

DATA LABEL: PUBLIC

Property Management and Development

West Lothian Civic Centre
Howden South Road
Livingston
West Lothian
EH54 6FF

Contact: XXXXXXXXXXXX

Tel: 01506 XXXXXX

Fax: 01506 XXXXXX

Email: XXXXXX.XXXX@westlothian.gov.uk

Our Ref:

Address

Date

Dear Sirs

Agreement to display Advertising on Council Land - [insert location of Property]

On behalf of The West Lothian Council, constituted under the Local Government etc (Scotland) Act 1994 and having its Headquarters at West Lothian Civic Centre, Howden South Road, Livingston, EH54 6FF ("we/the Council"), I offer to display your advertising signage on the Property on the following conditions:

1. **Definitions and interpretation**

1.1 In this Agreement:

"**Date of Commencement**" means [];

"**Date of Termination**" means the date upon which the Agreement terminates for whatever reason;

"**Initial Period**" means the period of [six months]/[12 months] after the Date of Commencement;

"**Interest**" means interest on the Sponsorship Fee at 4% per annum above the base rate from time to time of Bank of Scotland from the date that the sum is due for payment;

"**Sponsorship Fee**" means the sum of £[100] per calendar month;

"**Parties**" means the Council and the Sponsor;

"**Permitted Use**" means the displaying of advertising signage on the Property;

"**Plan**" means the plan (s) annexed and signed as relative to this offer;

"**Property**" means the signboard(s) owned by the Council and located on land owned by the Council at [] Roundabout as shown marked [] (tangent facing []) on the Plan;

“You” and “the Sponsor” means [] / [residing at []] / [trading as] [incorporated under the Companies Acts (Registered Number []) and having their Registered Office at []].

2. **Agreement**

The advertising signage agreed between the Council and the Sponsor to be displayed on the Property shall be as shown in the document annexed and signed as relative to this Agreement.

On the Date of Commencement the Council shall affix the agreed advertising signage to the Property in a professional and competent manner and shall thereafter be responsible for all repair, maintenance and replacement of the advertising signage and the Property during the period of this Agreement. Any such repair etc will be carried out as soon as reasonably practicable, all in accordance with the terms of The Town and Country Planning (Control of Advertising) (Scotland) Regulations 1984 as may be replaced or amended from time to time.

The Sponsor, its employees, agents or contractors, shall not at any time take access to the Property for any reason.

The Property is and shall remain in the ownership of the Council.

3. **Duration**

This Agreement will start on the Date of Commencement and will continue to the end of the Initial Period and then month to month after that until terminated by either Party at any time on delivering to the other Party not less than one month's written notice served prior to the end of any calendar month. The agreement will then terminate on the first day of the month following service of the required period of notice.

On the Date of Termination, the Council shall promptly take down, remove or cover the advertising signage. No compensation or refund of any nature shall be payable to the Sponsor on the Date of Termination. If the signage is removed it will remain the property of the Council.

4. **Payments**

You must pay the Sponsorship Fee (and any VAT payable on the Sponsorship Fee) by direct debit in equal monthly instalments on the first day of each month without any deductions. The fee for a part month shall be payable by cheque prior to the Date of Commencement.

If the Sponsorship Fee is not paid on the due date, then you must pay Interest on the overdue sum.

The Sponsorship Fee is inclusive of Non-Domestic Rates, which will be paid by the Council.

5. **Alienation**

This Agreement is personal to you and you will not (either wholly or partially) assign, sub-let, or share occupation of the Property.

6. **Early termination**

If at any time during the term of this Agreement

- The Sponsorship Fee is in arrears, or
- you are in breach of any of your obligations under this Agreement, or

- you become apparently insolvent, are sequestrated, or go into liquidation (except for amalgamation or reconstruction of a solvent company) or receivership or administration

then we will be entitled to terminate this Agreement and the provisions of clause 3 will take effect.

7. **No Liability**

We are not liable to you for any loss or expense which you may sustain from a deficiency in any part of the Property or the signage, its design, content, display or visibility.

8. **Consent to Registration**

The Parties agree to registration of this Agreement for preservation and execution.

9. **Time Limit**

Your written acceptance of this Offer must reach us here no later than [] failing which it will be deemed to have been withdrawn.

Yours faithfully

.....
 [insert name of signatory]
For The West Lothian Council

.....
Witness (full name) :

**Address: West Lothian Civic Centre,
 Howden South Road, Livingston,
 EH54 6FF**

On behalf of the Tenant, I:

- Confirm that you have advised me/us to obtain independent legal advice about the terms of the above offer
- Accept the above offer of licence

 Signature: Tenant / Director (sign above line ↑)

 Witness Signature: (sign above line ↑)

 Full Name(please print above line ↑)

 Full Name (please print above line ↑)

 Date and town of signing(please print above line ↑)

 Address (please print using both lines if necessary ↑↓)
