

# Terms and conditions for placing banners on the highway

We welcome applications from charities, community organisation and other similar or non-commercial organisations based within Merton, to display notices of public interest or advertising events

## Site bookings

The following applies to banners on pedestrian guardrails.

Banner sites:

- are only available for booking in 1 week blocks, running from Sunday to Sunday
- a minimum of 1 week, and, maximum of 4 weeks per site may be requested
- can be booked up to 1 year before the event date
- a maximum of 2 different sites can be applied for to promote a single event.

Banners must only be attached and removed on a Sunday. Banners should be attached after 12 midday and removed before 12 midday. This ensures there's no interference with any prior, or subsequent, licensed bookings at the site.

## Terms and conditions for all banner sites

The following terms and conditions apply to **all** banner sites.

- The fixing or placing of banners on the highway is unlawful without having first obtained the consent of London Borough of Merton
- The relevant legislation may be found in the Highways Act 1980, section 178. Its purpose is to prevent, as far as possible, damage and injury to persons using the highway, which might arise if the placing of banners was unregulated.
- Consent given by London Borough of Merton under these provisions will therefore have attached to it a series of terms and conditions with regard to the fixing, placement, maintenance and removal of such items. The requirements are thought to be fair and reasonable, bearing in mind the need to protect the public and the applicant, and also in the event of any claim arising as a consequence of placement.
- There may be circumstances in which London Borough of Merton might refuse to give consent. In which case the reasons for refusal will be clearly given. We will not give consent to any banner containing direct commercial or sponsorship advertising.
- We will not accept applications for commercial organisations.
- Banners may not be fixed to trees or lighting columns.
- Charitable, community or other similar non-commercial organisations must only use the banner for notices of public interest and advertisement of events.
- London Borough of Merton may remove the banner if it becomes unsafe. The cost doing so may be recovered from the applicant.

- Any banners found to be displayed with no license or at non-approved sites will be taken down and recycled.
- London Borough of Merton is under no obligation to permit any person(s) or organisations to display banners on the public highways.
- The acceptance or refusal of a banner application is at the sole discretion of London Borough of Merton, whose decision will be final.
- London Borough of Merton reserves the right to remove this service or to change the Terms & Conditions at any time.
- Public Liability Insurance 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 limited to any one accident, unlimited in total and the interest of London Borough of Merton in the policy should be noted.
- You are advised to be certain that the organisation's insurance policy will cover you against any liability under this indemnity. The organisers of the banner and/or the committee of your organisation may be personally liable otherwise.
- You and the members of your organisation's management will indemnify London Borough of Merton Council against all costs, liabilities, claims and demands for which London Borough of Merton may be liable arising directly or indirectly out of the exercise of this permission except where such costs, liabilities, claims and demands are due to the negligence of London Borough of Merton, their servants or agents. (Approval of the insurance by London Borough of Merton does not operate as any guarantee of the adequacy or enforceability of the policy).
- Roadworks taking place may affect the availability of sites even if a booking has already been made. Applicants will be advised if this is the case.
- Damage to sites or other unforeseen factors may affect your application. You will be contacted in the event of any changes.
- Applicant's responsibility - ensure removal of banner and all fixings in accordance with the license date for removal. Removal by LBM will result in the costs being recovered from the applicant.

## **Additional terms and conditions for pedestrian guardrail banner sites**

- The banner must be firmly secured with a form of fixing approved by London Borough of Merton and inspected regularly for safety and security.
- 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.
- The banner must not be attached to, or interfere with, any street furniture other than the designated and marked guard rail. Street furniture includes lamp columns and road signs.
- The banner must be no greater than 4 meters in length and 1 meters in height and must not overlap the markings on the designated guardrails.
- Where a guardrail has a top visibility section, banners must be attached below the top section.

## Definitions

- 'Applicant' means the person(s) or body to whom the consent or refusal will be directed and who will be responsible for the banner, the installation, maintenance and removal. London Borough of Merton Council as the highway authority.