

**DATED \_\_\_\_\_ 2012**

**(1) BLACKPOOL BOROUGH COUNCIL**

**and**

**(2) THE STOWE HOUSE PRESERVATION TRUST**

**AGREEMENT**

**relating to loan of Stanley Park Lion Monuments**



**CHRISTINE BAINES**

**Head of Legal Services**

**Town Hall**

**Blackpool**

**BORROWER: STOWE HOUSE PRESERVATION TRUST**

Address: Stowe School, Buckingham, Bucks, MK18 5 EH

Tel: 01280 818226

Fax: 01280 818181

Email: [nmorris@stowe.co.uk](mailto:nmorris@stowe.co.uk)

The above named Borrower accepts the loan of the Monuments listed overleaf upon the terms and subject to the conditions set out overleaf.

**Signed by and on behalf of the Borrower:**

Name: Nick Morris

Official title: Chief Executive, Stowe House Preservation Trust

Date:

**Signed by and on behalf of the Blackpool Borough Council:**

Name:

Official title:

Date:

## TERMS AND CONDITIONS

### Definitions

Where any of the following expressions are used in this Agreement they shall have the following meanings

|                        |   |
|------------------------|---|
| 'the Borrower'         | The Stowe House Preservation Trust;   |
| 'the Borrower's Venue' | Stowe House, Stowe, Buckingham, MK18 5EH;   |
| 'the Council'          | Blackpool Borough Council;  |
| 'the Courier'          | a member of the Council's staff or person of another institution nominated by the Council;  |
| 'the Period of Loan'   | 50 years from [ ] including the period necessary to collect from the Council and return to the Council;   |
| 'the Monuments'        | The Stanley Park Lions;   |
| 'the Plinths'          | The replacement plinths for displaying the Replicas to be installed at Stanley Park   |
| 'the Previous Venue'   | Stanley Park, West Park Drive, Blackpool, FY3 9HU   |
| 'the Replicas'         | the exact replicas of the Monuments   |
| 'the Schedule'         | the attached Condition Report and recommendations for treatment and replication of the two eighteenth-century lions by John Cheere produced for the World Monuments Fund, Britain by Rupert Harris Conservation Conservators of fine metalwork , historic and modern sculpture, August 2011 |

1. **The Borrower shall exercise the highest professional degree of care in the safeguarding of the Monuments lent by the Council, including but not limited to the following:**
  
2. **Borrower's general covenants**  
The Borrower:
  - 2.1 shall not sell, assign, pledge or otherwise encumber the Monuments or any interests therein;
  - 2.2 shall arrange for the removal of the Monuments from the Previous Venue and their transportation to the Borrower's Venue;
  - 2.3 shall arrange for the full restoration of the Monuments in accordance with the specification in the Schedule;
  - 2.4 shall be responsible for the storage of the Monuments;
  - 2.5 shall be responsible for the installation of the restored Monuments on the South Front of the Borrower's Venue or such other location as the Council may previously approve in writing;
  - 2.6 shall be responsible for the commissioning of the Replicas in accordance with the specification in the Schedule
  - 2.7 shall be responsible for the supply and fitting of the Plinths in accordance with the specification in the Schedule

- 2.8 unless it is necessary in an emergency to protect the Monuments from damage, it shall not remove the Monuments from the South Front of the Borrower's Venue or carry out any cleaning, restoration, conservation or any other alteration in any way unless previously agreed in writing by the Council or in accordance with the terms and conditions of this Agreement;
- 2.9 shall not remove or allow to be removed the Monuments from the Borrower's Venue at any time except for the purposes of returning them to the Council or transporting them to a venue stipulated by the Council in accordance with the terms of this Agreement and in the event of an emergency and shall ensure that the Monuments remain at all times within the Borrower's possession and control;
- 2.10 shall immediately notify the Council by telephone and in writing of any unusual environmental conditions;
- 2.11 shall immediately notify the Council of any theft or breach of security during the Period of Loan even if the Monuments are not directly affected;
- 2.12 shall immediately notify the Council by telephone and in writing of any loss or theft of or damage to any of the Monuments and shall notify the indemnity or insurance provider immediately of such damage or loss.

### **3. Council's general covenants**

#### The Council

- 3.1 shall not assign, pledge or otherwise encumber the Replicas or Plinths or any interests therein;
- 3.2 shall not be responsible for the storage of the Replicas and Plinths if required;
- 3.3 unless it is necessary in an emergency to protect the Replicas from damage, it shall not remove the Replicas from the Previous Venue or carry out any cleaning, restoration, conservation or any other alteration in any way unless previously agreed in writing by the Borrower or in accordance with the terms and conditions of this Agreement
- 3.4 shall not remove or allow to be removed the Replicas or Plinths from the Previous Venue at any time except for the purposes of returning them to the Borrower or transporting them to a venue stipulated by the Borrower in accordance with the terms of this Agreement and in the event of an emergency and shall ensure that the Replicas remain at all times within the Council's possession and control;
- 3.5 shall immediately notify the Borrower of any theft or breach of security during the Period of loan even if the Replicas or Plinths are not directly affected;
- 3.6 shall immediately notify the Borrower of any theft or breach of security during the Period of Loan even if the Replicas or Plinths are not directly affected;
- 3.7 shall immediately notify the Borrower by telephone and in writing of any loss or theft of or damage to any of the Replicas or Plinths and shall notify the indemnity or insurance provider immediately of such damage or loss

**4. Costs**

The Borrower shall be responsible for paying all the costs incurred by the Borrower and the Council in connection with the loan of the Monuments including (without limitation):

- 4.1 any insurance premiums or increase in existing premiums payable in respect of the Monuments by virtue of this Agreement;
- 4.2 all costs relating to the preparation of the Monuments for moving;
- 4.3 all costs relating to the removal of the Monuments;
- 4.4 all costs relating to the packing of the Monuments;
- 4.5 all transport, shipping and related costs incurred in transporting the Monuments from the Previous Venue to the Borrower's Venue and their return to the Council, or from the Previous Venue to the Borrower's Venue, or from the Borrower's Venue to a venue stipulated by the Council
- 4.6 all costs relating to the commissioning, creation and installation of the Replicas and Plinths;
- 4.7 all transport, shipping and related costs incurred in transporting the Replicas to the Previous Venue from the premises of the Borrower's appointed contractor.
- 4.8 all transport, shipping and related costs incurred in transporting the replacement plinths to the Previous Venue from the premises of the Borrower's appointed contractor.
- 4.9 in the event of early termination, the Borrower shall be responsible for paying costs already incurred by the Council in the preparation of the Monuments for loan and all costs as above relating to the return of the loan to the Council.

**5 Title**

- 5.1 For the avoidance of doubt title in the Monuments shall remain vested in the Council at all times subject to the terms of this agreement
- 5.2 Title in the Replicas and Plinths shall remain vested in the Stowe House Preservation Trust subject to the terms of this agreement.

**6 Security and safety of monuments**

- 6.1 Upon request in writing or by a visit from the Council the Borrower shall provide for approval details of security arrangements at the Borrower's premises and the Borrower shall put in place any additional measures which the Council recommends in order for the loan to proceed.
- 6.2 The Council reserves the right to inspect conditions at the Borrower's Venue in advance of the Period of Loan or shall make periodic inspections during the course of the Period of Loan not to exceed 2 inspections per annum and the Borrower may be asked to meet any expenses incurred
- 6.3 The Borrower shall ensure:
  - 6.3.1 that a sufficient security presence is maintained at the Borrower's Venue 24 hours a day seven days a week;

- 6.3.2 that the parts of the Borrower's Venue where the Monuments are located during installation and deinstallation are secure during working hours with access to the areas limited to essential personnel and the area is secured when staff are not working;

## **7 Insurance**

- 7.1 The Monuments shall be at the Borrower's risk during the Period of the Loan and the Borrower shall provide Agreed Value and All Risks insurance cover for the Monuments including terrorism cover;
- 7.2 The Replicas and Plinths shall be at the Council's risk during the Period of the Loan and the Council shall provide the relevant insurance cover for the same
- 7.3 The Borrower shall provide a copy of the policy or indemnity wording for approval by the Council at least 4 weeks in advance of the date that the Monuments are to be transported to the Borrower's Venue;

## **8 Packing, couriers and transportation of the monuments**

- 8.1 The Borrower shall make all packing arrangements for the Monuments.
- 8.1.1 The Borrower shall provide suitable environmental and secure storage for the empty packing cases.
- 8.3 The Monuments shall be escorted by a Council Courier if required who is to be present for movements of the loan, packing and unpacking, installation and deinstallation.
- 8.4 The Borrower shall provide a suitable, secure environment and equipment for the unpacking, packing and condition checking of the Monuments.
- 8.5 The Borrower shall ensure that the appointment of Fine Art transport agents and the arrangements for transport, unpacking and repacking of the Monuments are approved in advance by the council.
- 8.6 The Borrower shall ensure that any transport company used to move the Monuments shall have experience in the transport of works of art with employees trained in the handling of such material.

## **9 Environmental conditions**

- 9.1 The Borrower shall ensure that any other work required to prepare the area on the South Front of the Borrower's Venue for installation of the Monuments has been completed before the Monuments arrive at the Borrower's Venue.

## **10. Recording the display**

- 10.1 The photographs taken of the Monuments by the Borrowers may be reproduced in the Borrowers' catalogue and any exhibition related publication, in any publicity and archival material as well as educational and audio-visual material and produced solely to support or record the display.

- 10.2 The Borrower can obtain historic transparencies and black and white photographs of the Monuments from the Council Picture Library. The Council owns the copyright in all photographic material supplied in whatever format, including digital.
- 10.3 The Borrower shall apply to the Council Picture Library for information regarding copyright and the terms and conditions for reproduction and colour transparency hire for any transparencies and photographs obtained.
- 10.4 The Borrower shall apply to the Council Picture Library for permission to reproduce or photograph the Monuments for:
  - 10.4.1 any reproduction of a Monument in material or merchandise which is to be sold including postcards, posters, prints, slides and videos;
  - 10.4.2 publicity for sponsors;
- 10.5 The Borrowers will include information about this agreement in any publication produced with regards to the Monuments and also on the display in the Borrowers Venue Visitors Centre. The Council's written approval to the information contained within any publication and any display relating to the Monuments will be obtained prior to publication and display.
- 10.6 The Borrower shall send 2 copies of the catalogue or related publication to the Council

## **11 Press and publicity**

- 11.1 Any Monuments which are out of copyright may be photographed or filmed on the Borrower's premises for publicity purposes specifically in connection with the display by the Press and TV and by the Borrower for educational and record purposes and the Borrower shall ensure:
  - 11.1.1 that the Monuments are not moved;
  - 11.1.2 that strict supervision is maintained at all times by a responsible member of the Borrower's staff;
  - 11.1.3 that the Borrower is responsible for ensuring that the photographer or film maker only uses the resulting material in accordance with Clause 10 of this Agreement and for no other purpose.
- 11.2 Both parties shall share any press release regarding the removal, restoring, re-creation and installation of the Monuments and the Monuments exact replicas and plinths with the other party for their comment before release.
- 11.3 Representatives of both parties will be given reasonable prior notice of and invited to any formal unveiling events or other events related to the Monuments and the Replicas

## **12 Credit line**

- 12.1 The Borrower shall endeavour to ensure that reproductions in the catalogue, Press and on TV are appropriately credited.

**13 Early Termination**

- 13.1 The Council reserves the right to recall or cancel the loan in the event of an emergency, or if the Borrower undergoes a change of financial control impacting severely on the performance of the Borrower, or if the Borrower is in default of any obligation under the Agreement, or if the Borrower has not remedied the default to the satisfaction of the Council, or if the default is a fundamental breach of the Agreement. In such event the Replicas would be returned to the Borrower.

**14 Governing law**

- 14.1 This Agreement shall be governed by and construed in accordance with the laws of England and any dispute relating hereto shall be determined in the English courts.