

Heritage Village Object Loan Agreement Form



Privacy Notice: Council deals with your personal information in accordance with law including the *Information Privacy Act 2009*.

This form is to be completed when a customer wishes to lend or borrow an object/s to/from the Rockhampton Heritage Village.

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Customer Details

Organisation name:

Contact name:

First

Middle

Last

Residential address:

Street number and name

City

State

Postcode

Postal address (if different):

Preferred contact number:

Email:

Proof of ID (please note only one form of identification is required – a photo copy must be provided at the time of lodgement)

ID type:

ID number:

Expiry date:

Loan Purpose

Purpose of loan: Lend object/s to Council Borrow object/s from Council

Loan period from:

Loan period to:

Location of object/s while on loan:

Reason for loan:

Object Information

Description of object/s (including condition, accession number/s etc.):

OFFICE USE ONLY

Responsible officer:

Date:

Insurance waived: Y / N

Photos taken at handover: Y / N

Special requirements (restrictions on handling, packing, shipping, insurance, display, reproduction, use of object, copyright etc.):

Historical information (please complete if lending an object to Council):

Condition Report

Condition of the object/s: Scratched Marks Dents
 Other (please specify):

Location and number of photographs taken at handover:

Valuation

Object/s valued at:

Insurance

Insurance value of the object/s: Insurance owner: Customer Council

Name of insurer: Policy number:

Policy limit: Expiry date:

Supporting Documentation

Please remember to provide the following supporting documentation when submitting this form:

- Photographs of object/s
- Copy of insurance (if applicable)

Declaration

I submit this form with the relevant supporting documentation as required. I declare that the details are correct to the best of my ability.

Name: Signature: Date:

FACT SHEET

Heritage Village Conditions – Loans to/from Council

CONDITIONS COVERING LOANS TO THE ROCKHAMPTON REGIONAL COUNCIL

(Rockhampton Heritage Village)

Notes: Borrower – Rockhampton Regional Council (RRC)

CARE AND PROTECTION

1. Objects on Fixed Term Loan will be given special care at all times to ensure against loss, damage or deterioration. The borrower – RRC will exercise due care in the custody, handling, transport, unpacking and repacking of the object/s.
2. The borrower – RRC agrees to meet any special requirements for installation and handling as noted or referenced on the face of this agreement.
3. The borrower – RRC shall not convey, transfer, assign, mortgage, pledge, lend or part with the possession of the object/s.
4. The borrower – RRC must maintain constant and adequate protection of the loan object/s to minimise the risk of theft or damage. Objects must be protected from extreme temperatures and humidity, excessive light, and from insects, vermin, dirt or other environmental hazards. Objects will be maintained in a building equipped to protect them from fire, smoke and flood damage.
5. The borrower – RRC will not alter, clean, fumigate, repair, restore, or otherwise alter the object/s without the Lender's written permission, except in an emergency situation when the safety of the object/s makes such action imperative.
6. A written condition report of the object/s will be carried out on arrival by the Rockhampton Regional Council to the Lender. Condition reports will be made by the borrower – RRC on arrival and departure. Evidence of damage not described in the Rockhampton Regional Council's condition report at the time of receipt or while in the borrower's custody will be reported immediately to the Lender.
7. The Lender is to be notified immediately, followed by a full written and photographic report, if damage or loss is discovered. If damage occurred in transit, the Lender will also notify the carrier and will save all packing materials for inspection.
8. Loans shall remain in the possession of the borrower – RRC for the time specified on the face of this loan.

INSURANCE

1. The borrower – RRC will agree to arrange insurance cover for any material during the period of the loan for the value stated on the face of this agreement under an "all-risk", wall to wall policy subject to the following standard exclusions: wear and tear, gradual deterioration, insects, vermin or inherent vice, repairing, restoration or retouching process, hostile or warlike action, insurrection, nuclear reaction, nuclear radiation, or radioactive contamination.
2. Insurance value may be reviewed periodically and the Lender reserves the right to increase coverage if reasonably justified. In the event of loss or damage, the borrower's maximum liability will be limited to the insurance value then in effect. If insurance is waived, the borrower – RRC agrees to indemnify the Lender for any loss or damage to the object/s occurring during the course of the loan, except for loss or damage resulting from wear and tear, gradual deterioration, inherent vice, war and nuclear risk.

TRANSPORT AND PACKING

1. The cost of transport and packing will be borne by the borrower – RRC. The method of shipment will be decided by the Lender.
2. The borrower – RRC will ensure that the object/s lent are returned packed in the same or similar materials as received, unless otherwise authorised by the Lender.

CREDIT

1. At the Lender's request, any or all use of the loaned object/s will be credited as the property of the Lender.

FACT SHEET

Heritage Village Conditions – Loans to/from Council

CANCELLATION/RETURN/EXTENSION OF THE LOAN

1. The Rockhampton Regional Council reserves the right to return the object/s on loan or to cancel the loan for good cause at any time, and will make every effort to give reasonable notice thereof. The Rockhampton Regional Council disclaims any liability resulting from such action.
2. The Fixed Loan periods will be for a maximum of three years with options to renew for a further three year term which can also be extended by mutual agreement as the due date falls.
3. Any extension on the loan period will be approved in writing by the Rockhampton Regional Council and the Lender will be advised in writing and asked to resign the Fixed Term Loan Agreement and all contact details are to be updated before the Lender returns the agreement form.

FACT SHEET

Heritage Village Conditions – Loans to/from Council

CONDITIONS COVERING LOANS FROM THE ROCKHAMPTON REGIONAL COUNCIL

(Rockhampton Heritage Village)

CARE AND PROTECTION

1. Objects borrowed will be given special care at all times to ensure against loss, damage or deterioration. The borrower will exercise due care in the custody, handling, transport, unpacking and repacking of the object/s.
2. The borrower agrees to meet any special requirements for installation and handling as noted or referenced on the face of this agreement.
3. The borrower shall not convey, transfer, assign, mortgage, pledge, lend or part with the possession of the object/s.
4. The borrower must maintain constant and adequate protection of the loan object/s to minimise the risk of theft or damage. Objects must be protected from extreme temperatures and humidity, excessive light, and from insects, vermin, dirt or other environmental hazards. Objects will be maintained in a building equipped to protect them from fire, smoke and flood damage.
5. The borrower will not alter, clean, fumigate, repair, restore, or otherwise alter the object/s without the Rockhampton Regional Council's written permission, except in an emergency situation when the safety of the object/s makes such action imperative.
6. The Rockhampton Regional Council certifies that objects lent are in sound condition and able to withstand the ordinary strains of packing, shipping and handling.
7. A written condition report of the object/s prior to shipment will be sent by the Rockhampton Regional Council to the borrower. Condition reports will be made by the borrower on arrival and departure. Evidence of damage not described in the Rockhampton Regional Council's condition report at the time of receipt or while in the borrower's custody will be reported immediately to the Rockhampton Heritage Village.
8. The Rockhampton Regional Council may require an on-site inspection and approval of the actual installation by a member of its staff at the expense of the borrower.
9. The Rockhampton Regional Council is to be notified immediately, followed by a full written and photographic report, if damage or loss is discovered. A damaged object will not be shipped without the Rockhampton Regional Council's approval. If damage occurred in transit, the borrower will also notify the carrier and will save all packing materials for inspection.
10. Loans shall remain in the possession of the borrower for the time specified on the face of this loan.

INSURANCE

1. The borrower will agree to arrange insurance cover for any material lent by the Rockhampton Regional Council during the period of the loan for the value stated on the face of this agreement under an "all-risk", wall to wall policy subject to the following standard exclusions: wear and tear, gradual deterioration, insects, vermin or inherent vice, repairing, restoration or retouching process, hostile or warlike action, insurrection, nuclear reaction, nuclear radiation, or radioactive contamination.
2. The borrower must supply the Rockhampton Regional Council with a certificate of insurance or a copy of the policy made out in favour of the Rockhampton Regional Council prior to shipment of the objects. Any lapses in coverage, any failure to secure insurance and/or inaction by the Rockhampton Regional Council regarding notice will not release the borrower from liability for loss or damage.
3. Insurance value may be reviewed periodically and the Rockhampton Regional Council reserves the right to increase coverage if reasonably justified. In the event of loss or damage, the borrower's maximum liability will be limited to the insurance value then in effect. If insurance is waived, the borrower agrees to indemnify the Rockhampton Regional Council for any loss or damage to the object/s occurring during the course of the loan, except for loss or damage resulting from wear and tear, gradual deterioration, inherent vice, war and nuclear risk.

TRANSPORT AND PACKING

1. The cost of transport and packing will be borne by the borrower. The method of shipment will be decided by the Rockhampton Regional Council.

FACT SHEET

Heritage Village Conditions – Loans to/from Council

2. The borrower will ensure that the object/s lent are returned packed in the same or similar materials as received, unless otherwise authorised by the Rockhampton Regional Council.

REPRODUCTION AND CREDIT

1. The loan object/s must not be individually photographed, filmed, televised, or reproduced, without the express, written prior consent of the Rockhampton Regional Council with the exception that general views of an exhibition may be taken for publicity purposes.
2. In the case of the Rockhampton Regional Council agreeing to photographic reproduction of the object/s, the borrower will ensure that the ownership of the object/s is indicated as “Collection of the Rockhampton Regional Council” both for display labels and publication credits and identified with each object’s accession number.
3. At the Lender’s request, any or all use of the loaned property will be credited as the property of the Lender.

CANCELLATION/RETURN/EXTENSION OF THE LOAN

1. The Rockhampton Regional Council reserves the right to recall the object/s from loan or to cancel the loan for good cause at any time, and will make every effort to give reasonable notice thereof. The Rockhampton Regional Council disclaims any liability resulting from such action.
2. Objects lent must be returned to the Rockhampton Regional Council by the stated return date. Any extension on the loan period must be approved in writing by the Rockhampton Regional Council and covered by written parallel extension of the insurance coverage.

INTERPRETATION

1. In the event of any conflict between this agreement and any forms of the borrower, the terms of this agreement shall be controlling.