

## 1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this agreement.

**Art Work:** the loaned object(s), including any substitutions, replacements or renewals of such Art Work and all related accessories (including frames and transportation bags), manuals and instructions provided for it.

**Commencement Date:** the date that the Customer becomes a member of the Scheme. Leeds Museums and Galleries: Leeds City Council, of Civic Hall, Leeds, LS1 3UR. **Delivery:** the transfer of physical possession of the Art Work to the Customer at the Site.

**Fee:** the appropriate annual membership fee due which is to be paid in monthly instalments by direct debit or in full in advance of the 31st October each year.

**Membership Period:** the period of account as set out in clause 3. **Scheme:** means the Leeds City Council picture lending scheme promoted as The Picture Library. **Site:** the Leeds Museums and Galleries premises at Leeds Art Gallery.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994.

## 2. ART WORK LOAN

2.1 The Leeds Museums and Galleries will loan the Art Work to the Customer on the terms and conditions of this agreement.

2.2 Up to a maximum of five artworks may be loaned to any premises at any one time, which can be swapped at any time. Leeds Museums and Galleries reserves the right to recall any loaned piece(s) of Art Work at any time in accordance with Clause 5.4.

2.3 The Leeds Museums and Galleries will not, other than under this agreement or applicable law, interfere with the Customer's possession of the Art Work.

## 3. MEMBERSHIP PERIOD

3.1 Membership of the Scheme starts on the Commencement Date and continues on a rolling 12 month basis (the start of which shall co-incide with the payment of the Fee) unless this agreement is terminated earlier.

## 4. FEE

4.1 Upon becoming a member of the Scheme the Customer will pay the Fee to the Leeds Museums and Galleries. Where a Customer joins the Scheme part way through any 12 month period the Fee for that period will be on a pro rata basis. Thereafter the Fee will be payable on the same date each year.

4.2 The Fee is exclusive of VAT and any other applicable taxes and duties or similar charges which are payable by the Customer at the rate and in the manner from time to time prescribed by law.

4.3 If the Customer fails to pay the Fee when it falls due the Leeds Museums and Galleries shall be entitled to levy an administration fee of £20.00 for each reminder letter sent to the customer and may terminate this agreement immediately in accordance with Clause 10.1 (a). Having given careful consideration to this matter, the administration fee payable under this clause is considered by the Parties to be a genuine pre-estimate of the costs which the Leeds Museums and Galleries will incur in relation to the Customer's failure to pay the Fee on the date due.

4.4 The Customer must inform the Leeds Museums and Galleries in writing of any change of address as soon as reasonably possible and where applicable submit proof of new address. All applications to join the Scheme are to be made in person at Leeds Museums and Galleries premises.

4.5 When the Customer applies for the Scheme the Leeds Museums and Galleries will perform a credit check on the Customer and require the Customer to supply such documentation and other evidence as is reasonable. The Customer agrees that the Leeds Museums and Galleries may obtain credit information and agrees to assist the Leeds Museums and Galleries as necessary in order for the Leeds Museums and Galleries to perform such credit checks. Leeds Museums and Galleries has the right to refuse applications due to current credit status.

4.6 Each Customer account is assigned a unique card which should be presented to the Leeds Museums and Galleries clerk before any Art Work will be issued to the Customer. Failure to present a Customer card may result in refusal to loan the Art Work to the Customer. A fee may be payable for replacement cards.

## 5. LOAN CONDITIONS

5.1 No Art Work will be loaned to the Customer until the Fee has either been paid in full or part thereof as required under this agreement.

5.2 The Leeds Museums and Galleries will provide transportation bags for the Art Work. It is the responsibility of the Customer to keep the transportation bag safe and clean and to return the Art Work in it. Loss or irreparable damage of a transportation bag will incur a fee of £45 which the Parties agree is a genuine pre-estimate of the costs which the Leeds Museums and Galleries will incur should it have to replace a damaged transportation bag.

5.3 The Art Work must not be individually photographed, filmed, televised or reproduced without prior written consent of Leeds Museums and Galleries and requests for any images/photography of the Art Work must be made through the Leeds Museums and Galleries.

5.4 The Leeds Museums and Galleries reserves the right to recall the Art Work at any time. Failure to return recalled Art Works will incur a fine of up to the value of the Art Work or £300 per piece of Art Work loaned with the highest value being the sum sought for each individual piece of Art Work not returned. Having given careful consideration to this matter, the fine payable under this clause is considered by the Parties to be a genuine pre-estimate of the costs which the Leeds Museums and Galleries will incur in relation to the Customer's failure to return the recalled Art Work on the date due.

5.5 Failure to comply with any of the terms and conditions of this agreement may result in the Art Work being recalled at the discretion of the Leeds Museums and Galleries.

## 6. TITLE, RISK AND INSURANCE

6.1 The Art Work shall at all times remain the property of the Leeds Museums and Galleries.

6.2 The Customer will insure the loan on an all risks basis in transit, in store and whilst on display.

6.3 Loss of the Art Work by the Customer due to theft or complete destruction of the Art Work will incur a minimum excess fee of £300 pending investigation. Having given careful consideration to this matter, the excess fee payable under this clause is considered by the Parties to be a genuine pre-estimate of the costs which the Leeds Museums and Galleries will incur in relation to the theft or complete destruction of the Art Work whilst in the Customer's possession. Notwithstanding the above, on completion of the investigation the Customer acknowledges that additional losses may be payable if it is established that the loss or damage was due to the Customer's negligence.

6.4 Any repairable damage to the Art Work by the Customer will incur a cost by the Customer, not exceeding the market value of the Art Work, but

representing the cost of reasonable repair and an amount equal to any reduction in the market value of the Art Work after such repairs have been carried out.

6.5 The Customer shall give immediate written notice to the Leeds Museums and Galleries in the event of any loss, accident or damage to the Art Work arising out of or in connection with the Customer's possession or use of the Art Work.

6.6 Leeds Museums and Galleries shall incur no liability for any injury, loss or damage to any person or property arising out of the Scheme, howsoever caused, unless and to the extent that such injury, loss or damage is directly caused by negligence on the part of Leeds Museums and Galleries.

## 7. CUSTOMER'S RESPONSIBILITIES

7.1 The Customer will during the term of this agreement:

(a) Collect any loaned Art Work from the Site. The Customer shall use all reasonable endeavours to take Delivery on the date and time agreed between the Parties. The Customer will take sole responsibility for the safe display and transit of the Art Work.

(b) make no alteration to the Art Work and will not remove any existing component(s) from the Art Work;

(c) not lend or sell the Art Work to a third party at any time;

(d) not in any way remove the Art Work from its frame at any time;

(e) be responsible for the safe keeping of the Art Work at all times;

(f) keep the Leeds Museums and Galleries fully informed of all material matters relating to the Art Work;

(g) deliver up the Art Work at the end of the Membership Period or on earlier termination of this agreement at such address as the Leeds Museums and Galleries requires, or if necessary allow the Leeds Museums and Galleries or its representatives access to the any premises where the Art Work is located for the purpose of removing the Art Work.

## 8. VARIATION

8.1 The Leeds Museums and Galleries reserves the right to change these terms and conditions without the consent of the Customer. Where significant changes are made the Leeds Museums and Galleries will inform the Customer in writing.

9. TERMINATION

9.1 Without affecting any other right or remedy available to it, the Leeds Museums and Galleries may terminate this agreement with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any amount due under this agreement on the due date and remains in default for 14 days or more after being notified in writing to make such payment;
- (b) the Customer commits any other breach of this agreement and fails to remedy that breach within 28 days of being notified in writing to do so;
- (c) the Customer (being an individual) dies or, by reason of illness or incapacity is incapable of managing his or her own affairs.

10. CONSEQUENCES OF TERMINATION

10.1 Upon termination of this agreement, however caused:

- (a) the Leeds Museums and Galleries consent to the Customer's possession of the Art Work shall terminate and the Leeds Museums and Galleries may, without notice and at the Customer's expense, retake possession of the Art Work; and
- (b) without prejudice to any other rights or remedies of the Customer, the Customer shall pay to the Leeds Museums and Galleries on demand any costs and expenses incurred by the Leeds Museums and Galleries in recovering the Art Work and/or in collecting any sums due under this agreement (including any storage, insurance, repair, transport, legal and re-marketing costs).

10.2 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

11. DATA PROTECTION

11.1 The Leeds Museums and Galleries will endeavour to follow all codes as set out in the Data Protection Act 1998. All information on this form and supporting documentation is treated as confidential.

12. GOVERNING LAW

12.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.



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TERMS &  
CONDITIONS  
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