



Donated Benches: Terms & Conditions

I. General Terms and Conditions

- 1.1 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 that time (50% of the cost for the supply of a replacement bench exc VAT).
- 1.2 The Council will place the donated bench at a location agreed with the donator, all locations are approximate however and the Council will position the donated bench in its final location.
- 1.3 Once donated, the bench becomes the property of the Council who will carry out repairs due to wear and tear or vandalism to either the bench or the plaque (save discolouration due to weather) for the duration of the donation period. This does not include painting, varnishing or staining which can be carried out at an additional cost.
- 1.4 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 re-assign the site to another donator should the original bench be beyond refurbishment.
- 1.5 The Council reserves the right to refuse to accept a donation request or to refuse any request that is deemed inappropriate.
- 1.6 Benches are allocated on a strictly first come first served basis with only one donation/family allowed per bench.
- 1.7 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 have to be moved. The Council will always endeavour to contact the donator beforehand at their last known address. In such circumstances the cost of repositioning a bench, (if such an option is deemed feasible by the Council) will be met by the Council.
- 1.8 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.

2. Benches

- 2.1 The type of bench used at any site is pre-determined by the Council and no variation in the type of bench is permitted. Currently there are a variety of sites and bench types available for donation in Worthing, ranging from sites in the Town Centre which allow for a formal bench through to rural sites which allow for a rustic benches. In Adur there is currently a single design in Parks and Open Spaces and a rustic bench for the Downs.
- 2.2 The range and type of benches allowed on each site, along with a schedule of charges are available from the Council on request. The bench type allocated to a site may be changed by the Council at their discretion.
- 2.3 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.

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, personal signage is not allowed.
- 3.2 The donator shall provide the wording (text only) to be inscribed on the plaque (maximum of 20 words per plaque). The Council reserve the right to determine the size and font of the lettering according to its specification.
- 3.3 Wording on the plaque must not cause offence or infringe copyright law. In such circumstances; the decision of the Council will be final.
- 3.4 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 bench (subject to clause 1.6 above) 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.
- 3.5 It is not possible to purchase a plaque for an existing bench which has not been purchased for donation.

4. Payments/Charges

- 4.1 The cost of the bench will normally include the bench supply and delivery, cost of the plaque, engraving and affixing it to the bench, the cost of installing/ground fixing the bench, a one off maintenance fee.
- 4.2 The fees and charges for donated benches will be revised from time to time and will be provided on request to the Council.
- 4.3 A non-refundable deposit of £250 is payable to the Council before works can commence. Until a deposit is received, the site/location for the bench is not guaranteed.

- 4.4 On installation of a bench, the Council will inform the donator by post and will arrange for an invoice for the balance due approximately 5 days afterwards.
- 4.5 If the balance is not paid following normal attempts to recover outstanding monies, the Council may remove the plaque(s) from the bench and return it to the donator and may instigate proceedings to recover the Council's costs and expenses incurred.

5. Delivery and Installation

- 5.1 The normal period for a bench to be supplied and installed is 4 months from the payment of the deposit. In exceptional circumstances beyond the Council's control (notably supply, weather and ground conditions), the Council may not be able to meet its target. The Council will not be held responsible should this situation arise.

6. Commemoration Tributes

- 6.1 As a Council we recognise that on important dates in the life of a loved one the placing of tributes or memorials is important to the family. However, it is not permitted for permanent tributes to be affixed or placed around the bench.
- 6.2 In order to maintain environmental sensitivity and awareness, the placing of plastic items including flower packaging materials are not permitted. Any plants or other materials left in memory of a loved one will need to be removed from the bench after 2 weeks (14 days). It is the responsibility of the donator to remove the tributes.