**Temporary Advertisements – Banners**

Please complete all information on this form and email to [banners@tameside.gov.uk](mailto:banners@tameside.gov.uk). Applications operate on a “first come, first served” basis and that this form does not grant permission for the erection of a banner.

\* Mandatory Fields

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Customer Details** | | | | | | | | | | | |
| Title \* |  | | Forename \* | |  | | | Surname \* | | |  |
| Company Name |  | | | | | | | | | | |
| Address \* |  | | | | | | | | | | |
| Post Code \* |  | | | | | Phone Number \* | |  | | | |
| Email Address \* |  | | | | | | | | | | |
| **Insurance Details** | | | | | | | | | | | |
| The Public Liability Insurance policy should insure against any liability from any accident arising out of or in connection with the display of the banner. The policy should be for the minimum sum of £5,000,000  **(You are advised to make absolutely certain that the organisation’s insurance policy will cover you against any liability under this indemnity, as otherwise the organisers of the banner and/or the committee of your organisation may be personally liable).** | | | | | | | | | | | |
| Insurer Name \* | | |  | | | | | | | | |
| Insurer's Address \* | | |  | | | | | | | | |
| Insurance Policy Number \* | | |  | | | | | | | | |
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| **Banner Details** | | | | | | | | | | | |
| Contents/Wording of banner \* | | | |  | | | | | | | |
| Date from (28days only) \* | | | |  | | | Date To \* | |  | | |
| **Banner Locations** | | | | | | | | | | | |
| Method of installation \* | |  | | | | | | | | | |
| **Banner Code \*** | | **Road \*** | | | | | | | | **Permit No (Office Use)** | |
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| **Fees** | | | | | | | | | |
| (see http://www.tameside.gov.uk/advertisements/streetfurniture for a full explanation of costs & terms and conditions) | | | | | | | | | |
| **Select what the banners fall under \*** | | | | | | | | | |
|  | Wholly commercial events and promotions | | | | | | | £270 (£324 inc VAT) | |
|  | Sponsored events or events with community links | | | | | | | £125 (£162 inc VAT) | |
|  | Wholly charitable, educational and council arranged events | | | | | | | (Free) | |
| Charity Number | | |  | | | | | | |
|  | | | | | | | | | |
| **Declaration** | | | | | | | | | |
|  | I have read and fully accepted the attached terms and conditions \* | | | | | | | | |
|  | I have completed this form truthfully to the best of my knowledge \* | | | | | | | | |
|  | I have attached a copy of the public liability insurance with cover of £5 million. \* | | | | | | | | |
| **By Submitting this form by email or returning by post. I and the members of my organisation’s management committee (on whose behalf I will be deemed to sign this form) acknowledge and agree to indemnify Tameside Metropolitan Borough Council and TMBC Officers against all costs, liabilities, claims and demands for which Tameside Metropolitan Borough Council may be liable, arising directly or indirectly out of the exercise of this permission.** | | | | | | | | | |
| Name \* | |  | | | Date \* | |  | | |
|  | | | | | | | | | |
| **OFFICE USE ONLY** | | | | | | | | | |
| Reference Number | | | |  | | | | | |
| Insurance Seen & Accepted | | | | Yes | | | | | |
| Payment Method | | | | Cheque  Invoiced (sundry debtor) | | | | | |
| Sundry Debtor Ref Number | | | |  | | Paid | | | Yes |

**Banner Permit Terms and Conditions**

**Consent under the Highways Act 1980: Section 149**

This consent does not give any consent under the Town and Country Planning (Control of Advertisements) Regulations 2007

1. Wholly charitable, educational and council arranged events. e.g. Religious events, events relating to hospitals and hospices, school sports days, public marches and parades, council meetings etc. For this category of events, **a zero fee will be charged**.
2. Sponsored events or events with community links. Paid entry events that are sponsored by or linked to central or local government initiatives or which have community links. e.g. sporting initiatives, amateur dramatics, keep-fit, or other similar events. For this category of events, a **reduced fee of £135 + VAT (£162 including 20%VAT)** per occasion will be charged.
3. Wholly commercial events and promotions. All such events will be charged at the **standard fee of £270 + VAT (£324 including 20%VAT)** per occasion.
4. Banners will only be permitted at approved sites. The fixing of banners to trees, lighting columns or other forms of street furniture will not be allowed and will be removed immediately.
5. Anyone wishing to display a banner must submit a schedule describing the proposed sites and proposed dates during which the banners will be displayed.
6. All applications must be supported with appropriate background information and where a reduced fees or zero fee is being claimed, further supporting information such as a **Charity Certificate, Community Interest Certificate**, or an **Incorporation Certificate** must be applied.
7. No more than **10 banners** within the borough will be permitted for any one event/promotion although exceptions may be made for major public events such as elections.
8. Applications must be made at least **28 days** prior to the first date on which the banners are to be displayed.
9. Applications will not be approved unless the application is accompanied by proof that the applicant holds Public Liability Insurance for the sum of £5 million. The applicant must sign an indemnity against any claim for damages, which may arise resulting from the display of the banners.
10. Banners must not be erected in such a way or such a position as might obstruct a driver's view of any traffic signal aspect or traffic sign e.g. **visibility bar must be kept clear.**
11. Banners **must** be installed from the footway side of the barrier rails, at no point during banner installation or removal should the carriageway be encroached.
12. No banner may exceed **4.0m x 0.6m** (2 x Standard Panels). Any banner exceeding that size will be removed immediately. No character or symbol on the banner may be more than **0.45m** in height.
13. Where a banner relates to an event, it must not be erected more than **28 days** before the event and must be removed within **48 hours** after the end of the event.
14. No refund will be given for unused banner permits.
15. Non-compliance with these Terms and Conditions may result in the organisation being refused future banner permits.
16. The acceptance or refusal of a banner application is at the sole discretion of Tameside MBC, whose decision will be final.
17. Please note that from time to time road works are carried out around the Borough. This may affect the availability of sites even if a booking has already been made. In addition damage to sites or other unforeseen factors may affect your application.
18. The banner must be produced to a professional standard and designed and displayed to minimize distraction to pedestrians and road users. A damaged or de-faced banner will be removed.
19. Tameside MBC reserves the right to remove a banner should it become unsafe or be installed above the safety barrier visibility bar. The cost of so doing will be recovered from the applicant.
20. Tameside MBC is under no obligation to permit any person(s) or organisations to display banners on the public highways. Therefore, Tameside MBC reserves the right to remove this service or to change the Terms and Conditions at any time.
21. Banners must be removed on the day of expiry. Any banners found 48 hours after the expiry of the permit will be removed and you will be invoiced a removal fee of **£54.50 plus VAT** per banner.
22. Any banners found that do not have permits or located in the wrong place will be removed immediately and charged a removal fee of **£54.50 plus VAT**.
23. Any removed banners will be stored for 14 days and destroyed if not claimed within this period.