

LOAN AGREEMENT number:

The Boys' Brigade Archive Trust Carronvale House Carronvale Road Larbert Stirlingshire FK53LH 	Loan start date:	Loan end date:
	Name of Borrower:  Premises that loaned item(s) will be kept at:	
Contact at lending institution	Name:  Telephone:  Email:	
Contact at borrowing institution	Name:  Telephone:  Email:	
Details of item to be borrowed:	Identity no.:	Value:
Special conditions of loan:		
The form of acknowledgement of the Lender as given on labels, publicity etc. will be as follows:  <b>On Loan from The Boys' Brigade Archive Trust – <a href="http://www.theBBmuseum.org">www.theBBmuseum.org</a></b>		
The Lender agrees that s/he has full authority and power to enter into this agreement, to loan the item(s) described, as per the conditions specified herein:  Name:  Signed:  Date:		
The Borrower as detailed above, agrees to borrow the item(s) described, and accepts the conditions specified herein:  Name:  Signed:  Date:		

## **Agreement for Loan by The Boys' Brigade Archive Trust**

The Lender agrees to lend without charge the items on the attached schedule, bearing the same loan number, and the Borrower agrees to accept the loan on the following conditions:

### **Duration of the Loan**

2. The loan is for a fixed period of 2 years, or as stipulated in the Loan in agreement documentation. The loan may be extended by mutual consent at the end of the loan period.

### **Costs**

3. The Borrower will meet any reasonable cost of packing or transport to and from the designated premises of The Boys' Brigade Archive Trust, at the beginning and end of the loan period unless otherwise agreed.

### **Care**

4. The Loan item(s) must be in suitable physical condition for loaning. This will be agreed by both parties at the start of the loan period. A condition report may be supplied by the Lender, which will be checked and countersigned by the Borrower both on its arrival at the museum premises and again at the end of the Loan period.

5. The Lender will notify the Borrower of any specific environmental, handling, security or display requirements for the Loan item(s) before the Loan begins.

6. 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.

7. The Loan item(s) will be housed 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.

8. During the period of the loan agreement, the Lender may temporarily remove Loan item(s) if written consent from the Borrower is given. The Borrower's responsibility and liability for any Loan items cease to exist during this period and insurance cover or associated costs will be the responsibility of the Lender.

9. 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.

10. 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, restoration or conservation will be undertaken without written permission from the lender.

11. Any method of repair, restoration or conservation will be agreed in writing between the Borrower and the Lender. All conservation expenditure will be agreed with the Lender before any work is undertaken or contracted.

12. For the 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 on any individual item 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 of that item with immediate effect and return the object to the Lender, at the Lender's cost.

### **Valuation and Insurance**

13. A valuation for the Loan item(s) will be agreed by the Borrower and the Lender at the start of the loan period. If the Borrower and the Lender cannot agree a valuation, an independent valuer should provide one, the cost of the valuation to be met by Lender.

14. The Borrower shall insure the Loan item(s) against all risks according to the agreed valuation, as long as it remains in its care.

15. The Borrower does not accept liability for natural deterioration of any Loan item(s) and if cause of any deterioration is in doubt, an independent conservation opinion can be obtained at the Borrowers expense.

16. The Lender may have reasonable access to any Loan item(s) upon providing reasonable advanced notice. Any damage caused to any Loan item(s) during the Lender's visit will be the responsibility of the Lender.

### **Display**

17. The Borrower cannot guarantee to display items lent to it.

18. The Borrower will have absolute discretion on all matters of display and/or study or research access, including the location within the 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.

### **Crediting**

19. The Borrower will not operate Loan item(s) without the prior written consent of the Lender.

20. The Lender will be acknowledged in all reproductions of any the Loan items and exhibition labels, if appropriate, unless the Borrower is informed otherwise. Any third parties who have contributed to the acquisition of the item will also be acknowledged, for example, benefactors, trusts, sponsors, grant bodies.

21. Lender's credit line which shall legible at an accessible viewing distance::

**On Loan from The Boys' Brigade Archive Trust – [www.theBBmuseum.org](http://www.theBBmuseum.org)**

### **Photography**

22. The Lender acknowledges the right of the Borrower to photograph Loan items unless otherwise agreed. The Borrower may also make available photographs of Loan items and information about the Loan item(s), subject to further permissions, consents and releases from rights holders and any other third parties as required, for the purposes of the Borrower's collections management, display, website and intranet use, education, publicity, marketing and publications, as well the non-commercial uses of any of its sponsors. The Borrower shall acknowledge the source of the loan item(s) in all digital a print publicity.

23. The Lender acknowledges the right of the Borrower to allow members of the public to photograph Loan items for their non-commercial research or 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.

24. The Lender acknowledges the right of the Borrower to allow members of the Press and Media to photograph Loan items for current news reporting, criticism and review purposes only.

25. Any photographs taken by the Borrower for the purposes as noted in clause 22. above remain the copyright of the Borrower..

### **Third Parties**

26. Objects will not be lent to a third party without the prior permission of the Lender.

### **Termination**

27. The Borrower acknowledges the right of the Lender to end the Loan Agreement, having given reasonable written notice (a minimum of 30 days) to that effect. The Borrower may likewise terminate the Loan Agreement giving at least 30 days written notice of intent.

28. Upon termination of this Agreement, for any reason, the Borrower shall be responsible for returning the Loan within a seven-day period and paying for any packing or transportation costs this may incur, unless otherwise agreed.

29. 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 collection will be returned to the Lender.

### **The Agreement**

32. 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.

34. This agreement will be deemed void if any condition is broken and the Loan collection may be returned to the Lender immediately.

35. The Borrower is registered under the Data Protection Act 1998 and will keep any personal details in accordance with this act.

36. 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.

37. Neither party shall assign or otherwise transfer any rights or obligations under this Agreement without the prior and written consent of the other party.

38. The validity, construction and performance of this Agreement shall be governed by English Law.