

North Yorkshire County Council

Transport, Economy and Environment Overview and Scrutiny Committee

5 September 2012

Covering report Scrutiny Task Group on Temporary Vehicle Activated Signs Protocol

1. Purpose of Report

This report asks the Committee to:

- a. Note the information in the report;
- b. Consider the report and recommendations of the Scrutiny Task Group on Temporary Vehicle Activated Signs protocol to be presented to the Executive on the 15th September 2012. (Attached as Annex 1)

2. Background

The Transport, Economy & Environment Overview and Scrutiny Committee Scrutiny Task Group comprised of County Councillors David Jeffels (chairman of the Task Group), Mike Jordan, John Savage, Robert Heseltine and Michael Heseltine.

The research, considerations and recommendations of the Task Group are included in the attached draft final report for consideration and agreement by this Committee before presentation to the Executive on the 25th September 2012.

3. Recommendations

Members are recommended to:

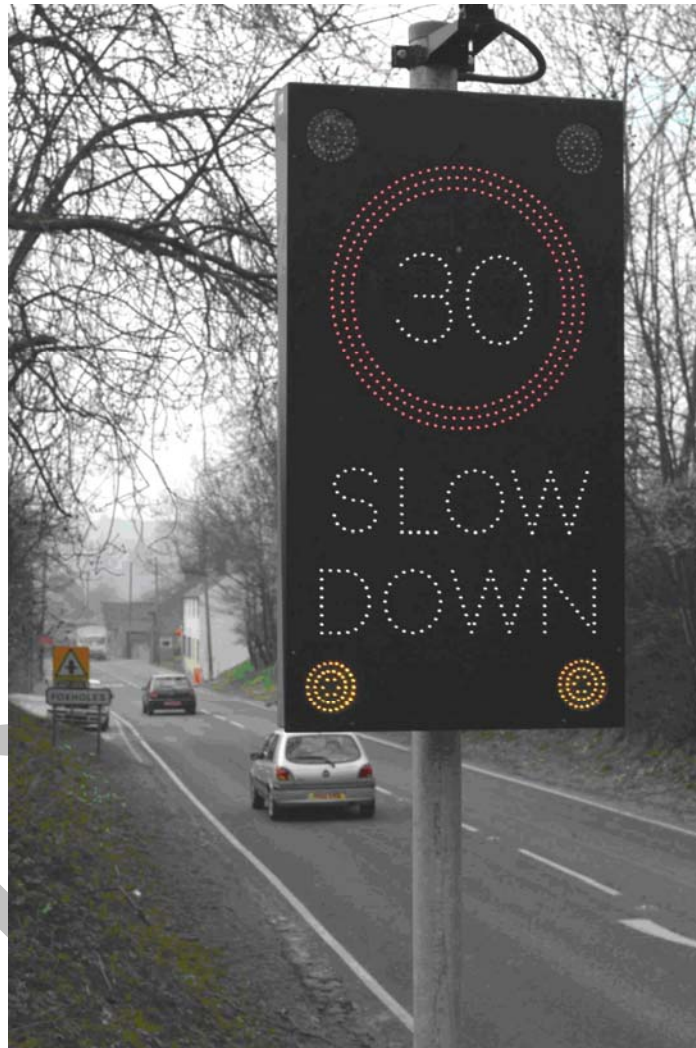
- a. Note the information in this report;
- b. Agree the report and recommendations of the Scrutiny Task Group on Temporary Vehicle Activated Signs protocol to be presented to the Executive on the 15th September 2012.

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Date: August 2012
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Background documents: None
Annexes: Annex 1: Draft report on Temporary Vehicle Activated Signs Protocol

Transport, Economy & Environment Overview & Scrutiny Committee



Scrutiny Task Group
Vehicle Activated Signs Review

Draft Report

September 2012

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Vehicle activated signs (VAS), are road side digital signs that display a message when they are approached by a vehicle exceeding the speed limit or going too fast for the type of road.

Executive Summary

The Transport, Economy & Environment Overview and Scrutiny Committee Scrutiny Task Group comprised of County Councillors David Jeffels (Who was elected chairman of the Task Group), Mike Jordan, John Savage, Robert Heseltine and Michael Heseltine.

The Task Group undertook a review of the Permanent Vehicle Activated Signs Protocol and recommend that the eligibility criteria should remain unchanged.

Research and consultation was undertaken on the proposal to have a Temporary Vehicle Activated Signs (VAS) Protocol that would see Parish Councils having the opportunity to lease Temporary VAS from the County Council. However, in order to make it a more affordable proposition, it is recommended that the County Council absorb the capital cost of the signs. Therefore, participating parishes and local communities will only have to fund the upfront foundation costs and the charges for their periodic rotation. However, this discounted approach should only apply to the purchase and utilisation of the first batch of signs, which it is further recommended should be two signs per district, in order to strike a balance between having signs available for use and ensuring the process is manageable from an administrative perspective. Therefore, sign availability can only be guaranteed for one year at a time in the event of demand exceeding supply.

The Temporary VAS Protocol and sign usage should be monitored regularly and after a suitable period of time, the subject of formal review. This review should include consideration of NYCC's continued ability to fund the signs, their level of utilisation over time and the level of ongoing demand from parishes and local communities.

The Task Group concluded that it should be recommended to the Executive that Temporary VAS should be offered as another tool in the speed management toolkit for those Parishes who do not meet the criteria for a Permanent VAS.

Recommendations

Recommendation 1

That the underlying eligibility criteria for permanent vehicle activated signs should remain unchanged.

Recommendation 2

That periodic speed surveys are undertaken to monitor the long term effectiveness of Permanent VAS.

Recommendation 3

That the Executive agrees to the introduction of a Temporary Vehicle Activated Signs protocol. Draft attached at Annex A

Recommendation 4

That the County Council absorb the capital cost of purchasing the initial batch of signs (which will be two per district) in order to reduce the costs to participating parishes; with the caveat that this position be monitored and reviewed prior to a decision over the County Council's ability to continue funding such a scheme.

Recommendation 4

That the Temporary VAS Protocol is integrated into the Speed Management Protocol.

Recommendation 5

That there is clear communication with Town and Parish Councils and Parish Meetings around a Temporary VAS Protocol and a report, for information, should be forwarded to the County Council's Area Committees. This communication should make clear that all speed complaints/requests for service should be processed through the Speed Management Protocol, that temporary VAS availability can only be guaranteed for one year at a time should demand exceed supply, and that there will be two signs per district available for use.

1.0 Introduction

1.1 Why do a scrutiny review?

Existing protocols are in place for permanent Vehicle Activated Signs (VAS) and mobile speed matrices, with permanent signs being deployed at locations where there is a history of speed-related accidents. As the protocols were scheduled for review and opportunities for introducing temporary VAS were being discussed the Transport Economy & Environment Overview and Scrutiny Committee felt it was a timely piece of work that would benefit from Member involvement.

Members felt that an in-depth review was required to ensure that in light of ongoing demand for permanent and mobile VAS and an anticipated demand for temporary VAS, an objective and consistent approach to their selection and deployment is put in place to determine under which circumstances the three types of VAS should be considered. Members agreed that this would be best satisfied by the integration of a Temporary VAS Protocol into the existing overarching Speed Management Protocol.

The review also presented the opportunity to examine what other tools are at the disposal of the County Council and partner organisations to tackle speeding and to engage with Parish Councils, North Yorkshire Police, North Yorkshire Fire and Rescue Service and the City of York Council.

1.2 What were the objectives of the review?

The objectives of the review were:

- To consider different funding and delivery models for the introduction of a Temporary VAS Protocol;
- To research the effectiveness of mobile speed matrices, proposed temporary VAS and permanent VAS;
- To make clear the relationship, in the Speed Management Protocol, between, mobile, (proposed) temporary and permanent VAS;
- To research and put forward alternative/supplementary proposals for the introduction of speed indicator devices;
- To take evidence from participants/stakeholders on the proposals;
- To ascertain the level of interest from parish councils for leasing a temporary VAS;
- To look at the existing tools that are at the disposal of NYCC and relevant partner organisations to tackle speeding and what else they could do in this regard.

1.3 Who were the County Councillors on the Task Group?

The membership of the Task Group was taken from the Transport Economy & Environment Overview and Scrutiny Committee and included County Councillors David Jeffels (Who was elected chairman of the Task Group), Mike Jordan, John Savage, Robert Heseltine and Michael Heseltine. This membership saw Councillors being involved from across the County area.

1.4 What is a Temporary Vehicle Activated Sign?



Visually, a temporary VAS looks no different to a permanent VAS; the only difference being the length of time it is installed at a particular location. However, subject to approval from the NYCC Executive Committee, they will be made available for use at locations that have been assessed as category 4 (low speeds/no casualties) or occasionally category 3 sites (low speeds/low casualties). If their use is approved by the NYCC Executive Committee, the County Council will be responsible for the administration and deployment, although they will be included in the Speed Management

Protocol.

1.5 What is a Permanent Vehicle Activated Sign (VAS)?

This is a permanent, post-mounted, sign installed at sites which suffer from a poor, speed related, accident record. They are only used when conventional signing and/or other engineering measures have not been effective in reducing speeds or the number of accidents. They display either an approaching hazard or the posted speed limit and typically show a 'Slow Down' message at the same time. Their use is limited to avoid proliferation.

The County Council is responsible for the assessment of potential sites and for their deployment. However, this will usually be carried out in conjunction with local road safety partners through the 95 Alive Speed Management Protocol.

1.6 What is a Mobile Speed Matrix Sign

This involves the use of an electronic sign for a week or so at a time, that illuminates only when a vehicle approaches at above the speed limit or threshold for safety e.g. at the entry to a village or on the approach to a sharp bend. Research has shown these signs to be very effective in making drivers slow down. They are most effective when used for a short period of time as their effectiveness reduces with familiarity. However, they can be brought back for another short period if driver compliance with the speed limit starts to reduce again. These signs may be mounted on a suitable existing post e.g. telegraph pole (with permission) or may be a trailer mounted unit. They are operated and installed by the Fire & Rescue Service as part of the local road safety partnership.

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2.0 The Speed Management Protocol (SMP) and Permanent Vehicle Activated Signs Protocol

Historically the approach to tackling the problem of inappropriate speed had lacked consistency across both the county and the various partners involved in speed management activity. In order to establish a more collaborative approach to dealing with speed complaints and to ensure greater coordination between partners over speed management the Speed Management Protocol for North Yorkshire and the 95 Alive Road Safety Partnership was developed. (The Speed Management Protocol is available on the NYCC website <http://www.northyorks.gov.uk/index.aspx?articleid=3243>)



All the partners within the 95 Alive Road Safety Partnership have signed up to the Speed Management Protocol. The Partnership involves:

- North Yorkshire Police
- North Yorkshire Fire & Rescue Service
- City of York Council
- North Yorkshire County Council
- Highways Agency
- District Councils through the Community Safety Partnerships and their local area Road Safety Task Groups.

The Speed Management Protocol has within it a protocol for the use of Permanent VAS. The Task Group reviewed the current Permanent VAS Protocol and agreed that traffic speeds remain a concern for local communities and one solution to address the problem of drivers travelling too fast for the prevailing conditions or who are exceeding the speed limit, is to introduce a permanent Vehicle Activated Sign (VAS). However, they should only be installed when the criteria are met. The Task Group believes it is important to protect the use of permanent VAS and to limit their introduction to only those locations where the eligibility criteria are met. To do otherwise, risks greater numbers of VAS across the County and the resulting reduction in their effectiveness. If there are too many, drivers will just not see them; they will become part of the landscape!

2.1 When should permanent vehicle activated signs be used?

The Task Group considered the current eligibility criteria in use for the placement of permanent VAS are appropriate and would not want to recommend any changes. In order to derive maximum benefit, Members agreed that Permanent signs should only be installed when all of the following criteria are met:

1. There is a personal injury collision problem at the site or on the road in question;
2. The personal injury collision problem is associated with inappropriate or excessive speeds;

3. The personal injury collision problem cannot satisfactorily be resolved through the introduction of conventional accident remedial or traffic calming measures;
4. The location must allow safe working conditions for staff when attending the speed sign. (Electrical Engineering Team to be consulted);
5. A funding source has been identified.

One of the areas the Task Group did feel there was room for improvement was monitoring after the Permanent VAS have been put in place. The Task Group felt that monitoring should be made more robust to allow for accurate analysis of the effectiveness of the signs. Monitoring of traffic speeds at VAS sites should be carried out at approximately three months after implementation to gauge initial performance, and then again at around three years, along with a review of the associated accident record. This would help to assess the long term effectiveness of the sign.

2.2 The Task Group agree that:

- when criteria 1-4 are met the County Council would fund anyway
- The threshold speed limit should remain plus 1mph (for example 31mph in a 30mph limit).
- Data collection and in particular monitoring of the effectiveness of Permanent VAS needed to be more robust with the introduction of periodic speed surveys. (with follow up action undertaken as required through the Speed Management Protocol)

Recommendation

That the underlying eligibility criteria for Permanent Vehicle Activated Signs should remain unchanged.

Recommendation

That periodic speed surveys are undertaken to monitor the long term effectiveness of Permanent VAS.

3.0 Research

Members looked at a range of temporary VAS programmes in operation across different local authorities and these examples are referred to below:

What are other Local Authorities doing?

3.1 Shropshire County Council

Shropshire CC own and are responsible for the deployment of the Temporary VAS and that would remain the case throughout their effective life.

The location of the device is determined through early identification by the Parish Councils. Vehicle speeds are then monitored covertly by officers using handheld laser devices. A site visit would also be undertaken.

The VAS are rotated on the following basis:

- Maximum time at any one site 6 weeks
- Minimum time at any one site 2 weeks
- Minimum of 2 weeks between rotations

Any cost due to be paid by the Parish Council will be invoiced annually. The cost per annum will vary depending on the rotation with other sites within either the same parish or another.

The cost of sign repairs and maintenance are included in the operating costs.

Insurance liability remains with Shropshire CC.

VAS are set to display the speed limit when approached by a vehicle travelling above the speed limit (31mph in a 30mph speed limit), acting as a reminder to any drivers exceeding the speed limit.

Analysis

Advantages	Disadvantages
Choice of rotation options (length of time)	Potential for short rotation durations – officer time pressure and additional administration time/costs
Funding contribution options from Parishes – initial and maintenance	Data capture – requires substantial officer time (manual)
Shropshire Council deploy signs – skilled engineers	
Triggered when vehicles exceed the speed limit	

3.2 Buckinghamshire County Council

The Moveable Vehicle Activated Sign (MVAS) initiative is a locally managed scheme where vehicle activated sign(s) can be purchased by the Parish/Town Council and moved around the village to pre-agreed locations, co-fixed onto existing posts or onto a movable post secured by a ground screw. For this scheme it is the responsibility of the Parish to fund the signs fully.

In this scheme the Parish purchases the sign direct from the manufacturer and it is their responsibility to maintain and move it.

For each proposed MVAS location a suitable and sufficient risk assessment is to be carried out to identify the significant hazards and to determine the required control measures.

Any persons or organisation installing a MVAS must ensure that they have £5m public liability insurance cover.

If, in the opinion of the Highway Authority, a MVAS is erected where it presents a hazard to the travelling public, the Highway Authority reserves the right to remove the MVAS. In addition, if the scheme is being managed in a way that presents a hazard to the travelling public, the Highway Authority reserves the right to withdraw its approval.

MVAS will be set to display the speed limit when approached by a vehicle travelling above a pre-determined speed (typically 33mph in a 30mph speed limit), acting as a reminder to drivers exceeding the speed limit. The aim of this is to encourage a safer driving speed and improve road safety.

All VAS now come with data capture. Data can be downloaded directly from site and used to determine whether a speeding issue does exist and what, if any, further action may be required.

Analysis

Advantages	Disadvantages
Parish funded – no Council contribution	Reliant on parish council judgement as to correct, safe placement of signs – potential lack of control
All responsibility passed to the Parish – maintenance, deployment etc	'High' trigger level – 10% above posted speed limit
Data capture possible	
2 chosen manufacturers	
Minimal officer time required	

3.3 Leicestershire County Council

Leicestershire CC introduced Community Speed Watch (CSW) programmes in Autumn 2006. The programme allows volunteers to work within the community to raise awareness of the dangers of speeding and to help control the problem locally. CSW does not enforce the law but is designed to support the police by raising awareness of the dangers of speeding. From an original pilot involving nine communities, CSW had expanded to over 120 individual schemes by 2011.

For this scheme it is the responsibility of the parish to fund the signs fully. If there is a high accident rate they might qualify for the fixed VAS or traffic calming. If they have run the Community Speed Watch scheme, Leics CC will try and erect one of their own Mobile Vehicle Activated Signs to let the Parish have a look at it. Parishes are encouraged to combine their finances and it isn't unusual to have three Parishes using the same unit.

Any persons or organisation installing an MVAS must ensure that they have £5m public liability insurance cover.

Leics CC suggest that the unit only activates when the speed limit is broken. Leics CC have two types of sign, one that is a reminder of the speed limit (VAS) and a Speed Indicator (SID). For the speed indicator Leics CC ask that it be capped, 45 in a 30 and 55 in a 40 limit, so that they don't get anyone trying to get a "top" speed. Leics CC only authorise VAS and SIDs to be used in 20/30/40 limits.

All units now come with data capture and a data programme that allows the data to be exported to excel for examination. However, the programme expires after one month and costs £800 to buy to use permanently.

Analysis

Advantages	Disadvantages
Parish funded 100%	Council officer time not re-charged
Possibility of adjacent parishes combining their funding to purchase and run MVAS	Data capture programme expensive to purchase
Purchased direct from manufacturers	
Completion of the Memorandum of Understanding	
Data capture	

3.4 Rotherham Borough Council

Rotherham Borough Council own the signs throughout their effective life and are responsible for deployment and maintenance of the signs. They are also liable for insurance purposes.

Funding for the signs comes through the Local Transport Plan Integrated Capital Programme

The proposed sign will display the speed limit of the road when vehicles are detected travelling above the preset threshold level and inform motorists to 'slow down'. The threshold trigger speed is 34mph for sites with a speed limit of 30mph and 44mph for sites with a speed limit of 40mph.

Once vehicles have passed the sign their speed will be recorded and stored on an internal memory enabling the Council to download the information.

Analysis

Advantages	Disadvantages
Small portable sign – 1 or 2 person erection	All costs funded by Council
Multiple uses – can be turned off for data capture only	'High' trigger speeds – 10%+2mph
Deployment controlled by local authority	
Data capture	

3.5 Conclusion

After considering the examples from other Local Authorities it is clear to see there is no 'one size fits all' approach. Each of the Authorities have tailored their solutions to what would work best in their own circumstances. What does come across is the need to ensure there is a clear understanding both from the Local Authority perspective and the Parish Councils. Whatever approach is used good communication is key.

Recommendation

That there is clear communication with Town and Parish Councils and Parish Meetings around a Temporary VAS Protocol and a report, for information, should be forwarded to the County Council's Area Committees.

4.0 Consulting with Parish Councils

As part of the consultation process the chairman of the Task Group; County Councillor David Jeffels attended meetings of the Yorkshire Local Councils Association to hear first hand the thoughts of Parish Councils about the proposal to use Temporary VAS and the opportunity for Parish Councils to lease them from the County Council.

On the whole the responses were positive to the idea. Some Parish Councils had made repeated requests for permanent VAS for some time but these had been turned down as they did not meet the criteria. Alternatives had been suggested, but were considered by the parishes as insufficient. Many of these Parishes saw Temporary VAS as a way forward for them.

A selection of the comments and frequently asked questions from the meetings are included below:

- A number of Parish Councils questioned why they could not purchase a permanent VAS.

Eligibility for a permanent VAS is dependent on there being a recognised collision history caused by inappropriate or excessive speed. It is important these criteria are protected in order to ensure permanent VAS effectiveness is maintained where they are in place.

- Who would place and relocate the Temporary VAS? Would NYCC highways charge for placement?

NYCC would place and relocate the Temporary VAS and any costs would be included within the lease charges.

- Would data evidence be required to establish where the temporary VAS would be placed?

Through the Speed Management Protocol, a speed survey would be arranged if one hasn't been carried out within the required time-frame. Where the VAS would be placed depends on a number of factors, eg the location where residents are complaining speeding is taking place at and whether there is any street furniture at that location that could safely accommodate a VAS.

- A real need to ensure this is coordinated with other agencies for example North Yorkshire Fire & Rescue Service.

Coordination and collaboration between agencies is already happening through the Speed Management Protocol. The North Yorkshire Fire & Rescue Service, the Police and a representative of the Safer Community Partnerships have also been invited as consultees on the work of this Scrutiny Task Group.

- What will be the exact costs of hiring the Temporary VAS?

The true costs for the lease of the Temporary VAS are currently being drawn up. The costs will include the placement and maintenance of the signs along with insurance cover.

- Smaller parishes might struggle to pay for the lease of the Temporary VAS.

One option would be for Parishes to come together in a cluster to share the cost of leasing the Temporary VAS.

4.1 Meeting with the Parish Councils of Sharow and North Stainley with Sleningford

As part of our engagement with Parish Councils we felt it would be useful to meet with a Parish Council that had expressed an interest in being involved in the Scrutiny review. We welcomed Iona Taylor, Glenys Bailey and Emma Stamper as representatives from Sharow and North Stainley with Sleningford Parish Councils to a meeting of the Task Group in which representatives of North Yorkshire Police and Fire & Rescue Service and City of York Council were also present.

Both the villages are located on main roads and have Primary Schools within them as do many villages across the County. The Parish Council had also undertaken a survey of Sharow residents which found that *'65% of respondents indicated that they would support an increase in the precept if it were used to help fund extra traffic calming measures'* Ms Taylor went on to say that *'we believe this is a way that all Parish Councils could fund participation in a VAS scheme'*.

Although it was stressed that the Parish Councils want a permanent VAS the representatives went on to say *'that the suggestion of temporary VAS schemes is one of merit'* and they wanted to *'take this opportunity to confirm our (2) Parishes interest in joining such a scheme'*.

The Task Group recognise that these are the views of two Parish Councils and through working with Parish Councils in their own areas understand that some Parishes may not be willing to increase the precept to pay for extra traffic calming methods.

5.0 North Yorkshire Police and North Yorkshire Fire & Rescue Service

Inspector Dave Brown of North Yorkshire Police stressed that the Speed Management Protocol (SMP) that had been developed working in collaboration with other agencies looked at managing speed from different angles; education, engineering and enforcement. North Yorkshire Police would not want to see any development of a temporary VAS protocol interfering with the delivery of the SMP. He felt it would have a detrimental effect if there were to be a proliferation of VAS across the County.

Dave Pitt of the North Yorkshire Fire & Rescue Service also cited the SMP as a key way of addressing speed management and believed it was too early to say whether it was having the desired effect as it had only been in place for six months. The SMP had seen local task groups being given a clear direction

about improving communication with local communities. This engagement, in Mr Pitt's opinion, should not be disregarded. The placement of VAS without enforcement may have a negative impact rather than helping to reduce speeds.

5.1 Conclusion

Listening to the concerns of the North Yorkshire Police and Fire & Rescue Service the Task Group is keen to see that the Temporary VAS protocol becomes an integral part of the SMP and does not detract from that in any way. We would also be keen to see that the numbers of Temporary VAS are limited so that, although their use may be seen as another tool in the toolkit, their impact is not diminished by over use.

Recommendation

That the Temporary VAS Protocol is integrated into the Speed Management protocol.

6.0 What other tools are available?

One alternative to the speed limit reminder is a Speed Indicator Device (SID). These are temporary vehicle activated signs that detect (by radar) and then display the actual speeds of approaching vehicles. They can be set to be triggered by all vehicles or only those exceeding a given threshold speed.

We were pleased to welcome Trish Hirst of City of York Council to a meeting of the Task Group to tell us how City of York Council are utilising SIDs in communities in York

The SID which provides members of the local community with the opportunity to address anti social behaviour and influence motorists' style of driving through education.

SID is of particular benefit when tackling the casual speeder who may not have realised that they are driving too fast or breaking the speed limit. SID notifies them of their speed and helps to make them more aware of potential hazards in the area and the appropriate speed at which they should be travelling

We could see how they might be of benefit for communities looking for a simple piece of educational equipment but felt that for our own purposes a Temporary VAS would still be the preferred option. We felt that a temporary VAS had more of a 'presence' than a SID.

What is the SID (speed indicator device)

- SID is one of the measures that may be offered to your community, if you have a speeding concern that has been investigated through the 95 Alive Speed Review process.

Members of Community Groups can receive free training and borrow a radar activated Speed Indicator Device (SID) for use on roads where there are concerns about traffic speeds. The machine can be loaned free of charge.



The S.I.D consists of an electronic display which, when sited at the roadside, displays the vehicle speed along with a 'smiley face' for those travelling within the speed limit and a 'grumpy face' for vehicles exceeding the limit.



Participating groups will be given full training and provided with risk assessment sheets and high visibility tabards.



Whilst motorists exceeding the speed limit are not prosecuted, the device is an excellent means of raising awareness of speed issues in areas where there is a problem with vehicles travelling too fast.

If you are a member of a Community Group and would like to participate in this scheme, or require further information, please contact The Road Safety Team on 551331 or by email at road.safety@york.gov.uk



7.0 Proposal for a Temporary VAS Protocol

Our proposal to have Temporary VAS is based on our research undertaken through this review, our consultation with Parish Councils both through the Yorkshire Local Councils Association and a meeting with Sharow and North Stainley Parish Councils, discussions with North Yorkshire Police and North Yorkshire Fire and Rescue Service and a representative of the Community Safety Partnership.



The Temporary VAS protocol would see those locations identified through the Speed Management Protocol as 'low speed / no casualties' or 'low speed / low casualties' (categories 3 & 4 in the SMP), being able to lease temporary VAS from the County Council.

7.1 The Task Group Proposed Methodology for the Temporary VAS Protocol

Through the SMP, a mechanism already exists for the processing of speed related concerns and complaints by the local Community Safety Partnerships (CSP). This should continue; the only proposed change to the SMP being the introduction of temporary VAS as a measure available for use at Category 4 sites where an external funding source exists.

The expectation here is that a Parish or group of Parishes may choose to prioritise or pool their resources in order to lease temporary VAS from the County Council. The option to lease temporary VAS will also be extended to parishes whose sites are identified as Category 3, should they prefer this as an option over any measures as proposed by the CSP.

Once a complaint has been through the Speed Management Protocol process, any requests for temporary VAS will be administered and coordinated locally by the relevant area highway office.

7.2 Eligibility criteria

All speed complaints will be processed according to the Speed Management Protocol. This provides an objective, consistent and graduated approach to managing speed related complaints in North Yorkshire. Where parishes with a funding source wish to make use of temporary VAS, they may do so subject to the following conditions for the erection of a temporary sign:

1. There must be a suitable, safe location to erect the sign;
2. The location must allow safe working conditions for staff when attending the speed sign. (Electrical Engineering Team to be consulted);

3. Consideration should be given to nearby homes and businesses when finding a suitable location for the sign as the light emitted from the signs can sometimes be intrusive;
4. Research has shown that the effect of the signs on vehicle speeds reduces as the 'novelty' effect wears off. For this reason the signs are to remain in place for a maximum of six weeks period and are then deployed to another site.

We would recommend the use of Solar powered VAS. Although the initial capital cost is higher, they provide greater flexibility over where the signs can be erected.

7.3 Funding Principles

The County Council is not permitted to make a surplus/ profit in any financial arrangements with Parish or Town Councils (or equivalent). At the same time, Executive members recently approved a number of principles in relation to charging for discretionary services. These included seeking to maximise cost recover wherever possible by charging for 'true costs'. See Review of Highways and Transportation Fees and Charges Report, February 2011. Nevertheless for the purposes of the implementation of the Temporary VAS Protocol, see footnote 2 below.

Table 1 below sets out the installation and lease costs per sign.

Item	Sub-total (£)	Running Total
Installation charge (<u>year one only</u>) (Parish to pay)	300 or 400 ¹	300 or 400
Annual lease per sign (for NYCC)	625 ²	300 or 400
Rotation costs	330 (3 per parish x 110)	630 or 930 ³

Table1: Annual lease cost per sign

1. £300 if installed in concrete foundation in verge, £400 if installed in NAL socket in tarmac footway (one-off charge, payable up-front);
2. NYCC to absorb this cost. Therefore, no cost to parishes for use of first set of signs to be purchased; decision to reviewed following a suitable period of time;
3. Costs for year one only. Future years costs will exclude installation charges.

Notes:

- Excludes administration charge (£20/ hour)/ any technical officer fees will be charged at (£40/hour)
- Annual lease cost is per sign. Should two or more parishes choose to pool the resource, the costs to each parish would be reduced;
- Pay back over four years;
- Minimum lease agreement period will be 12 months;
- Six weeks deployment time at site;

- Three months between deployments;
- Maintenance charges are built in to the initial capital cost;
- Parishes to identify suitable location and carry out local consultation where necessary (to keep officer time/costs down). All locations require highway authority approval;
- All costs are subject to VAT.

Under the terms of the scheme, parishes must sign a Hire Agreement with the County Council. The key elements of the agreement cover the equipment being used, payment and rental period. A copy of the lease agreement is attached. NB: availability of temporary VAS can only be guaranteed for one year at a time, where demand exceeds supply (two signs being purchased per district).

Signs will remain in the ownership of NYCC throughout their effective life and responsibility for deployment and maintenance rests with the Authority. As they are purchased, owned and erected by NYCC, the Council's activity in this respect will be covered by its own insurance.

The Task Group would recommend that the temporary VAS should be triggered when speeds exceed the speed limit e.g. 31mph in a 30mph speed limit.

7.4 Site categories table

Below is the Speed Management Protocol, Site Categories Table showing where the Temporary VAS would be offered as another tool in the speed management toolkit.

Category	Speed	Casualties	Priority	Treatment
1	High: meets or exceeds thresholds for both mean and 85% speeds or mean speeds exceed enforcement threshold of 10%+2	High	High	Higher level enforcement; Consider engineering measures – feed into high priority sites assessment; Education/publicity.
2	Low	High	Medium	Higher level enforcement; Consider engineering measures – feed into high priority sites assessment; Education/publicity.
3	High: meets or exceeds thresholds for mean speeds only	Low	Low	Low level enforcement; Consider engineering; Use of Matrix signs; Education/publicity; Temporary VAS (subject to availability of external funding).
4	Low	Low/ None	NFA	No further action; Temporary VAS (subject to availability of external funding).

Recommendation

That the Executive agrees to the introduction of a Temporary Vehicle Activated Signs protocol. (Draft attached at Annex A)

Recommendations

Recommendation 1

That the underlying eligibility criteria for permanent vehicle activated signs should remain unchanged.

Recommendation 2

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That the Temporary VAS Protocol is integrated into the Speed Management Protocol.

Recommendation 5

That there is clear communication with Town and Parish Councils and Parish Meetings around a Temporary VAS Protocol and a report, for information, should be forwarded to the County Council's Area Committees. This communication should make clear that all speed complaints/requests for service should be processed through the Speed Management Protocol, that temporary VAS availability can only be guaranteed for one year at a time should demand exceed supply, and that there will be two signs per district available for use.

Glossary

SMP	Speed Management Protocol
VAS	Vehicle Activated Signs
MVAS	Moveable Vehicle Activated Signs (Buckinghamshire County Council))
CSW	Community Speed Watch (Leicestershire County Council)
SID	Speed Indicator Device
YLCA	Yorkshire Local Councils Association
CSP	Community Safety Partnership
NYCC	North Yorkshire County Council
Bucks CC	Buckinghamshire County Council
Leics CC	Leicestershire County Council

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ANNEX A

Draft Temporary Vehicle Activated Sign Protocol

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North

Yorkshire County Council

Business and Environmental Services

Temporary Vehicle Activated Sign (VAS) Protocol

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1.0 INTRODUCTION

Speeding traffic remains a major concern for local communities in North Yorkshire. In response, the County Council has developed a Speed Management Protocol (SMP) in conjunction with partner agencies through the 95 Alive York and North Yorkshire Road Safety Partnership. The SMP sets out the process through which concerns about traffic speeds can be raised, investigated and addressed by the local Road Safety group of the District Community Safety Partnership. This ensures that engineering, educational and enforcement agencies work together to assess and consider each complaint and how it can be addressed by those agencies.

The growing view is that Vehicle Activated Signs (VAS) provide a favourable solution to alert drivers who are driving too fast for the conditions or are exceeding the speed limit. Anecdotal evidence suggests that demand may exist for temporary VAS to be available to local communities where a site is of local concern but which falls below the threshold required for further action by the 95 Alive Road Safety Partnership.

Based on a review of academic research and how other authorities manage similar protocols elsewhere, this paper sets out the criteria for the use and funding of temporary VAS for low level speed enforcement on the highway and specifically, outlines cost sharing arrangements with parish and town councils for particular circumstances.

As with any other remedial engineering solution, VAS should be installed according to criteria and guidelines to ensure their use is as effective as possible in terms of reducing vehicle speeds on the highway whilst changing both the attitude and behaviour of road users travelling on the network.

It is likely that if the installation of interactive equipment continues to occur without a consistent approach, the potential benefits of these signs will be severely reduced.

This protocol is to be used for assessing the provision Temporary VAS on roads in North Yorkshire and links in to the 95 Alive Road Safety Partnership Speed Management Protocol.

2.0 LINKS TO THE SPEED MANAGEMENT PROTOCOL

Through the SMP, a mechanism already exists for the processing of speed related concerns and complaints by the local community safety partnerships (CSP). This will continue with the introduction of temporary VAS as a measure available for use at Category 4 sites (as identified by the CSP through the SMP process) where an external funding source exists (see Appendix A). NB: for the first batch of temporary VAS, the recommendation is for NYCC to absorb the capital costs of the signs, with parishes only responsible for foundation costs and charges for their periodic rotation. This position will be reviewed in time.

Where a site is assessed as Level 4 and, therefore through the Speed Management Protocol, no further action is required, the option exists for Parish or Town Councils (or equivalent) to lease VAS on a temporary basis is available where they feel there remains a perceived problems to be addressed. This option will also be extended to parishes whose sites are identified as Category 3, should they prefer this as an option over any measures as proposed by the CSP.

3.0 WHAT ARE TEMPORARY VEHICLE ACTIVATED SIGNS?

A temporary Vehicle Activated Sign is no different in appearance or performance as a permanent Vehicle Activated Sign. The only difference is the length of time in which it is erected at a particular site.

A Vehicle Activated Sign is blank most of the time. If an approaching vehicle is travelling faster than a pre-set speed threshold, the sign lights up and typically shows the speed limit roundel and a warning message. This reminds drivers to reduce their speed to within the posted speed limit.

The signs can also be installed on the approaches to hazards, such as bends or junctions. In these situations, when triggered they will usually display a warning message and/or a symbol representing the hazard. This protocol relates to the use of speed enforcement signs only.

The signs are erected on a steel post, which meets the passive safety criteria set out in the North Yorkshire County Council Passive Safety Protocol. Solar power is the preferred method of power. Although the initial capital cost is higher, they provide greater flexibility over where the signs can be erected.

4.0 ELIGIBILITY CRITERIA

All speed complaints will be processed according to the Speed Management Protocol. This provides an objective, consistent and graduated approach to managing speed related complaints in North Yorkshire. Where parishes with a funding source wish to make use of temporary VAS, they may do so subject to the following conditions for the erection of a temporary sign:

1. There must be a suitable, safe location to erect the sign;
2. The location must allow safe working conditions for staff when attending the speed sign. (Electrical Engineering Team to be consulted);
3. Consideration should be given to nearby homes and businesses when finding a suitable location for the sign as the light emitted from the signs can sometimes be intrusive;

- Research has shown that the effect of the signs on vehicle speeds reduces as the 'novelty' effect wears off. For this reason the signs are to remain in place for a maximum of six weeks period and are then deployed to another site.

The use of Solar powered VAS is recommended. Although the initial capital cost is higher, they provide greater flexibility over where the signs can be erected.

5.0 FUNDING

The County Council is not permitted to make a surplus/ profit in any financial arrangements with Parish or Town Councils (or equivalent). At the same time, Executive members recently approved a number of principles in relation to charging for discretionary services. These included seeking to maximise cost recover wherever possible by charging for 'true costs'. See Review of Highways and Transportation Fees and Charges Report, February 2011. Nevertheless for the purposes of the implementation of the Temporary VAS Protocol, see footnote 2 below.

Table 1 below sets out the installation and lease costs per sign.

Item	Sub-total (£)	Running Total
Installation charge (<u>year one only</u>) (Parish to pay)	300 or 400 ¹	300 or 400
Annual lease per sign (for NYCC)	625 ²	300 or 400
Rotation costs	330 (3 per parish x 110)	630 or 930 ³

Table1: Annual lease cost per sign

- £300 if installed in concrete foundation in verge, £400 if installed in NAL socket in tarmac footway (one-off charge, payable up-front);
- NYCC to absorb this cost. Therefore, no cost to parishes for use of first set of signs to be purchased; decision to reviewed following a suitable period of time;
- Costs for year one only. Future years costs will exclude installation charges.

Notes:

- Excludes administration charge (£20/ hour)/ any technical officer fees will be charged at (£40/hour)
- Annual lease cost is per sign. Should two or more parishes choose to pool the resource, the costs to each parish would be reduced;
- Pay back over four years;
- Minimum lease agreement period will be 12 months;
- Six weeks deployment time at site;
- Three months between deployments;

- Maintenance charges are built in to the initial capital cost;
- Parishes to identify suitable location and carry out local consultation where necessary (to keep officer time/costs down). All locations require highway authority approval;
- All costs are subject to VAT.

Under the terms of the scheme, parishes must sign a Hire Agreement with the County Council. The key elements of the agreement cover the equipment being used, payment and rental period. A copy of the lease agreement is attached. NB: availability of temporary VAS can only be guaranteed for one year at a time, where demand exceeds supply (two signs being purchased per district).

6.0 OWNERSHIP AND RESPONSIBILITY FOR DEPLOYMENT

The signs will remain in ownership of North Yorkshire County Council throughout their effective life and responsibility for deployment also rests with the Authority.

7.0 TRIGGER LEVELS

The temporary VAS should be triggered when vehicles speeds exceed the posted speed limit e.g. 31mph in a 30mph speed limit.

8.0 DATA COLLECTION

It is usually possible to include a data logger inside the signs. As the name suggests, these collect and record the volumes and speeds of passing vehicles.

Any signs purchased by NYCC will have this facility; any data recorded will be stored and made available through the 95 Alive Road Safety Partnership.

9.0 RESOURCE IMPLICATIONS

Highways Area Office staff resources will be required to disseminate the protocol and explain it if necessary.

In addition, Ringway Infrastructure Services technicians will be responsible for the erection and relocation of the signs and posts.

10.0 BENEFITS

They can also help to reassure concerned residents about perceived speeding problems. Temporary VAS can be moved from site to site and it is reasonably quick to do so.

11.0 CONCERNS

Research has shown that the effect of the signs on vehicle speeds reduces as the 'novelty' effect wears off. However, these concerns are mitigated by ensuring the signs remain in place for a maximum of six weeks period and before being deployed to another site.

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Notes:

- All VAS should be compliant with the national Traffic Signs Regulations and General Directions (TSRGD 2002).
- Temporary VAS are to be at a location for no longer than 6 weeks to ensure maximum benefit.
- Temporary VAS are not to be re-located at a site within a 3 month period of the original erection to ensure maximum benefit.
- VAS should be clearly visible to approaching vehicles. Minimum clear visibility distance should be based on Appendix A of Traffic Signs Manual Chapter 4 and should not be obstructed by trees or other road signs.
- Temporary VAS should be erected at a distance of at least 100m within the speed limit to ensure that the radar does not pick up vehicles outside of the speed limit. E.g. a 30mph VAS would not want to pick up approaching vehicles in the preceding 60mph limit.
- VAS should be erected at a mounting height of 1800mm within a verge and 2100mm within a footway ensuring a minimum lateral clearance of 500mm from the edge of carriageway.
- Consideration should be given to nearby homes and businesses when finding a suitable location for the VAS as the light emitted from the signs can sometimes be intrusive.
- The signs should be triggered when speeds exceed the speed limit e.g. 31mph in a 30mph speed limit.

Appendix A (Speed management Protocol Site Categories Table)

Category	Speed	Casualties	Priority	Treatment
1	High: meets or exceeds thresholds for both mean and 85% speeds or mean speeds exceed enforcement threshold of 10%+2	High	High	Higher level enforcement; Consider engineering measures – feed into high priority sites assessment; Education/ publicity
2	Low	High	Medium	Higher level enforcement; Consider engineering measures – feed into high priority sites assessment; Education/ publicity
3	High: meets or exceeds thresholds for mean speeds only	Low	Low	Low level enforcement; Consider engineering; Use of Matrix signs; Education/ publicity; Temporary VAS (subject to availability of external funding for foundation costs and rotation charges)*
4	Low	Low/ None	NFA	No further action; Temporary VAS (subject to availability of external funding for foundation costs and rotation charges)*

* The Temporary VAS Protocol and sign usage should be monitored regularly and after a suitable period of time, the subject of formal review. This review should include consideration of NYCC's continued ability to fund the signs, their level of utilisation over time and the level of ongoing demand from parishes and local communities.

DATED

**VEHICLE ACTIVATED SIGNAGE
HIRE AGREEMENT**

between

NORTH YORKSHIRE COUNTY COUNCIL

and

PARTY 2

THIS AGREEMENT is dated

2012

PARTIES

- (1) North Yorkshire County Council of County Hall, Northallerton, North Yorkshire, DL7 8AD (**Lessor**).
- (2) [FULL NAME] of [ADDRESS](**Lessee**).

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Commencement Date: the date that the Lessee takes Delivery of the Equipment.

Delivery: the transfer of physical possession of the Equipment to the Lessee at the Site.

Equipment: means the vehicle activated sign with attached pole and attached solar power source, all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.

Payment Schedule: Schedule 1 which sets out the sums payable under this agreement.

Site: [LOCATION].

Rental Period: the period of hire as set out in clause 3.

Total Loss: due to the Lessee's default the Equipment is, in the Lessor's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment, and includes any subordinate legislation for the time being in force made under it.
- 1.8 A reference to **writing** or **written** includes faxes but not e-mail.
- 1.9 References to clauses and schedules are to the clauses and schedules of this agreement. References to paragraphs are to paragraphs of the relevant schedule.
- 1.10 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. EQUIPMENT HIRE

- 2.1 The Lessor shall hire the Equipment to the Lessee for use at the Site for up to 18 weeks during the Rental Period in accordance with Schedule 2 subject to the terms and conditions of this agreement.
- 2.2 The Lessor shall not, other than in the exercise of its rights under this agreement or applicable law, interfere with the Lessee's quiet possession of the Equipment.

3. RENTAL PERIOD

The Rental Period starts on the Commencement Date and shall continue for a period of 12 months unless this agreement is terminated earlier in accordance with its terms.

4. PAYMENTS

- 4.1 The Lessee shall pay all the charges set out in the Payment Schedule to the Lessor by [PAYMENT METHOD].
- 4.2 All payments are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Lessee at the rate and in the manner from time to time prescribed by law.
- 4.3 All payments to be made by either party under this agreement shall be made without withholding or set-off on account of disputes, counterclaims or for any other reason whatsoever.

5. DELIVERY AND INSTALLATION

- 5.1 Delivery of the Equipment shall be made by the Lessor. The Lessor shall use all reasonable endeavours to effect Delivery by the date and time agreed between the parties.
- 5.2 The Lessor shall at the Lessee's expense install and remove the Equipment at the Site in accordance with Schedule 2.

6. TITLE & RISK

- 6.1 The Equipment shall at all times remain the property of the Lessor, and the Lessee shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of this agreement).
- 6.2 The risk of loss, theft, damage or destruction of the Equipment shall at all times remain with the Lessor who shall take out adequate insurance to protect against such risks.
- 6.3 The Lessee shall give immediate written notice to the Lessor in the event of any loss, accident or damage to the Equipment or arising out of or in connection with the Lessee's hire of the Equipment.

7. LESSEE'S RESPONSIBILITIES

- 7.1 The Lessee shall during the term of this agreement:
- (a) ensure that the Equipment is not damaged or altered nor that any components are removed;
 - (b) keep the Lessor fully informed of all material matters relating to the Equipment;
 - (c) keep the Equipment at all times at the Site and shall not move or attempt to move any part of the Equipment to any other location;
 - (d) permit the Lessor or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter upon the Site or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;
 - (e) not use the Equipment for any unlawful purpose;
 - (f) at the end of the Rental Period or on earlier termination of this agreement allow the Lessor or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment; and
 - (g) not do or permit to be done anything which could invalidate the insurances referred to in clause 6.
- 7.2 The Lessee acknowledges that the Lessor shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Lessee or its officers, employees, agents and contractors, and the Lessee undertakes to indemnify the Lessor on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature arising out of or in connection with any negligence of the Lessee or any failure by the Lessee to comply with the terms of this agreement.

7.3 The Lessee shall take out and maintain throughout the Rental Period public liability insurance for the minimum sum of £5 million for each and every claim, act or occurrence or series of claims, acts or occurrences.

8. WARRANTY

8.1 The Lessor warrants that the Equipment shall substantially conform to its specification (as made available by the Lessor), be of satisfactory quality and fit for the purpose held out by the Lessor. The Lessor shall use reasonable endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself during the Rental Period, provided that:

- (a) the Lessee notifies the Lessor of any defect in writing as soon as becoming aware of the defect;
- (b) the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than the Lessor's authorised personnel;

8.2 Insofar as the Equipment comprises or contains equipment or components which were not manufactured or produced by the Lessor, the Lessee shall be entitled only to such warranty or other benefit as the Lessor has received from the manufacturer.

8.3 If the Lessor fails to remedy any material defect in the Equipment in accordance with clause 8.1 within 30 days, the Lessor shall, at the Lessee's request, accept the return of part or all of the Equipment and this agreement shall terminate.

9. LIABILITY

9.1 Without prejudice to clause 9.2, the Lessor's maximum aggregate liability for breach of this agreement (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed the total value of any payments made in accordance the Payment Schedule.

9.2 Nothing in this agreement shall exclude or in any way limit:

- (a) either party's liability for death or personal injury caused by its own negligence;
- (b) either party's liability for fraud or fraudulent misrepresentation; or
- (c) liability for any breach of the terms implied by section 8 of the Supply of Goods (Implied Terms) Act 1973 or any other liability which cannot be excluded by law.

9.3 This agreement sets forth the full extent of the Lessor's obligations and liabilities in respect of the Equipment and its hiring to the Lessee. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on the Lessor except as specifically stated in this agreement. Any condition, warranty or

other term concerning the Equipment which might otherwise be implied into or incorporated within this agreement, whether by statute, common law or otherwise, is expressly excluded.

10. TERMINATION

10.1 The Lessor may, without prejudice to any other right or remedy which may be available to it, terminate this agreement immediately by written notice to the Lessee if:

- (a) the Lessee defaults in any of its payment obligations;
- (b) the Lessee commits a material breach of this agreement which breach is irremediable, or which breach (if remediable) is not remedied within ten (10) Business Days after the service of written notice from the Lessor requiring it to do so;
- (c) the Lessee becomes insolvent.

10.2 This agreement shall automatically terminate if a Total Loss occurs in relation to the Equipment.

10.3 Upon termination of this agreement, however caused:

- (a) the Lessor's consent to the Lessee's possession of the Equipment shall terminate and the Lessor may, by its authorised representatives, without notice, retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located; and
- (b) without prejudice to any other rights or remedies of the Lessee, the Lessee shall pay to the Lessor on demand all sums due but unpaid at the date of such demand;

10.4 Termination of this agreement shall be without prejudice to the rights and obligations of the parties accrued up to the date of termination.

11. FORCE MAJEURE

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

12. CONFIDENTIAL INFORMATION

12.1 Neither party shall, during and after termination of this agreement, without the prior written consent of the other party, use or disclose to any other person any information of the other party which is identified as confidential or which is confidential by its nature other than in accordance with the Freedom of Information Act 2000 or any other lawful demand for disclosure.

13. ASSIGNMENT AND SUBCONTRACTING

- 13.1 Neither party shall, without the prior written consent of the other party, assign, transfer, or deal in any other manner with this agreement.
- 13.2 The Lessor may sub-contract its obligations under this contract to any body without the consent of the Lessee.

14. ENTIRE AGREEMENT AND VARIATION

- 14.1 This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 14.2 Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) shall be for breach of contract.
- 14.3 Nothing in this clause shall limit or exclude any liability for fraud or for fraudulent misrepresentation.
- 14.4 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 15.1 A person who is not a party to this agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999

16. NOTICES

- 16.1 Any notice or other communication required to be given under this agreement, shall be in writing and shall be delivered personally, or sent by pre-paid post or recorded delivery or by commercial courier, to each party required to receive the notice or communication.
- 16.2 Any notice or other communication shall be deemed to have been duly received:
- (a) if delivered personally, when left at the address and for the contact referred to in this clause;
 - (b) if sent by commercial courier, on the date and at the time of signature of the courier's delivery receipt; or
 - (c) if sent by pre-paid post or recorded delivery, 9.00 am on the second Business Day after posting.

17. NO WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor

shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

18. SEVERANCE

18.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

19. GOVERNING LAW AND JURISDICTION

19.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with English law.

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Payment Schedule

The Lessee shall pay for the following:

The installation of the base for the vehicle activated sign. [Price dependant on type of base used]	£300.00 - £400.00
Rotation of Equipment – set up and removal three times	£330

Schedule 2 Rotation Plan

The Equipment shall be installed at the Site during the following periods:

Period	Installation date	Removal date
Period 1		
Period 2		
Period 3		

The Lessor may for any reason amend the Installation and Removal dates by notice to the Lessee.

Signed by a duly authorised
representative of North Yorkshire
County Council

.....
Authorised Signatory

Signed by [NAME]
And [NAME]
for and on behalf of [NAME OF
LESSEE]

.....
Authorised Signatory

.....
Authorised Signatory

Appendix C

PROCESS FOR INSTALLATION OF TEMPORARY VEHICLE ACTIVATED SIGNS

