

Community Speed Indicator Device & Vehicle Activated Sign Guidance



Speed indicator Device (SID)



Vehicle Activated Sign (VAS)

Background

The County Council is no longer able to provide a service installing temporary Speed Indicator Devices (SIDs) on behalf of local communities. However, it does appreciate the value of the devices for communities to help them deal with speeding and road safety concerns. This guidance is aimed at helping local councils understand what they need to do if they want to buy and operate a device for themselves.

SIDs are a type of Vehicle Activated Sign (VAS), and reference to both SIDs and other VAS are included within this guidance, as some communities may want to look at installing a VAS to alert road users to a hazard within their area, such as a bend or junction. These do however tend to be a permanent installation, and their use is restricted to sites with a significant road safety concern. Permanent SID installations can also be considered if there is a significant speed and road safety concern at a site.

As the Highway Authority the County Council must ensure that activities occurring on the highway under its control happen in a safe and managed way. There are legal responsibilities, and a duty of care to road users and installers, which are associated with the placing of such devices on the highway and therefore this cannot be a casual arrangement. There are also risks involved with working near busy roads where the speed of traffic is a concern, requiring the County Council to safely manage such work on the highway. This document sets out the processes to enable a community, through their local council, considering using such devices to do so in conjunction with SCC in a safe and legal manner.

Processes and Information

If there is a recognised concern about speeding traffic locally the starting point is to discuss this with our Traffic Management team, as a SID may not be the most appropriate solution. The team will look at the concern and offer professional advice. The traffic management team can be reached via email trafficmanagement@somerset.gov.uk or call 0300 123 2224.

In some instances, it may be that additional speed enforcement may be also appropriate, and this can be discussed with Avon & Somerset Police who are responsible for this, to see if further enforcement can be prioritised.

A Community Speed Watch scheme may also be worth considering. These are run by the Police. For more information see <https://www.avonandsomerset.police.uk/apply/community-speedwatch/>

If, in consultation with the Traffic Management team, a SID is the most appropriate solution, then the proposed locations for SID use can be assessed by the team, with your help.

For advice about the various SIDs, and other devices permitted to be used in the County please contact the Transport Data team at transportdata@somerset.gov.uk

Once the above has been determined, then we would enter into a memorandum of undertaking with you. This would formally record information on the type of device and the locations agreed for it to be used.

SID Considerations

What type of SID are we allowed?

Any SID used on the highway network must comply with current guidance. The County Council prefers the use of SIDs that display the posted speed limit when activated, and these can be supported by slow Down or Your Speed messages.

However, we are now prepared to accept devices displaying the actual vehicle speed; up to a limit of no more than 10 miles per hour above the actual speed limit. Other options including messages such as 'smiley face, thank you and thumbs up' will also now be accepted, but before acquiring a device please contact us as above to discuss the one being considered.

We are not able to allow the use of AutoSpeedWatch devices, as these are not currently supported by Avon and Somerset Police.

AutoSpeedWatch is a device which automatically records speeding vehicles and was designed as an aid to Community Speed Watch (CSW) schemes.

Who would own the sign?

The Parish/Town Council would need to purchase the device and would therefore own the equipment. However, its use would be limited to those sites previously agreed with SCC.

How much does a SID cost?

Depending on manufacturer between £2.5k and £3.5k (including data collection facility – highly recommended). Parish/Town Councils may decide to 'share' the purchase cost and operation of a SID with adjoining parish/town council(s). They could also pay for a contractor to install the device as long as the installers are trained and appropriately insured. The agreement process allows for this.

Device considerations

Key issues are a guarantee, brackets, batteries, and battery charging. The weight of the device needs considering for manual handling risks to be considered. Also, that the device collects data. Blue-tooth connectivity is also sometimes available.

Installation and removal

To install/remove a SID on the highway (including grass verges and footways) the person must be qualified to Chapter 8 of the Traffic Sign manual signing, lighting and guarding, requirements and accredited to

work on the highway. This training will need to be kept up to date, so may need repeating after a period, check with the training organisation. There may already be a person within your community with these qualifications who may be willing to volunteer to install/remove the SID. It would also be worth ensuring that the installers are aware of the risks of manual handling SID devices.

Is training available and how much does it cost?

There are several suitable training courses available locally. The cost for Chapter 8 training can be between £300-£500 per person.

Who is responsible for any repair to the device?

The Parish/Town Council would be responsible for all repairs as the device is owned by them. Whilst the device is under warranty, faults with it may be covered by the manufacturer.

Does the Parish/Town council need any insurance?

Yes – you will need public liability insurance and employer's liability insurer to cover the installer(s), £5,000,000 is recommended. You are also strongly advised to insure the SID against theft and vandalism. This level of insurance is required as operating on the highway does involve risks, particularly as the locations proposed have been identified by the community as having speeding concerns already with a potential for an increased risk of collisions occurring.

Do installers need to wear specialist clothing – i.e. reflective jackets?

As part of the requirements to work on the highway the installer(s) will need to wear the current standard personal protective equipment (PPE) - i.e. reflective jacket etc. suitable for the speed of the road. The specification for this PPE will be included as part of the Chapter 8 training and is available for purchase at various suppliers.

Can we install our own SID wherever we want and are there any restrictions on installation times?

SIDs can only be installed at locations agreed with SCC and are subject to the current policy restrictions regarding installation periods – i.e. they may only be installed for a maximum of two weeks at any one location and may not be returned to that location within a month of its removal date. Moving the device gives motorists the sense that speeds are being actively monitored in the area, as it would appear in different places and accord with best practice for such equipment. Studies have shown that SIDs are most effective at reducing speeds when used for these short periods.

Can we have additional locations to those we already have?

Yes – additional suitable locations can be agreed with SCC, this would need discussion with the Traffic Management team, and the agreement updated.

What happens to the information/data we collect with our own SID?

The information from the device can generate reports for the parish/town council (check with the manufacturer), it could then be shared with other interested parties (SCC, Police, County Councillors). Unfortunately, we are not currently able to transfer the data into our transport data database.

Can we install a SID at a location permanently?

The installation of any SID's (or other VAS) of a permanent nature would need discussion with the Traffic Engineering Team, the use of such devices are generally only supported where there is a record of injury collisions. Such devices are more complicated and expensive as they often require power and a communications system to monitor them.

Where can SIDs be installed?

The devices can be mounted on posts in the verge on the highway, as agreed with the Traffic Engineering team. Some lighting columns may be approved, but the traffic engineering team would liaise with the

appropriate team within SCC to check this. Other street furniture is unlikely to be supported.

Can the Parish/Town Council install their own posts?

Yes, but not easily. The parish would be required to seek approval and licences from the Highway Authority if the posts are to be installed on the public highway. SCC can install posts as the Highway Authority, but all associated costs would be recharged to the Parish Council. Each new post will currently cost £200.

August 2020 (V4)

Appendix 1 – Example of MoU agreement

(DATED _____ 2020)

SOMERSET COUNTY COUNCIL (1)

- and -

●●●●● (2)

AGREEMENT

relating to Section 72 Road Traffic Regulation Act 1984 for the retention of Speed
Indicator Devices on the public highway



Somerset County Council
The Crescent
Taunton
Somerset
TA1 4DY

AGREEMENT

DATED _____ 2020

BETWEEN:

- (1) **SOMERSET COUNTY COUNCIL** of The Crescent, Taunton, Somerset, TA1 4DY (the "County Council") and
- (2) **THE PARISH OR TOWN COUNCIL NAMED IN SCHEDULE 1** ("Parish/Town Council")

WHEREAS:

- (A) The County Council is by virtue of the Road Traffic Regulation Act 1984 the local traffic authority for the County of Somerset.
- (B) The Parish/Town Council wishes to enter into an Agreement for the purposes of retaining on or near any road, one or more SID (Speed Indicator Device/s) for the purpose of alerting drivers to a hazard associated with inappropriate speed on highways within the Parish/Town Council's area.
- (C) This Agreement is made pursuant to Section 72 of the Road Traffic Regulation Act 1984 and sets out the conditions upon which the County Council grants the Parish/Town Council permissions as permitted under the Regulations for the installation of the SID.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this Agreement:

- 1.1.1 unless the context otherwise requires the following expressions shall have the meanings respectively set opposite thereto:

"Agreement" means this agreement together with any schedules or appendices annexed thereto;

"Approved Location" means a location approved by the County Council in writing following the application of the Council's Assessment Criteria and marked on the Plan;

“Approved SID” means a Speed Indicator Device which fully meets the Council’s assessment criteria and is thereby authorised for installation on the public highway;

“Assessment Criteria” means the criteria for assessing the location and suitability of a SID as issued by the County Council from time to time;

“Plan” means the plan annexed hereto at Schedule 2 showing for the purposes of identification the location of the Approved SID;

1.2 In this Agreement where the context so admits

1.2.1 words denoting the singular shall include the plural and vice versa words denoting the masculine gender shall include the feminine gender and vice versa.

1.2.2 reference to any statutory provisions shall be deemed unless the context otherwise requires to include reference to any such provisions as from time to time amended varied replaced extended or re-enacted and any orders or regulations under such provisions.

1.2.3 reference to Clauses or Schedules shall be deemed to be references to a Clause or a Schedule to this Agreement and references to a sub-Clause shall be deemed to be references to a sub-Clause of the Clause in which the reference appears.

1.2.4 In this Agreement headings are included for ease of reference only and shall not affect this Agreement or the interpretation thereof.

2. SID (Speed Indicator Device) installation

2.1 The Parish/Town Council shall only purchase a Device of a type and design approved in writing by the County Council.

2.2 The Device shall be installed at the Approved Locations by the Parish/Town Council as authorised in this agreement by an officer of the County Council.

2.3 The Parish/Town Council shall not at any time attempt to access move or alter any apparatus to which the Device is affixed.

2.4 The Parish/Town Council shall be responsible for the cost of repairing and maintaining the Device in accordance with any instructions issued from time to time by the County Council.

- 2.5 If at any time the Device becomes a nuisance or danger to users of the highway or to any other person including adjoining landowners, the County Council retains the right to remove it forthwith.
- 2.6 The Parish/Town Council shall not move, re-position or re-locate the Device outside of the approved locations without the prior written permission of the County Council.
- 2.7 The Parish/Town Council hereby indemnifies to the maximum extent permissible by law the County Council against any action, loss, cost, claim or proceeding arising from the installation, operation or maintenance of the Device except where such action, loss, cost, claim or proceeding arises from the County Council's negligence.
- 2.8 The Parish/Town Council shall throughout the term of this agreement at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the following levels of cover:
- 2.8.1 public liability insurance with a limit of indemnity of not less than £5,000,000 in relation to any one claim or series of claims;
- 2.8.2 professional indemnity insurance with a limit of indemnity of not less than £2,000,000 in relation to any one claim or series of claims and shall ensure that all professional consultants or sub-contractors involved in the deployment of the Device hold and maintain appropriate cover if so specified in Schedule 1 hereto.

3. Device Maintenance/Removal

- 3.1 The Parish/Town Council shall ensure that any operations involved in the use or maintenance of the Device comply with health and safety procedures.
- 3.2 The Parish/Town Council shall ensure the appropriate training, health and safety of any employee, volunteer or contractor engaged on its behalf to carry out any works or operations under this Agreement.
- 3.3 The Device shall remain the sole responsibility of the Parish/Town Council and the County Council shall not accept responsibility for any damage to the Device or interference with such however caused.

4. Termination

- 4.1 The Agreement shall be terminable without fault by either party upon three months written notice being given by one party to the other at the addresses either recorded in this Agreement or as otherwise notified in writing by one party to the other.

- 4.2 The County Council may terminate this Agreement without notice if:
 - 4.2.1 The Parish/Town Council fails to comply with any of the conditions specified in the Agreement.
 - 4.2.2 The Parish/Town Council ceases to use or has abandoned the Device or intends to do so.
 - 4.2.3 The County Council as Highway Authority considers the withdrawal necessary for the purpose of the exercise of their powers and duties as Highway Authority.
- 4.3 When the Agreement terminates the County Council may:
 - 4.3.1 Remove the Device and reinstate the highway and recover from the Parish/Town Council the expenses incurred in so doing; or
 - 4.3.2 If satisfied that the Parish/Town Council can, within such reasonable time as the County Council may specify, authorise the Parish/Town Council at the Parish/Town Council's expense to remove the Device and reinstate the highway.
 - 4.3.3 All notices in connection with this Agreement shall be served upon the addressees of the recipient cited at the commencement of this Agreement or such other location as is notified by the receiving party for the purpose.

5. General

- 5.1 Nothing in this Agreement shall be interpreted as constituting a partnership or any agency between the County Council and the Parish/Town Council.
- 5.2 This Agreement is made and shall be construed under the Laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England.

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

Signed for and on behalf of)
SOMERSET COUNTY COUNCIL)
)
Name of authorised signatory)

Signed for and on behalf of)
[PARISH/TOWN COUNCIL])
)
Name of authorised signatory)

SCHEDULE 1

1.1 AGREEMENT DETAILS

1.2	Parish/Town Council Name:	
	Parish/Town Council postal address:	
	Name and address of Chair:	
	Name and address of Vice Chair (if applicable)	
	Name and address of Clerk	

CLAUSE ACTIVATION

Does Clause 2.8.2 apply to this Agreement?	YES	NO
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SCHEDULE 2

Plans

SCHEDULE 3

Device details