

Liskeard & District Museum

Loans-in Terms and Conditions

WHO

1. The Borrower is Liskeard Town Council, the authority and body owning Liskeard & District Museum.
2. The Lender declares that they are the absolute legal owner of the Loan with full powers to agree the Loan. They furthermore declare that no portion of the Loan was acquired by illegal or unethical means, which may compromise the Borrower.
3. The Lender agrees to inform the Borrower of any change of address or contact details.
4. The Lender agrees to inform the Borrower of any change of ownership of the Loan within a seven-day period. This Agreement is binding on all heirs and successors to the title of the Loan item(s). Any new owner will be required to establish proof of ownership, prior to any return of the Loan item(s).

DURATION OF LOAN AND ACCESS

5. The loan is for a fixed period with annual confirmation required to ensure satisfaction and up to date contact between the Lender and Borrower. The Loan may be extended by mutual consent at the end of the loan period.
6. During the period of the loan agreement, the Lender may temporarily remove the Loan item(s) if written consent from the Borrower is given. The Borrower's responsibility and liability for the Loan item(s) cease to exist during this period and insurance cover or associated costs will be the responsibility of the Lender.
7. The Lender may have reasonable access to the Loan item(s) at the Museum upon providing reasonable advanced notice. Any damage caused to the Loan item(s) during the Lender's visit will be the responsibility of the Lender.
8. The Borrower acknowledges the right of the Lender to withdraw the Loan item(s) permanently, having given reasonable written notice (a minimum of one month) to that effect. The Borrower may likewise terminate the Loan Agreement giving at least one month's written notice of intent.
9. Upon termination of this Agreement, for any reason, the Lender shall be responsible for collecting the Loan within a seven-day period and paying for any packing or transportation costs this may incur, unless otherwise agreed.
10. At the expiration of the Agreement the Lender will be contacted in order to decide whether the Loan will be renewed or if the Loan item(s) are to be returned to the Lender. This contact will be in the form of a written letter, sent to the last known address. If after one month no reply is received, a recorded delivery letter will be sent. If this is returned, the Borrower will take reasonable steps to trace the Lender. If such action is unsuccessful the Borrower will, after six months from the date of the recorded delivery letter, deem that the Lender has made an unrestricted gift of the Loan item(s) to the Borrower. The Borrower then reserves the right to accession the item into its permanent collection or dispose of it as it sees fit. If so decided by the Borrower, any legal or other fees relating to reestablishment of contact shall be payable by the Lender.
11. Objects will not be lent to a third party without the prior permission of the Lender.

COSTS

12. The Lender will meet any reasonable cost of packing or transport to and from the Museum's premises at the beginning and end of the loan period unless otherwise agreed.

LOAN OBJECT(S)

13. The Loan item(s) must be in suitable physical condition for loaning, as agreed by both parties. A condition report on the Loan item will be agreed between both parties on its arrival at the museum premises and again at the end of the Loan period. In the case of loans with private individuals, the Borrower may carry out the condition report on the Lender's behalf, which will require the Lender's countersignature.
14. The Lender will notify the Borrower of any specific environmental, handling or display requirements of the item(s) before the Loan begins.
15. If more than one item is loaned the Lender will provide a full list of the Loan item(s), which will be checked at the time of arrival at the museum premises. An object entry form acts as first receipt when the item(s) enter the Borrower's care and must be signed by both parties at this stage and again at the end of the Loan period to show the item(s) have been successfully returned to the Lender.
16. The Loan item(s) will be housed at Liskeard & District Museum on display or stored at the Borrower's discretion. The Loan item(s) will not be removed from any of the Borrower's premises except in an emergency, or with the express written permission of the owner.

CARE

17. The Borrower shall at all times take the same care and precautions for the protection of the Loan item(s) during the duration of this Agreement and whilst in its custody as it does for items in its permanent collection. Dusting and other light cleaning only may be carried out if appropriate. Any further cleaning or treatment will only be carried out with the Lender's written consent and at their own cost if appropriate.

18. The Loan will be monitored while in the Borrower's care and the Lender will be notified of any loss or damage. The Borrower may take necessary emergency remedial action to protect the object from further damage/danger. No subsequent repair or restoration will be undertaken without written permission from the lender.
19. Any method of repair or restoration will be agreed in writing between the Borrower and the Lender.
20. For Loan item(s) to remain in the Borrower's care, any remedial or preventative conservation work should meet acceptable museum practice standards. If the Lender is not in agreement with conservation work proposed by the Borrower, or the Lender authorises work that does not meet acceptable museum practice standards, the Borrower shall have the right to end the loan with immediate effect and return the object to the Lender, at the Lender's cost.
21. The Lender will become liable to reimburse the Borrower for the full costs of any work preparatory to the display of the object/s and any conservation work done at the Borrower's expense if the loan is terminated by the Lender prior to the expiry of the loan period.
22. The Borrower does not accept liability for natural deterioration of the Loan item(s) and if cause of any deterioration is in doubt, an independent conservation opinion can be obtained at the Lender's expense.

VALUATION AND INSURANCE

23. The Borrower shall insure the Loan item(s) against all risks according to the valuation supplied by the Lender, as long as it remains in its care. If it appears to the Borrower that the suggested value is unreasonably high, the Borrower may request a second opinion by an independent valuer, agreed by the parties, whose valuation shall be binding and shall be the revised insurance figure. The Lender will be responsible for informing the Borrower of any revision to this valuation during the course of the Loan, which must be agreed by the Borrower.

DISPLAY

24. The Borrower cannot guarantee to display items lent to it.
25. The Borrower will have absolute discretion on all matters of display and/or study or research access, including the location within public galleries, the method by which the material is displayed, the content of any accompanying text and the choice of any photographs, unless specifically agreed otherwise with the Lender.
26. The Borrower will not operate the loaned item(s) without the prior written consent of the Lender.

PHOTOGRAPHY AND COPYRIGHT

27. The Lender acknowledges the right of the Borrower to photograph the Loan item(s) unless otherwise agreed. The Borrower may also make available photographs of the Loan (items) and information about the Loan, subject to further permission from rights holders as required, for the purposes of display, website use, education, publicity, marketing and publications.
28. The Lender acknowledges the right of the Borrower to allow members of the public to photograph the Loan item(s) for their non-commercial research and private study purposes only. In all cases, the Borrower takes full responsibility to ensure that these restrictions are communicated to the public at all times by the inclusion of suitably worded notices.
29. The Lender acknowledges the right of the Borrower to allow members of the Press and Media to photograph the Loan item(s) for current news reporting and criticism and review purposes.
30. All photographs taken by the Borrower for the purposes as noted in clause 27 above remain the copyright of the Borrower.

INDEMNITY

31. The Borrower shall be liable for and shall indemnify the Lender fully against all actions costs claims demands expenses losses and liability whatsoever without limitation howsoever arising under any Statute or at Common Law in respect of any loss, damage, injury or death whether of direct, indirect, special, incidental or consequential nature which arises due to the neglect or default of the Borrower whether wilful or otherwise or which arises out of the failure to execute in whole or in part or breach of any obligations under this Agreement except insofar as such damage or injury shall be due to the negligence or breaches of this Agreement by the Lender.
32. The Lender shall be liable for and shall indemnify the Borrower against all actions, costs, claims, demands, expenses, losses, proceedings and liability whatsoever without limitation howsoever arising under any Statute or at Common Law in respect of any loss, damage, injury or death which arises due to the neglect of the Lender whether wilful or otherwise except insofar as such damage or injury shall be due to the negligence or breaches of this Agreement.

THE AGREEMENT

33. This agreement will be deemed void if any condition is broken and the Loan item(s) may be returned to the Lender immediately.
34. Any dispute between the parties to this Agreement on any matters arising out of this Agreement shall be referred to by either party for determination by a single arbitrator under the provisions of the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof such arbitrator to be appointed by agreement between the parties or in default of agreement within twenty-eight days by the Chartered Institute of Arbitrators.
35. Neither party shall assign or otherwise transfer any rights or obligations under this Agreement without the prior and written consent of the other party.
36. The validity, construction and performance of this Agreement shall be governed by English Law.

37. This Agreement may be executed in two counterparts each of which shall be deemed an original but both counterparts shall together constitute one and the same Agreement.

DATA PROTECTION

38. The Borrower (Liskeard Town Council) is registered with the Information Commissioners Office and will keep any personal details in accordance with the General Data Protection Regulation and the Data Protection Act 2018.

DRAFT

Date approved by governing body (Liskeard Town Council)

Signed on behalf of Liskeard Town Council

Position