

Liskeard & District Museum

Loans-out Terms and Conditions

WHO

1. The Lender 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 knowingly by illegal or unethical means.
3. The Borrower agrees to inform the Lender of any change of address or contact details.

DURATION OF LOAN

4. The loan is for a fixed period.
5. The Borrower acknowledges the right of the Lender to withdraw the Loan item(s) permanently, having given reasonable written notice (a minimum of one week) to that effect. The Borrower may likewise terminate the Loan Agreement immediately by returning the loaned object to the Museum.
6. Upon termination of this Agreement by the Museum, for any reason, the Borrower shall be responsible for returning the Loan within a seven-day period and paying for any transportation costs this may incur, unless otherwise agreed.
7. Objects will not be lent on to a third party.

COSTS

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

LOAN OBJECT(S)

9. The Loan item(s) must be in suitable physical condition for loaning. A condition report on the Loan item will be agreed between both parties at the start of the loan period and again at the end.
10. The Lender will notify the Borrower of any specific environmental, handling or display requirements of the item(s) before the Loan begins.
11. If more than one item is loaned the Lender will provide a full list of the Loan item(s).
12. The Loan item(s) will be displayed at the agreed location and no-where else without written permission from the Lender.

CARE

13. The Borrower shall at all times take full responsibility for the care and protection of the Loan item(s) for the duration of this Agreement.
14. The Loan object is not to be removed from the locked container provided by the Museum.
15. The Borrower will immediately notify the Lender of any loss or damage. The Borrower may take necessary emergency remedial action to protect the object from further damage/danger.

VALUATION AND INSURANCE

16. The Borrower shall insure the Loan item(s) against all risks according to the valuation supplied by the Lender, for the period of the loan unless agreed otherwise.

DISPLAY

17. The Borrower agrees to display the Loan object in the locked portable case as provided by the Museum and to adhere to any **Special Conditions of Loan** stated on the Loan Agreement.

PHOTOGRAPHY AND COPYRIGHT

18. The Borrower may photograph the Loan item(s) for their own personal research but not for commercial purposes unless otherwise agreed.
19. If the Lender agrees that the Borrower may take photographs or allow photographs to be taken, the following acknowledgement must be used: "With kind permission of Liskeard & District Museum".

INDEMNITY

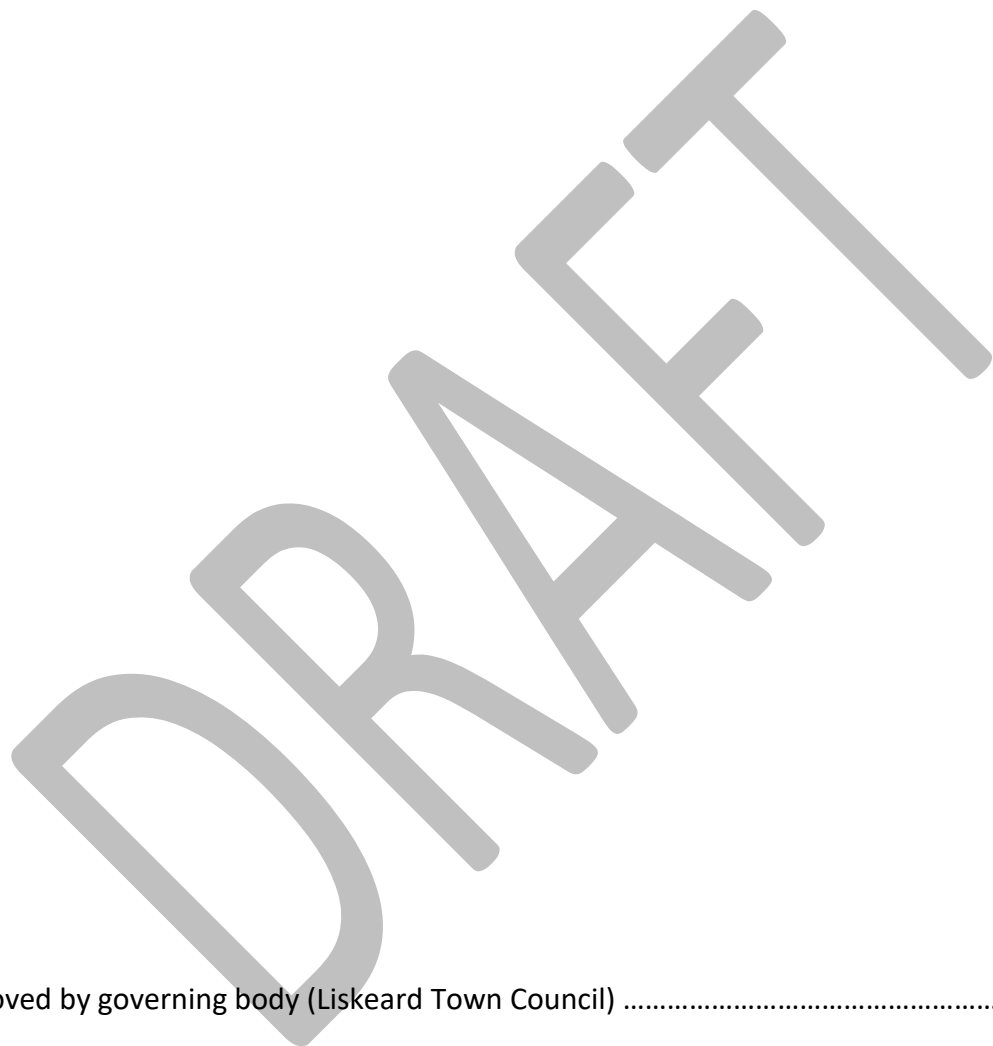
20. The Borrower shall be liable for and shall indemnify the Lender fully against all actions costs claims demands expenses losses and liability whatsoever without limitation howsoever arising under any Statute or at Common Law in respect of any loss, damage, injury or death whether of direct, indirect, 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.
21. 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 by the Borrower.

THE AGREEMENT

- 22. This agreement will be deemed void if any condition is broken and the Loan item(s) may be returned to the Lender immediately.
- 23. 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.
- 24. Neither party shall assign or otherwise transfer any rights or obligations under this Agreement without the prior and written consent of the other party.
- 25. The validity, construction and performance of this Agreement shall be governed by English Law.
- 26. 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

- 27. 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.



Date approved by governing body (Liskeard Town Council)

Signed on behalf of Liskeard Town Council

Position