



GIFT AGREEMENT



1. This gift agreement is made between the Donor as defined here below (the Donor) and Market Bosworth Society (the Society).

Name

Address

Post Code

Tel. No./Email

(Please see Terms of Agreement – Item 12)

2. This agreement relates to the donated items as described:
Item(S) Details and description(s)

Please continue overleaf/separate sheet.

3. The Donor hereby confirms and warrants that the ownership in the items to be donated rests with the Donor unconditionally or subject to such limitations as are specified here:

4. The Donor hereby donates the items described in Schedule II to the Society absolutely and as far as the Donor is entitled so to do hereby transfers all copyright in the items to the Society unconditionally.

5. In consideration of the gift to the Society of the donated items the Society undertakes to comply with the conditions and stipulations set out overleaf entitled "Terms of Acceptance".

6. This gift agreement shall operate in law as a donation of the scheduled items to the Society subject to the terms and conditions referred to.

7. I hereby donate the scheduled items upon the terms and conditions set out above (see options in Condition 1)

Signed:

I confirm acceptance on behalf of the Society.

Witnessed:

Signed:
Society Committee Member

Date:

Date:

TERMS OF ACCEPTANCE

General

1. Donated items shall for all purposes be deemed to be donated absolutely to the Society and held by them to be used by the Society in their absolute discretion subject only to the terms of these conditions, the general law and any special conditions agreed in writing under the signature of the Team Leader, Archives for the time being of the Society. Should any item have financial value upon disposal or use the Society will (Please delete as appropriate) a) Return any proceeds to the Donor less reasonable expenses incurred by the Society or b) Retain any proceeds and apply them to Society funds. This refers to any future usage of donations including copyrights.
2. For the purpose of this agreement the Society shall act through its Archivist or a Committee Member with respect to any consent, notice, approval, requirement or any other action of the Society referred to under this agreement or through such other officer of the Society as may from time to time be determined and all notices and communications from the Donor to the Society under this agreement shall be addressed to that Officer or the chair of the Committee.
3. All donated items may be examined, inspected, exhibited, loaned or used in any way in the absolute discretion of the Society with or without charge but the Society shall not be obliged to make items available for inspection or for any other purpose save as required by law and fragile or uncatalogued items will only be made available in the absolute discretion of the Society.
4. All donated items may be used, photographed, microfilmed, copied or published in the absolute discretion of the Society.
5. The Society shall store the donated items in such conditions as it sees fit in its absolute discretion and shall not be liable to the Donor or any person claiming through them in any circumstances for any loss or damage to the items from whatever cause howsoever arising.
6. The Society shall be at liberty to mark the records with any mark of reference of index.
7. The Society shall be at liberty to carry out any repair or conservation work as it shall in its absolute discretion determine and shall not be liable for any damage so caused.
8. The Society reserves the right to return items to Donors if such persons can be traced following reasonable enquiry or to dispose of the items in their absolute discretion.

Withdrawal

9. The Donor shall be allowed to remove, temporarily, donated items for up to three months in any period of twelve months. All endeavours will be made to meet such requests without delay, but the Donor should wherever possible give prior warning to the Society and the Society shall not by virtue of this condition be responsible to produce any donated item earlier than 21 days following the receipt of written notice of withdrawal. The Donor shall pay to the Society any costs of insurance of the items during the period of withdrawal which the Society may obtain in its absolute discretion and the Donor shall take any reasonable precautions specified by the Society acting through its Team Leader, Archives.

Confidential Items

10. If requested by the Donor, donated items which are confidential will only be made available for public inspection research or other purposes with the agreement of the Donor during a period of 30 years from the date of creation of the donated item or such longer period as may be agreed by the Society.

Cataloguing

11. Catalogues or calendars of donated items prepared by the Society (if any) may be supplied to Donors free of charge upon request but otherwise shall be the property and the copyright of the Society and shall be made available to the public and others upon such terms as the Society may determine.

Meaning of Donor

12. The Donor shall mean the person, persons or body upon whose authority items are donated to the Society. The Donor shall supply to the Society their full name and address to which all communications may be sent and shall promptly inform the Society of any change in their address and shall if requested by the Society produce to the Society any evidence certificate or other documentation which will evidence their ownership of the donated items.

13. Where for any purpose arising under this agreement the Society wish to contact the Donor in connection with any donated item it shall be sufficient for the Society to write to the last notified address of the Donor.