

**Part B - The Sponsorship Agreement**

**B1. Contract Period**

B1.1 The Contract shall commence on the Commencement Date and shall continue for the Contract Period.

**B2. Ansa's Obligations**

In consideration of the payment of the Price by the Sponsor, Ansa shall use reasonable endeavours to:

B2.1 Follow the Sponsorship Process set out in Schedule 2, provided always that Ansa shall have the right to amend the Sponsorship Process at any time.



Where reasonably possible, Ansa will endeavour to notify the Sponsor of material amendments to the Sponsorship Process.

- B2.2 Produce and install, or to contract a third party to produce and/or install, the Sponsorship Signs at the Location detailed in the Confirmed Order.
- B2.3 Receive all lawful requirements to complete the erection of the Sponsorship Signs including but not limiting to planning permission.
- B2.4 Report all relevant changes to the Sponsor as soon as reasonably possible, including but not limiting to delays, rejections and amendments;
- B2.5 Report any queries or concerns relating to the manufacture and delivery of the Sponsorship Sign to the Sponsor as soon as reasonably practicable once Ansa becomes aware of them;
- B2.6 Arrange any necessary maintenance of the Sponsorship Sign and its removal at the end of this agreement excluding any third party damage.
- B2.7 Maintain the landscaping on the roundabout to the existing standard.
- B2.8 To ensure the sign is visible at all times.
- B2.9 Repair or replace any sign(s) within 21 days of being notified. Subject to there being no changes to the design of the sign.

### **B3. Sponsor's Obligations**

The Sponsor shall:

- B3.1 Comply with the policy guidance documents set out in Schedule 3;
- B3.2 Pay the amounts set out in the Confirmed Order on the signing of this Agreement and any subsequent payments to be made as detailed in the Confirmed Order.
- B3.3 Employ a competent and authorised Contract Manager empowered to act on behalf of the Sponsor for all purposes connected with the Contract.
- B3.4 Give notice at once in writing to Ansa of any change in the identity, address and telephone numbers of the person appointed as Contract Manager. The Sponsor shall give maximum possible notice to Ansa before changing its Contract Manager.
- B3.5 Provide final graphics and/or artwork within two weeks of the date of the Confirmed Order. In the event of the Sponsor not providing final graphics and/or artwork within two weeks of the date of the Confirmed Order Ansa reserve the right to readvertise the sponsorship opportunity and/or award the sponsor Location to an alternative sponsor.
- B3.6 Inform Ansa as soon as reasonably practicable of any change in Control.

**B4. Changes to Signs**

B4.1 No changes will be made to the sign once the artwork has been confirmed.

B4.2 In the event that a Sponsorship sign(s) and / or post be damaged by a third party, and it is not suitable for display on a public highway, Ansa will remove the sign from the roundabout as soon as practicably possible. Ansa will liaise with the Sponsor and will arrange for a new sign to be produced / installed by Ansa's Third-Party Contractor. For the avoidance of doubt, the Sponsor will pay all costs associated with the provisions of this Clause B4.2 and any other costs incurred in effecting any change to the Sponsorship sign.

**B5. Removal of Signs**

B5.1 In the event that it is required to remove the signs in order to complete necessary maintenance on the roundabout Ansa shall be entitled to remove the sign(s) as required.

B5.2 Any damages caused by the removal of signs as outlined in B5.1 will be the responsibility of Ansa to rectify.

B5.3 The Sponsor is not permitted to remove the sign(s) at any time unless otherwise agreed by Ansa

B5.4 Ansa reserve the right to permanently remove any sign should the following occur:

B5.4.1 Information is obtained that the Sponsor and/or sign has breached policy guidelines outlined in Schedule 3;

B5.4.2 The Sponsor is compliant to any elements detailed in D1.1;

B5.4.3 Ansa terminates this agreement through no fault of the Sponsor; and/or

B5.4.4 The sign is a cause or concern of distraction or accidents and cannot be relocated.

B5.5 Should signs be removed as detailed in B5.4.1 and/or B5.4.2 no refunds will be payable to the Sponsor and clause D1 will come into effect.

B5.6 Should signs be removed as detailed in B5.4.3 and B5.4.4 Ansa will provide the Sponsor with one week's notice, where possible of removal and Ansa will refund the Sponsor monies on a pro rata basis for the remaining period of the Agreement. In case of emergencies as informed by Ansa, Ansa will provide notice as soon as reasonably practicable.

B5.7 Following removal, the signs will be available for collection by the Sponsor at a nominated Ansa depot for 1 calendar month.

**B6. Ansa's Remedies**

B6.1 If the Sponsor fails to deliver their obligations of this Agreement by the Applicable Date Ansa shall, without limiting its other rights or remedies, have one or more of the following rights:

B6.1.1 to terminate the Contract with immediate effect by giving written notice to the Sponsor;

B6.1.2 to claim damage for any additional costs, loss or expense incurred by Ansa which are in any way attributable to the Sponsor's failure to meet the Applicable Date.

B6.2 Ansa's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

**B7. Sponsor's Employees**

B7.1 Ansa reserves the right under the Contract to refuse to admit to, or to withdraw permission to remain on, any premises occupied by or on behalf of Ansa:

B7.1.1 any member of the Sponsor's Employees; or

B7.1.2 any person employed or engaged by a sub-Sponsor, agent or servant of the Sponsor whose admission or continued presence would be, in the reasonable opinion of Ansa, undesirable.

B7.2 The decision of Ansa as to whether any person is to be refused access to any premises occupied by or on behalf of Ansa shall be final and conclusive.

B7.3 The Sponsor shall bear the cost of or costs arising from any notice, instruction or decision of Ansa under this clause.

**Part C - Price and Payment**

**C1. Price and Payment**

C1.1 The Sponsor shall pay the Price for the Sponsorship to Ansa as detailed in the Confirmed Order.

C1.2 The Parties confirm that the Price shall remain fixed at the respective sums detailed in the Application Form, or agreed in writing with Ansa, during the Contract Period.

C1.3 Ansa shall submit a single VAT invoice to the sponsor for the total amount payable by return for the installation of the signs upon signing this Agreement detailing the amount payable. Following receipt of the funds, the signs will be produced and installed following the Sponsorship process within Schedule 2.

C1.4 Ansa shall submit a single VAT invoice to the Sponsor for each additional cost, including but not limiting to the costs detailed in the Confirmed Order.

- C1.5 Payment of any undisputed invoice will be made no later than 30 days following the date of issue of the invoice by Ansa.
- C1.6 Payment for subsequent years' sponsorship will be invoiced on the anniversary of the Commencement Date.
- C1.7 Any overdue sums will bear interest from the due date until payment is made at 4% per annum over the Bank of England base rate from time-to-time.
- C1.8 Further details of payment, if any, are set out in the Confirmed Order

## **Part D - Termination and consequences of termination**

### **D1. Termination**

- D1.1 Subject to the provisions of clause H2 (Force Majeure) both Parties may terminate the Contract with immediate effect by notice in writing to the other party on or at any time if:
  - D1.1.1 a party becomes bankrupt, insolvent, makes any composition with its creditors, has a receiver appointed under the Mental Health Act 1983 or dies;
  - D1.1.2 a party is convicted of a criminal offence;
  - D1.1.3 a party ceases or threatens to cease to carry on its business;
  - D1.1.4 a party has a change in its Control which Ansa believes will have a substantial impact on the performance of the Contract; or
  - D1.1.5 there is a risk or a genuine belief that there is a risk that reputational damage to either party and/or the Council will occur as a result of the Contract continuing;
  - D1.1.6 a party is in breach of any of its obligations under this Contract that is capable of remedy and which has not been remedied to the satisfaction of Ansa within 14 days, or such other reasonable period as may be specified by the Parties after issue of a written notice specifying the breach and requesting it to be remedied;
  - D1.1.7 there is a material or substantial breach by a party of any of its obligations under this Contract which is incapable of remedy;
  - D1.1.8 persistent minor breaches of this Contract are committed, whether remedied or not; or
  - D1.1.9 if any of the provisions of Regulation 73(1) of the Public Contracts Regulations 2015 apply.
- D1.2 Both Parties may reserve the right to terminate the Contract in part in the case of termination under clauses D1.1.6, D1.1.7, and D1.1.8.

D1.3 Where this Contract is subject to Confirmed Orders for more than one roundabout as specified in the Confirmed Order Ansa has the right to terminate any individual Confirmed Order or all Confirmed Orders or the whole Contract under the provisions of this clause D1.

D1.4 Both Parties may reserve the right to terminate the Contract at will, in whole or in part, at any time with or without notice except that it will give as much notice as possible in the circumstances.

## D2. **Consequences of termination**

D2.1 If Ansa terminates this Contract in whole or in part through no fault of the Sponsor, Ansa shall as follows:

D2.1.1 Pay a proportion of the monies paid by the Sponsor on a pro rata basis.

D2.2 If the Sponsor terminates this Contract in whole or in part through no fault of Ansa and/or the Council, the Sponsor shall as follows:

D2.2.1 Pay to Ansa £250.00 for the removal of the signs;

D2.2.2 Pay all remaining fees within 7 days of the termination notice

D2.3 In the event that any sum of money owed by the Sponsor to Ansa (the Sponsor's debt) exceeds any sum of money owed by Ansa to the Sponsor (Ansa's debt) under this Contract then Ansa shall, at its sole discretion, be entitled to deduct the Sponsor's debt from any future Ansa's debt or to recover the Sponsor's debt as a civil debt.

D2.4 Upon the termination of the Contract for any reason, subject as otherwise provided in this Contract and to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under the Contract.

## D3. **Survival**

D3.1 The following clauses will survive termination or expiry of the Contract.

- Clause B5 (Risk in and title to the Sponsorship Signs)
- Clause D2 (Consequences of termination)
- Clause E2 (Indemnity and liability)
- Clause F1 (Intellectual property)
- Clause F2 (Data Protection)
- Clause F3 (Freedom of Information)
- Clause F4 (Confidentiality)
- Clause H1 (Law and jurisdiction)
- Clause H2 (Force Majeure).

## **Part E – Indemnity and Liability**

### **E1. Indemnity and liability**

E1.1 Neither party seeks to exclude or limit its liability for:

E1.1.1 death or personal injury caused by its negligence (but will not be liable for death or personal injury caused by the other party's negligence);

E1.1.2 fraudulent misrepresentation; or

E1.1.3 any other matter in respect of which, as a matter of Law, liability cannot be excluded or limited.

E2.2 Except as specifically provided, neither party shall in any event be liable to the other for any indirect or consequential loss (including loss of profit, loss of business opportunity, loss of business, loss of goodwill, loss of production and pure economic loss) however caused.

E2.3 Subject to the provisions of Clause E1. Ansa's liability in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, the supply or failure to supply of the Services, breach of statutory duty or otherwise shall in no event exceed a sum equal to either 125% of Price paid or payable under the relevant detailed in the Confirmed Order.

## **Part F - Protection of Information**

### **F1. Intellectual Property**

F1.1 Ansa will own all Intellectual Property Rights in any Confirmed Orders, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material (a) provided to the Sponsor by Ansa and (b), prepared by the Sponsor or for the Sponsor in relation to the performance of the Contract (collectively the "Contract Materials"):

F1.1.1 the Sponsor agrees that it will not, at any time, do, or omit to do, anything which is likely to prejudice Ansa's ownership of any Intellectual Property Rights in the Contract Materials and where the Sponsor engages any third party to be involved in the preparation of the Contract Materials, the Sponsor shall procure that that third party assigns to Ansa (including making a prospective assignment where appropriate) all rights which that third party may have in the Contract Materials in order to be able to give effect to the provisions of this clause F1.

F1.1.2 to the extent that any rights in such Contract Materials vests in the Sponsor by operation of law, the Sponsor hereby assigns such rights to Ansa .

- F1.2 This Contract does not affect the ownership of any Intellectual Property Rights in the Sponsors logo, name or Strapline (“Sponsors IPR”). The Intellectual Property Rights in the Sponsors IPR will remain the property of the Sponsor
- F1.3 The Sponsor grants Ansa a, non-exclusive, royalty-free licence to use the Sponsor’s IPR for the performance of the Contract.
- F1.4 Ansa may not grant any sub-licence to use the Sponsor’s IPR except that Ansa may allow the Council and any person working for or on behalf of the Ansa or the Council, to use the Sponsors IPR for the purpose of carrying out the Project.
- F1.5 The Sponsor warrants and undertakes to Ansa that either it owns or is entitled to use and will continue to own or be entitled to use any material required for the performance of the Contract and where such material are subject to third party rights, the Sponsor shall ensure that all necessary consents are in place.
- F1.6 It is a condition of this Contract that the Sponsorship Signs will not infringe the Intellectual Property Rights of any third party and the Sponsor shall during and after the Contract Period indemnify and keep indemnified without limitation Ansa against all Liabilities, all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property by the availability of the Sponsorship Signs or Contract Materials, except to the extent that they have been caused by Ansa’s acts or omissions.

**F2. Data Protection**

- F2.1 The Sponsor shall (and shall procure that any of its Employees involved in the Contract) comply with any requirements and duly observe their obligations under the Data Protection Legislation.

**F3. Freedom of Information**

- F3.1 The Sponsor acknowledges that Ansa is subject to the FOIA and the EIR and shall assist and cooperate with Ansa to enable Ansa to comply with its Information disclosure obligations.
- F3.2 The Sponsor shall and shall procure that its sub-Sponsors shall do all of the following where relevant;
- F3.2.1 Transfer to Ansa all requests for Information that it receives as soon as practicable and in any event within two working days of receiving a Request For Information.
- F3.2.2 Provide Ansa with a copy of all Information relating to the subject of the request in its possession, or power in the form that Ansa requires within five working days (or such other period as Ansa may specify)

of Ansa's request.

F3.2.3 Provide all necessary assistance as reasonably requested by Ansa to enable Ansa to respond to the Request For Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.

F3.3 Ansa shall be responsible for determining in its absolute discretion despite any other provision in this agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the EIR.

F3.4 In no event shall the Sponsor respond directly to a Request For Information unless expressly authorised to do so by Ansa.

F3.5 The Sponsor acknowledges that (despite the provisions of clause F4) Ansa may, be obliged under the FOIA, or the EIR to disclose Information concerning the Sponsor or the services as follows:

F3.5.1 In certain circumstances without consulting the Sponsor:

F3.5.2 Following consultation with the Sponsor and having taken their views into account.

Provided always that where F3.5.1 applies Ansa shall, in accordance with any recommendations of the code, take reasonable steps, where appropriate, to give the Sponsor advance notice, or failing that, to draw the disclosure to the Sponsor's attention after any such disclosure.

F3.6 The Sponsor acknowledges that the Commercially Sensitive Information is indicative only and that Ansa may be obliged to disclose it in accordance with clause F3.

#### F4. **Confidentiality**

F4.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this agreement, each party shall do each of the following.

F4.1.1 Treat the other party's Confidential Information as confidential and safeguard it accordingly.

F4.1.2 Not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

F4.2 Paragraph F4.1 shall not apply to the extent that any one or more of the following applies to the relevant Information or disclosures.

F4.2.1 Such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the EIR pursuant to clause F3 (Freedom of Information).



- F4.2.2 Such Information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the Information owner.
- F4.2.3 Such Information was obtained from a third party without obligation of confidentiality.
- F4.2.4 Such Information was already in the public domain at the time of disclosure otherwise than by a breach of this agreement.
- F4.2.5 It is independently developed without access to the other party's Confidential Information.
- F4.3 The Sponsor may only disclose Ansa's Confidential Information to the Sponsor Employees who are directly involved in the Contract and who need to know the Information, and shall make sure that such Sponsor Employees are aware of and shall comply with these obligations as to confidentiality.
- F4.4 The Sponsor shall not, and shall procure that the Sponsor Employees do not, use any of Ansa's Confidential Information received otherwise than for the purposes of this agreement.
- F4.5 At the written request of Ansa and if reasonable in the circumstances to make that request, the Sponsor shall procure that those members of the Sponsor Employees identified in Ansa's notice sign a confidentiality undertaking prior to commencing any work in accordance with this Agreement.
- F4.6 Nothing in this agreement shall prevent Ansa from disclosing the Sponsor's Confidential Information in any one or more of the following circumstances.
  - F4.6.1 To any Crown body or any other contracting Council. All Crown bodies or contracting authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown bodies or other contracting authorities on the basis that the Information is confidential and is not to be disclosed to a third party which is not part of any Crown body or contracting Council;
  - F4.6.2 To any consultant, Sponsor or other person engaged by Ansa or the Council or any person conducting an Office of Government Commerce gateway review;
  - F4.6.3 For the purpose of the examination and certification of Ansa's or the Council's accounts;
  - F4.6.4 For any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which Ansa has used its resources.

## **Part G - Statutory obligations**

### **G1. Law and Change In Law**

- G1.1 The Sponsor shall comply at all times with the Law in its performance of the Contract.
- G1.2 The sponsor will ensure that any material to be advertised complies with Advertising Standards and any other standards which apply.
- G1.3 On the occurrence of a Change In Law which has a direct effect upon the Price the Parties shall meet within 14 days of the Sponsor notifying Ansa of the Change In Law. This will be to consult and seek to agree the effect of the Change In Law and any change in the Price as a result following the principle that this clause is not intended to create an artificial cushion from market forces for the Sponsor. If the Parties, within 14 days of this meeting, have not agreed the occurrence or the impact of the Change In Law, either party may refer the matter to dispute resolution in accordance with clause D3.
- G1.4 Ansa reserves the right to remove any sign, or not display any sign should it feel it breaches the law or does not meet the standards of ethical or moral decency.

## **Part H - General provisions**

### **H1. Law and jurisdiction**

- H1.1 This Contract shall be governed by the Laws of England and shall be subject to the exclusive jurisdiction of the English courts.
- H1.2 This Contract shall be governed by all associated laws and legislations including but not limiting to the Bribery Act 2010, Human Rights Act 1998 and The Environmental Information Regulations 2004.

### **H2. Force Majeure**

- H2.1 Neither party shall be liable for failure to perform its obligations under the Contract if such failure results from Force Majeure.
- H2.2 If Ansa or the delivery location is affected by circumstance of Force Majeure, Ansa shall be entitled to, totally or partially, suspend the date or dates for delivery of the Goods until the circumstances of the Force Majeure have ceased. The suspension shall not give rise to any claim by the Sponsor against Ansa nor entitle the Sponsor to terminate the Contract.
- H2.3 If the event of Force Majeure continues for more than two months either party may give written notice to the other to terminate the Contract immediately or on a set termination date.

H2.4 If the Contract is terminated in accordance with clause H2.4 neither party will have any liability to the other except that any rights and Liabilities which accrued prior to termination will continue to exist.

IN WITNESS whereof the parties have executed this Agreement below.

**SIGNATURE/SEALING**

For and on behalf of Ansa

Authorised signatory:  
Name:

Title:

Date:

For and on behalf of [the Sponsor]

Authorised signatory:  
Name:

Title:

Date:

I hereby witness and attest this signature  
of the above named Authorised  
Signatory  
Signature  
Name  
Address

**SCHEDULE 1: CONTRACT PARTICULARS**

<b>Contract title</b>	<b>Roundabout Sponsorship Agreement 2021</b>
Contracting Authority	Ansa Environmental Services Limited
Sponsor	
Commencement Date	
Contract Period (including option to extend)	DD Month YYYY until DD Month YYYY
Description	Award for the sponsorship of a roundabout as detailed within the Confirmed Order
Address for Notices	
Price	As set out in the Confirmed Order
Delivery Instructions	Delivery shall be in accordance with the Delivery Instructions set out at Annex 1-Confirmed Order and in accordance with any specific conditions set out in each individual Confirmed Order.

**Ansa’s Authorised Officers**

<b>Name</b>	<b>Position</b>	<b>Contact details</b>

**Sponsor Key Personnel**

<b>Name</b>	<b>Position</b>	<b>Contact details</b>

## **SCHEDULE 2: SPONSORSHIP PROCESS**

Ansa reserves the right to amend the process detailed in this Schedule 2.

### **Application Completed**

Following the submission of your application to sponsor a Cheshire East Roundabout, Cheshire East Council and Ansa will review all submissions for all roundabouts.

The applications will be reviewed to ensure compliance to the Guidance and Policy set out in Schedule 3, any application that is not compliant to the Guidance and Policy will be rejected.

The Council and Ansa will award the Sponsors that have proposed the highest cost for their preferred Roundabout in line with this Agreement.

Sponsorship will be awarded to one Applicant per roundabout. Awarded roundabouts will contain the successful Applicant's advertisement for a specified period.

The Sponsorship process will be continually reviewed by Cheshire East Council. Should further roundabouts and opportunities be available, these will be shared through Ansa's website via <https://www.ansa.co.uk/homepage.aspx>.

### **Notification of Award of Sponsorship**

Successful Sponsors will be contacted by Ansa to confirm the roundabouts awarded. The Confirmed Order as detailed in Annex 1 will be sent to the sponsor confirming the roundabout awarded, associated costs and all additional information required for the sponsorship.

In addition to the Confirmed Order, the Sponsorship Agreement populated with the Sponsors' information, will be sent to the Sponsor for signing. Upon receipt of the signed Sponsorship Agreement, the Sponsor will confirm the sign information and a final high-resolution logo will be sent to Ansa to arrange a mock design with the sign manufacturer accordingly.

Ansa will issue an invoice relating to the initial year of the Agreement for the total payment for the sign(s) to the Sponsor to be paid in line with the Confirmed Order. Where the Sponsor's Agreement is for a period exceeding one-year, subsequent invoices will be issued on the anniversary of the Commencement Date.

### **Unsuccessful Applicants**

Unsuccessful applicants will be notified that they did not win their selected roundabouts.

Applicants that indicated they wish to be included on the roundabout reserve list for their chosen roundabout will be notified of this. The reserve list will be in effect up to 3 months from the installation date.

Should the initial awarded Sponsor withdraw up to 3 months from the installation of their signs, Ansa has the option to offer the roundabout to the first reserve at the cost included within their original application, should the first reserve refuse sponsorship,

the next reserve will be offered the opportunity and so on, until the sponsorship has been awarded and/or no reserve accepts the opportunity.

If a sponsor withdraws after 3 months, no reserve accepts the sponsorship and/or a roundabout has had 3 withdrawals within a 12-month period, the roundabout may be re-advertised as a new opportunity.

Ansa reserves the right not to refer to the reserve list where there are economic advantages in re-advertising the opportunity. In such circumstances Ansa may re-advertise the opportunity and request final offers from applicants wishing to take on the sponsorship opportunity.

### **Sign Design**

The Sponsor's confirmed sign information and the final high-resolution logo will be sent to the sign supplier to create a mock design. This mock design will be sent to the Sponsor for confirmation.

Should there be any modifications to the sign design and/or information, the Sponsor will inform Ansa with a detailed explanation of the changes, Ansa will liaise with the supplier to amend and a refreshed mock design provided.

One refresh mock will be provided Free of Charge to the Sponsor. Any additional modifications will be charged as per the Order Confirmation.

Upon the Sponsor's acceptance of the signs, Ansa will confirm that the signs are to be produced by the sign supplier.

### **Confirmation of Estimated Installation Date**

Following confirmation from the supplier and Cheshire East Council that all elements are completed and the signs can be installed, Ansa will confirm to the Sponsor an Estimated Installation Date in writing. Ansa and Cheshire East Council will in their absolute discretion decide on the location and exact positioning of the Sponsorship signs.

Ansa will advise the Sponsor of any changes or delays to the installation in accordance with the Sponsorship Agreement.

### **Installation**

For the purpose of the Sponsorship Agreement, the day following installation, will be defined as the Commencement Date, thus the signs will remain in post for 12 months from the installation date compliant with the Sponsorship Agreement. This will be confirmed in writing.

*For example: if the installation occurs Monday 2<sup>nd</sup> January, the commencement date will be Tuesday 3<sup>rd</sup> January; the signs will be removed 2<sup>nd</sup> January the following year.*

The installation will only be carried out by Ansa or its third-party contractor when Ansa has received the first year's sponsorship payment in full.

**Maintenance/Damages**

The signs will be frequently wiped with a damp cloth to ensure for cleanliness and visibility.

Should any damages to the signs occur, Ansa will liaise with the Sponsor to arrange for the suitable resolution of the signs. Subsequent invoices for additional costs will be raised individually detailing the relevant works and cost.

**Removal**

Unless earlier removed for reasons within the Sponsorship Agreement, the signs will be removed on the first anniversary of the installation date.

Ansa will endeavour to inform all potential Sponsors of future opportunities for alternative roundabouts or to re-apply for current roundabouts in the lead up to the removal.



## **SCHEDULE 3: REQUIREMENTS OF ROUNDABOUTS / POLICY GUIDELINES**



### **Interim Roundabout Advertising Policy**

Cheshire East Council is developing a policy document regarding advertising across the borough. This interim policy is in place until the final policy is released when it will supersede this interim policy.

#### **Sign specification**

All signs will conform to planning and highways safety regulations.

#### **Placing of sign**

All necessary planning consents and highways safety audits will be completed prior to erection of the signs.

Sponsors will not erect their own signage or advertisements at any time.

#### **Approval of advertisers**

All proposed advertisers will be approved by Cheshire East Council prior to signing an advertising contract.

Certain industry sectors will not be allowed to advertise on Cheshire East roundabouts. For example: tobacco, alcohol, gambling, pornography, adult content, political organisations etc

In order to ensure new sponsors are reputable clients, Ansa will ensure that Cheshire East Council have no on-going issues or historical incidents with the organisation. This will include checks with the following Cheshire East Council teams:

Trading Standards

Planning

Business Rates

Economic Development

#### **Policy Amendments**

Cheshire East Council reserves the right to amend the policies and guidance at any time.

## ANNEX 1: TEMPLATE CONFIRMED ORDER

<b>Order Information</b>	
Order Confirmation Date:	
Number of Roundabouts included in Order:	
<b>Sponsorship Information</b>	
Sponsor:	
Email:	
Phone:	
Strapline (if known):	
<b>Roundabout Awarded</b>	
<b>Roundabout</b>	
Reference Number	
Location	
Number of Signs	
Total Roundabout Price	
Expected Date of Installation	
<b>Payment</b>	
Payment Due Date	
Confirmed Payment Amount	

## **ANNEX 2: APPLICATION FORM**

**[Sponsor's Application Form to be inserted here]**