

Date: XX

Our reference: BCF2016/SHEP

Your reference:

Shenfield Environmental Partnership  
Hawthorn Cottage  
151 Chelmsford Road  
Shenfield  
CM15 8RU

**RE: CONSENT TO INSTALL AND MAINTAIN AN ORNAMENTAL VILLAGE SIGN  
UNDER SECTION 42 OF THE PUBLIC HEALTH ACTS AMENDMENTS ACT 1890**

I am writing to confirm that consent is given by Brentwood Borough Council for the installation and maintenance of an ornamental sign (“the sign”) as shown by a red cross on the attached location plan (“the plan”).

This consent is subject to Shenfield Environmental Partnership complying with the following conditions:

1. The ornamental village sign will have an Oak post approximately 120mm square. The underneath of the sign will be 2.4metres from the ground surface. The post will be set in a concrete surround of a minimum of 600 x 600mm. The ornamental sign is to be erected at the back of the verge adjacent to the footway and approximately 25 metres south west of the steps, in line with 103 and 106 Chelmsford Road, Shenfield.
2. The Sign will be approximately 1.15 metres high x 0.80 metres wide.
3. Shenfield Environmental Partnership is responsible for ensuring that no statutory undertakers’ apparatus is affected by the exercise of this consent.
4. Shenfield Environmental Partnership shall take all responsible precautions to protect the verges, any street lighting, street furniture and drainage systems. If any damage is caused to the highway by the installation and/or maintenance of the sign, it will be made good as soon as reasonably practicable, either by the Highway Authority or Brentwood Borough Council. Responsibility for the cost of making good any damage caused to the highway by the installation and/or

maintenance of the sign, shall remain the responsibility of Shenfield Environmental Partnership.

5. Any works within the highway are to be undertaken by appropriately accredited persons.
6. The New Roads and Street Works Act Coordinator must be notified at least one week prior to any excavation being made in the verge in order that necessary supervision can be arranged. Notification is to include appropriate accreditations and works methodology.
7. Any variation from the approved plans and any future variations or modifications will be subject to prior written approval from Essex County Council.
8. The sign shall not be permitted to obstruct or interfere in any way with, or become a source of danger to, passage along the carriageway.
9. No form of fencing or obstruction or structure to protect the sign other than that agreed by Essex County Council will be permitted within the public highway and Essex County Council, as highway authority, is empowered to take action under Section 143 to remove any structure which is deemed to be a nuisance.
10. Shenfield Environmental Partnership shall, at all times, accept responsibility for all of the sign and shall maintain the sign in, good, sound, healthy and safe repair at all times.
11. Shenfield Environmental Partnership shall make good to Brentwood Borough Council's satisfaction, any damage caused by the highway by the exercise of this consent and indemnify and keep indemnified Brentwood Borough Council from and against any claims, demands or proceedings in any way arising in regard thereto.
12. Shenfield Environmental Partnership shall accept responsibility for, and indemnify and keep Brentwood Borough Council indemnified against, all actions, proceedings, claims for incidental damage, loss or injury caused and other reasons, demands, costs and expenses whatsoever which may be brought or sustained or incurred by Brentwood Borough Council by reason of this consent.
13. Shenfield Environmental Partnership shall effect a public liability insurance policy for an amount not less than £5,000,000 (Five Million Pounds) and it shall maintain this policy in full force and effect for the total period of this consent.
14. Despite this consent, the area of verge housing the sign shall always remain part of the public highway and users of the highway are still entitled to exercise their right of passage over them.
15. Should these terms and conditions not be met, or it is required by the Brentwood Borough Council to do so, Shenfield Environmental Partnership shall at its own expense restore to Brentwood Borough Council's satisfaction that part of the highway affected by this consent.

16. Alternatively, upon any breach of the terms and conditions of this consent, the Highway Authority may decide, and shall be permitted, to remove the sign at the expense of Shenfield Environmental Partnership who shall pay on demand to Brentwood Borough Council the cost of such a removal.

I would be grateful if you could acknowledge this consent on behalf of Shenfield Environmental Partnership by signing and returning to me the enclosed copy of this letter.

Yours faithfully

Kim Anderson

Partnership, Leisure and Funding Manager

I acknowledge receipt of the consent issued to Shenfield Environmental Partnership by Brentwood Borough Council for installation and maintenance of the sign.

Signed .....

Designation .....

Date .....