

# COMMEMORATIVE SEATS SCHEME TERMS & CONDITIONS

In these terms and conditions the word “Council” means the Council of the District of Rother.

## Seats

1. The period is for ten years starting from the date of installation. After the ten years there is the option to renew the Agreement by way of a new seat or have the existing one refurbished for a further ten year period (subject to condition). Charges will be based on current rates at the time.
2. It is the responsibility of the donor to contact the Council with any change of address, otherwise the last known address will be used. If this proves to be incorrect we are not duty bound to pursue this matter further.
3. The commemorative seat will become the property of the Council and will remain so for the life of the seat.
4. If a further plaque to the seat is required, this is subject to agreement with the Council and the original donation period of ten years will not be extended.
5. The Council, through the use of public funds, will make every effort to maintain the seat in good condition subject to the following:

Should the seat become uneconomical to repair through vandalism the Council may replace it with another seat of a similar standard and transfer the plaque (if any) free of charge

6. The type of seat and its positioning on site will be at the final discretion of the Council.
7. All requests will be treated on a strictly first come first served basis and are subject to a space being available on site.
8. The Council reserves the right to refuse to accept a request or to refuse any inscription request that is deemed inappropriate.
9. The Council shall not be held accountable for any future works or planning alterations/changes to the site(s) or the surrounding areas. In such circumstances the cost of repositioning a seat will be absorbed by the Council.
10. The Council reserves the right to transfer or assign ownership control or management of the Scheme and any contracts in relation at any time.

## Plaques

1. The Council will not be liable for the cost of replacing a plaque if it should become stolen or vandalised. However, the donor may pay for a replacement plaque for which the Council will fix to the seat, this is a chargeable service.
2. If the donor wishes to make changes to the wording after it has been produced or installed the Donor will be responsible for the additional cost. If an error or discrepancy occurs on the part of the Council additional cost will be the responsibility of the Council.

## Payment

1. The monies are to be paid in full when the final agreement is completed and includes purchase, installation and plaque installation/inscription. The Donor will receive an Official Receipt for the monies paid.
2. The total charge for a seat includes the cost of, and installation of seat, plaque and plaque inscription and the estimated annual maintenance and repair cost over a 10 year period.