

ROTHERHAM METROPOLITAN BOROUGH COUNCIL

TEMPORARY SIGNS ON THE PUBLIC HIGHWAY

CODE OF PRACTICE AND POLICY

CONTACT

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1. INTRODUCTION

This document outlines the policies and procedures adopted by Rotherham Metropolitan Borough Council to deal with applications for temporary signs. Approval will be given to organisers (or their agents) of sports meetings, exhibitions or temporary housing developers signs subject to the conditions set out within this document. Organisers should make use of facilities offered by the motoring organisations or approved contractors whenever possible and ensure consistency and compliance with The Traffic Signs Regulations and General Directions 2002.

The onus is on the organisers of the event or site developer to ensure that adequate guidance is given to all people requiring directions, thus minimising the necessity for any temporary signs. **The primary purpose of any sign erected within the highway is to give direction (rather than advertise)** and this criterion will form the basis of any approval. Where organisers / developers have failed to do this the Highway Authority will not consider approval of additional signs

2. CONDITIONS

Temporary direction signs shall only be authorised if significant traffic flows are likely to be generated and cause congestion or safety problems. Temporary signs will not be considered for any event where an adequate system of permanent direction signs to the venue is in existence.

Signing for events shall be kept to a minimum, appropriate to the location and volume of expected visitors, with erection not more than two days before the event and removal by the organisers within two days of the event closing.

Organisers should consider car-parking arrangements where appropriate and shall agree access points with the Highway Authority. The Police do not normally need to be consulted on small local events. However for large events where more extensive signing is required over a wider area, such as a major or national event, that would generate significant traffic flows, consultation between the Police, Highway Authority and other interested parties should be discussed at least four months in advance. The organiser should normally initiate these consultations.

Temporary Signing will be kept to a minimum and signed from the nearest A or B Road unless in exceptional circumstances it is considered by the Highway Authority that additional signs are required. Signing for Housing development sales purposes are not permitted.

The persons(s) responsible for the erection of the temporary signs shall indemnify Rotherham Metropolitan Borough Council (RMBC) against any liability, loss, damage or proceedings arising from the erection, display and removal of the signs, using the

attached form. The sign erectors must show proof of operatives' qualifications for erecting signs on the highway and be approved by RMBC. They shall also be responsible for maintaining all temporary signs in a safe manner until their removal from the public highway.

RMBC reserve the right to move or remove signs as it considers necessary and recoup (from organisers or developers) the total cost including any necessary storage for signs which do not comply with this Code of Practice.

Organisers or developers who erect signs on the public highway without prior permission (or when permission has expired) may have those signs removed and may be charged for the removal and storage of said signs, As per the Road Traffic Act 1980 Section 143 - The removal of unauthorised structures on the highway.

3. NOTES FOR GUIDANCE

- The sign face must conform to regulation 53, Section 6 and should also be designed as shown in diagram 2701 and 2701.1 of "The Traffic Signs Regulations and General Direction 2002".
- The legend will normally consist of 1 to 3 words plus a direction arrow or chevron arrow depending on the sign location. The legend shall be black on a yellow background. The reverse must be grey or black.
- Temporary signs shall refer only to the name of the event, facility or development.
- Commercial names, logos, time or dates shall not be permitted.
- The signs shall not exceed 0.30 sq.m. in area and shall be manufactured using coated steel or aluminium.
- Where two signs are to serve the purpose of a double-sided sign they shall be of a similar size and mounted back-to-back.
- The sign shall be maintained at a height of not less than 2.3 metres above ground level measured to the underside of the sign and not closer than 0.5 metres from the edge of the carriageway.
- Any sign, which becomes damaged or unsightly shall be replaced or removed as soon as possible, at the cost of the event organiser or developer.
- Temporary signs may only be fixed to lighting columns or posts supporting direction signs, or to privately owned street furniture or walls (where the owners' consent has been obtained). Street furniture must be protected using a rubber sleeve surrounding the fixing. Under no circumstances shall temporary signs be fixed to any traffic sign assembly containing a triangular, circular or octagonal sign or traffic signal pole.

- The method of fixing shall be of an anti-rotational type and sleeved when attached to steel columns or posts. Plastic tie wraps, wire, chains or string MUST NOT be used.
- Following the Councils assessment of a temporary signing application, the applicant will be informend as to what alterations if any need to be done, the scheme should be re-submitted. There is no additional cast for re-submitting the scheme.
- If or when an application is acceptable you will be contacted by the Council, who will inform you that the application has been successful and the date your signing scheme can be erected from and until what date it can remain in-situ.
- The period for which signs are to remain in–situ is generally no longer than 12 months although this shall be dependent on the time scale for permanent signs to be erected and at the discretion of Highway Authority.
- Signs relating to development sites have a fixed time limit of 6-months. There is a possibility of an extension for a further and final 6 months pending resubmission of the scheme if the stated development is less than 60% complete.
- Approval may be withdrawn at any time at the discretion of the Highway Authority.

4. PROCEDURES

TEMPORARY EVENT SIGNS

A formal application must be submitted in writing a minimum of 4 weeks before the proposed erection date.

With any request the applicant shall submit the following: -

- Location plan, date, duration and type of event.
- Number or persons/vehicles expected to attend.
- Car parking arrangements.
- One copy each of the proposed sign schedules showing sizes, legends and directions, number identification of lighting columns to which signs are to be fixed and a copy of the proposed sign and venue location plan.
- Period over which the signs are required on site.

- Evidence that the organisers will indemnify the Highway Authority against any liability, loss, damage or proceedings arising from erection, display and removal of the temporary signs.
- Confirmation that the signs will be removed after the event.
- Proposed method of fixing.

There is no guarantee that proposals giving less than 4 weeks notice can be considered in time for the event.

TEMPORARY DEVELOPMENTS SIGNS

A formal application must be submitted in writing a minimum of 4 weeks before the proposed erection date.

- With any request the applicant shall submit the following: -
- Location plan, erection date and type of development.
- Number or houses of flats within the development if applicable.
- Number of phases in which the development is being built.
- One copy each of the proposed sign schedules showing sizes, legends and directions, number identification of lighting columns to which signs are to be fixed and a copy of the proposed sign and venue location plan.
- Period over which the signs are required on site.
- Evidence that the organisers will indemnify the Highway Authority against any liability, loss, damage or proceedings arising from erection, display and removal of the temporary signs.
- Confirmation that the signs will be removed by the date specified on the approval correspondence by the council
- Proposed method of fixing.

There is no guarantee that proposals giving less than 4 weeks notice can be considered in time for the start of construction.

6. TEMPORARY DIRECTION SIGN COSTS

The various types of permits are shown in the table below along with the appropriate fee.

Type of sign required	Maximum number of signs	Assessment Fee
Events	10	£75
	Over 10	£150

Type of sign required	Time scale	Assessment Fee
New development	Initial 6 months	£150
Re-application	6 month extension	£150

NOTES

- Registered Charities who organise events will have their assessment fee waived.
- The cost for the provision of temporary signs is to be agreed between the applicant and the relevant signing contractor.
- All applications must be accompanied by a cheque payable to Rotherham Metropolitan Borough Council any applications not including this fee will be returned.

7. APPENDIX 'A'

ROTHERHAM METROPOLITAN BOROUGH COUNCIL

FORM OF INDEMNITY

TEMPORARY SIGNS ON THE PUBLIC HIGHWAY

IN CONSIDERATION of your permitting us to attach temporarily sign(s) and/or erect apparatus for the site:-

.....
Location:-
.....

in the Metropolitan Borough of Rotherham thereafter called "the apparatus") in the manner and positions(s) and for the period specified in your letter to us dated.....(hereinafter called "the accompanying letter").

WE HEREBY UNDERTAKE and AGREE as follows:-

- (a) We will attach/erect the apparatus only in the position(s) approved by you and we will not make any alteration in the types or numbers of the apparatus or the position(s) of the apparatus without the prior consent of the Chief Engineer, Transportation Unit (hereinafter called "the Chief Engineer").
- (b) The apparatus will be properly and securely attached/erected and thereafter satisfactorily maintained to the satisfaction of the Chief Engineer.
- (c) If any injury or damage whatsoever is caused or done to any highway for the maintenance of which you are responsible or any part thereof or to any apparatus or equipment or any other property real or personal owned by you or under your control in consequence directly or indirectly of the exercise or purported exercise by us of the permission or of anything done as a result thereof we shall be responsible for such injury or damage and at your direction we will either make good the same to the satisfaction of the Chief Engineer or pay to you all costs and expenses (including normal establishment charges) incurred by you in making good the same.
- (d) We will be responsible for and will release you from and will indemnify and keep you indemnified from and against all actions proceedings

claims costs demands and liabilities whatsoever which may at any time be taken made or incurred by or against you or your officers servants or agents in respect of any injury whether or not resulting in death loss or damage suffered by anyone whomsoever in consequence directly or indirectly of the exercise or purported exercise of the permission or of anything done as a result thereof howsoever caused.

- (e) The permission may be withdrawn at any time by you.

- (f) Upon the expiration of the period for which the permission is given or upon its earlier determination by you, we will forthwith remove the apparatus and make good any injury or damage arising in consequence of its removal to the satisfaction of the Chief Engineer and if we fail to do so, you shall be entitled to remove the apparatus or to make good such injury or damage and we will pay to you all costs and expenses (including normal establishment charges) incurred by you in doing so.

- (g) If required by you we will at our expense maintain a policy of insurance with a limit of liability in the sum of not less than one million pound in respect of any one claim but unlimited as to the number of claims in any one year in some insurance office or repute in respect of our liability to third parties for injury (including death) loss or damage arising from anything done as a result of the permission such policy also containing an indemnity to you in the terms contained in clause (d) hereof and upon demand we will produce the policy of insurance and evidence of payment of the premiums thereof.

- (h) We will observe and perform the conditions (if any) specified in the accompanying letter.

To be completed by the applicant

I am in agreement with the condition stated above.

Signed _____ Date _____

Name (please print) _____

An Authorised Signatory of _____

Address _____

Signed _____ Date _____

On behalf of:- Rotherham Metropolitan Borough Council

Please note that payment will be required before work is commenced.

Please return to:-

Rotherham Metropolitan Borough Council
Transport Unit
Bailey House
Rotherham
S60 1TD