The Lace Guild Golden Anniversary Cape
Conditions of Loan

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- The Borrower will complete a Golden Anniversary Cape Booking Form.
- The Cape is to be insured by the borrower to the level of the Insurance value, which is £3,000.
- The Lace Guild will pack the Golden Anniversary Cape to be protected and suitably supported for transport. The borrower should note carefully how the Cape has been packed, retain the packing and repack the Cape, with due care and attention for its return, using the original packing materials.
- The Lace Guild will provide padded supports for transport of the Cape, and which the Borrower should use to pad out the mannequin they use when mounting the Cape for display.
- The Borrower will provide a suitable mannequin on which to display the Cape.
- The Lace Guild must be informed immediately of any accident or damage.
- The Borrower may take photographs, for which no fee will be payable, provided that the owner and lender are credited using the wording given in “form of acknowledgement” below.

The form of acknowledgement of The Lace Guild as given on labels, publicity etc. will be as follows:

On loan by kind permission from The Lace Guild.

The Borrower agrees that s/he has full authority and power to enter into this agreement, to borrow the Golden Anniversary Cape from The Lace Guild, having read and accepted the terms and conditions below:

Name (please print):

Signed: Dated:

The Lace Guild confirms that they have undisputed title to the Golden Anniversary Cape, and agrees to lend it, in accordance with the terms and conditions specified herein:

Name (please print):

Signed: Dated:

Terms and Conditions

The Legal Owner of the Golden Anniversary Cape is The Lace Guild CIO, hereinafter referred to as The Lace Guild.
The Terms and Conditions protect the Borrower, the item being borrowed and The Lace Guild.
The Lace Guild agrees to lend without charge, to the Borrower, the Golden Anniversary Cape and the Borrower agrees to accept the loan on the following conditions:

Legal Ownership of the Loan

1. The Lace Guild declares that they are the absolute legal owner of the Cape with full powers to agree the Loan.

Duration of the Loan

2. The Loan will be for a fixed period, usually 1 week from Wednesday to Wednesday, this being the period of exhibition/display plus time required for transport, preparation, installation, de-installation, packing and return transport. Delivery and collection must be arranged for a time during Wednesday office working hours (9.30am-3.30pm)

Costs

3. The Borrower will bear all direct costs (if required) of borrowing including, cost of transport, photography, and insurance. In addition, the Borrower will need to cover any costs arising from dealing with insurable incidents such as travel, legal fees, consultants' fees as well as from any emergency interventive work, which may be required during the period of the loan.
4. The Lace Guild wishes to encourage public access to its work and therefore will not charge a loan fee for lending the Golden Anniversary Cape for public exhibition and/or study.
5. The Lace Guild will work with the Borrower to ensure costs are kept at a minimum for all parties.

Care

6. A condition report in the form of a photographic record will be supplied by the Lace Guild, which will be checked and countersigned by the Borrower both on its arrival at the venue and again at the end of the Loan period.
7. The Borrower shall at all times take appropriate care and precautions for the protection of the Golden Anniversary Cape for the duration of this Agreement and whilst in its custody.
8. The Loan will be monitored while in the Borrower's care and The Lace Guild will be immediately notified of any loss or damage in writing. The Borrower must seek The Lace Guild's written permission before any interventive work is carried out either to the Cape or to any accompanying part of it, e.g. an attached piece of lace, or a portion of the mount.

Email: hollies@laceguild.org
www.laceguild.org

The Lace Guild CIO Charity Registration No 1195559
Museum Registration No RD1950
VAT Registration No 342 9046 61

ACCREDITED MUSEUM

The Hollies
53 Audnam
Stourbridge
West Midlands
DY8 4AE
Tel: (01384) 390739

Insurance

9. The Borrower will be responsible for insuring The Golden Cape against all risks and will be required to provide proof of cover two weeks prior to transport of the Cape. If the terms and conditions of insurance coverage are not adequate, the Museum will approach a reputable commercial insurer to provide coverage. Costs for this coverage will be borne by the Borrower.

Display

10. The Lace Guild will be informed by the Borrower of how and where it is intended the Cape should be displayed.

Photography

11. If the Borrower wishes to take photographs or make other reproductions of the Golden Anniversary Cape for commercial purposes, the Borrower must first have written permission of The Lace Guild. A fee may be payable. Photography by members of the public for non-commercial purposes, and by the Borrower for the purpose of managing the Cape whilst it is on loan, is permitted within the limits of the relevant legislation.

Third Parties

12. The Golden Anniversary Cape will not be lent to a third party without the prior permission of The Lace Guild.

Termination

13. The Lace Guild or the Borrower may terminate the loan with a minimum of one month's notice in writing.
14. In the event the Borrower does not comply with the Terms and Conditions of the loan, the loan may be terminated immediately.

Accountability and Responsibility

15. The Golden Anniversary Cape loan will be recorded by a simple loan agreement setting out the obligations and responsibilities of each party (the conditions of loan), agreed by both sides and without opportunity for ambiguity and contradiction.
16. The Borrower is responsible for The Golden Anniversary Cape at the point at which its representatives start to handle it. This point of responsibility will begin when one of the following occurs:
    a. The Cape arrives at the Borrower's premises having been moved by a Lace Guild vehicle; Or
    b. The Cape has been loaded on either the Borrower's vehicle or the vehicle of the shipping company contracted by the Borrower.

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17. At the time responsibility begins, the Borrower or the Borrower's contracted shippers, must sign The Lace Guild's borrower's receipt
18. The Borrower's responsibility for the Cape will cease when one of the following begins:
    a. The Cape is loaded onto a Lace Guild vehicle for return; or
    b. The Cape is unloaded at The Lace Guild from either the Borrower's vehicle or the vehicle of the shipping company contracted by the Borrower and condition checked by the Borrower in the presence of a member of Lace Guild staff, Trustee or other authorised representative of The Lace Guild.
19. At the time the Borrower's responsibility ends, a Lace Guild representative will sign a copy of the borrower's receipt to confirm the Cape has been returned.
20. The Borrower shall be liable for and shall indemnify the Museum 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 Borrower whether wilful or otherwise except insofar as such damage or injury shall be due to the negligence or breaches of this Agreement.
21. This agreement will be deemed void if any condition is broken and the Cape may be returned to the Lace Guild immediately.
22. The Lace Guild is registered under the Data Protection Act 1998 and will keep any personal details in accordance with this act.
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.

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