



## **Terms & Conditions for the provision of Memorial Benches**

### **1.General Terms and Conditions**

1.1 Applications for memorial benches are considered on a strictly first come first served basis with only one donation/family allowed per bench. All applications should be completed and signed by the Donator on the official request form found at the end of these terms and conditions.

1.2 It should be noted that any replacement benches will be treated in the same way as a new memorial bench and, therefore, the following terms and conditions will apply to both.

1.3 Memorial benches are donated for a fixed term of 10 years. After the donation period the Council will attempt to make contact with the Donator using the last known address and offer to extend the period by a further 5 years based on the Council's approved schedule of charges applicable at the time (50% of the cost for the supply of a bench).

1.4 Where possible, the Council will place the donated bench at a location agreed with the Donator. However suitable sites for the placement of benches in Arundel is very limited and, therefore, applications from Donators with a strong connection to Arundel will have priority.

1.5 Where the proposed site is on, or near the highway or on land over which the Council does not own or control, it will be necessary for the Donator to obtain all necessary licences and consents from the necessary landowners. Any siting agreed will be approximate with the Council positioning the donated seat in its final location.

1.6 Once donated the bench becomes the property of the Council and the Council will carry out repairs due to wear and tear to either the bench or the plaque (save for discolouration due to weather) for the duration of the donation period. This does not include painting, vanishing or staining which can be carried out at an additional cost.

1.7 At the end of the donation period, should the Donator not wish to extend the donation period, the Council will remove the plaque and reserve the right to reassign the site to another Donator should the original seat be beyond refurbishment.

1.8 The Council will not be held accountable for any future works, changes of land use or planning changes to the site or their surrounding area which might cause a bench to be moved. In such circumstances the Council will always endeavour to

contact the Donator at their last known address and the cost of repositioning a bench (if such an option is deemed feasible by the Council) will be met by the Council.

1.9 It is the responsibility of the Donator to contact the Council with any change of address otherwise the last known address will be used. If the Donator remains untraceable, the Council is not duty bound to pursue the matter further and the bench and plaque could be removed without further notice.

## **2. Benches**

2.1 The type of bench used at any site will be pre-determined by the Council and no variation in the type of bench is permitted. Information on the type of bench allowed on sites is available from the Council although it should be noted that the bench type may be changed by the Council at their discretion.

2.2 Benches may be either fixed to the ground, installed into concrete or placed on site according to their type and location. At the discretion of the Council, a bench may be placed on a concrete plinth to prevent soil/grass erosion. The cost of this type of installation is additional to the cost of the bench donation.

2.3 The Council will undertake an annual assessment of all benches and reserves the right to remove any bench that is no longer considered safe and fit for purpose. In this event the named person(s) on the request form will be informed at the last known address/contact details. Any related inscribed plaque will be returned to the Donator or disposed of if contact cannot be made.

2.4 The Council accepts no responsibility for damage to benches by a third party but if the bench becomes damaged and the Council can successfully claim for a replacement under the terms of the insurance the Donator will be contacted if possible. If requested by the Donator, the bench and plaque will be replaced at a cost to the Donator but taking into account any insurance monies received less any excess payable.

## **3. Plaques**

3.1 The Council has full discretion over the specification and design of all plaques and the Donator will adhere to any requirements of the Council in this regard.

3.2 The plaque will be a maximum size of 150 mm x 60 mm and the Donator shall provide the wording to be inscribed on the plaque (maximum 15 words per plaque) for approval by the Council. Wording on the plaque must not cause offence or infringe copyright law. In such circumstances the decision of the Council will be final.

3.3 The original donation includes the cost of the plaque and its installation. If the Donator wishes to make changes to the plaque or add another plaque to the seat the Donator will be responsible for all charges incurred. The placing of an additional/replacement plaque will in no way extend the period of donation.

3.4 At the end of the dedication term and, where it is not possible to contact the Donator to offer to extend the period or where the Donator does not wish to renew

the donation, the Council will remove the memorial plaque and where reasonably practical return it to the bench Donator.

#### **4. Payments/Charges**

4.1 The cost of the bench will be in the region of £1750 (excluding any VAT) and will normally include the bench supply and delivery, cost of the plaque and engraving and fixing it to the bench, the cost of installing/ground fixing (subject to clause 2.2), insurance and a one-off maintenance fee.

4.2 The fees and charges for donated benches will be revised from time to time and can be provided by the Council on request.

4.3 The cost of all benches and associated plaques will be paid for by the Donator once the application has been approved by the Council and no works will commence until the full monies have been paid.

#### **5. Delivery and Installation**

5.1 Once the application for a memorial bench and the inscription of the plaque has been approved by the Council, the normal period for a bench to be supplied and installed is 3 months from the full payment of the cost of the bench as specified in clause 4.1 and 4.3 hereof and the receipt of any necessary licences and consents. In exceptional circumstances beyond the Council's control, the Council may not be able to meet its target. The Council will not be held responsible should this situation arise.

## OFFICIAL REQUEST FORM FOR A MEMORIAL BENCH

Name		
Address		
Post Code		
Telephone No.		
Email		
Preferred location (Exact location subject to agreement Arun District Council and West Sussex County Council)	Option 1	
	Option 2	
Plaque Inscription (please PRINT clearly and use BLOCK CAPITALS – Maximum 15 words)		
<p>Signing this application form will indicate agreement to the Terms and Conditions for Memorial Benches a copy of which forms part of this document.</p>		
Signed	Print Name	Date