

Farnborough Air Sciences Trust (FAST)

LOAN AGREEMENT

THIS AGREEMENT is made the day of 20 ("Agreement")

BETWEEN:

FARNBOROUGH AIR SCIENCES TRUST an English registered charity having an address at Trenchard House, 85 Farnborough Road, Farnborough, GUI4 6TF, England ("FAST")

AND

.....
.....

WHEREAS:

(A) FAST is a charitable trust established to preserve and promote Britain's heritage in aviation science and is the owner and/or custodian of the Artefacts ("Artefacts") of which descriptions and actual or representative photographs appear in Appendix 1 hereto.

(B) *Company to whom the items will be loaned*.....
.....
.....
.....

(C) FAST is willing to loan the Artefacts to on the terms set out in this Agreement.

NOW IT IS AGREED as follows:

1. DURATION

1.1 FAST agrees to loan the Artefacts to for an initial period of 12 months from the date of this Agreement ("Initial Term"). This period shall be automatically renewed for successive 12 month periods ("Renewal Term") unless either party gives the other at least one month's written notice of termination prior to the expiry of the Initial Term or any Renewal Term.

2. LOAN CONDITIONS

2.1 Unless otherwise agreed in writing with FAST, agrees that the Artefacts shall be held in its possession at all times in its offices at

2.2 The loan of the Artefacts is personal toand agrees that it shall not, or purport to, sell, offer to sell, mortgage, pledge, lend or otherwise deal or part with possession of the Artefacts or any part thereof.

2.2 shall be responsible for all costs associated with delivering the Artefacts in a safe and suitable manner to its Offices at the start of the loan and upon expiry of the loan in returning the Artefacts to FAST.

3. The Artefacts shall be used by.....for display purposes only. A notice or label shall always appear with the Artefacts in a form approved by FAST containing the words "*On loan from Farnborough Air Sciences Trust*".

4: is given permission to photograph, film, video, televise or otherwise capture and display images of the Artefacts as part of its normal marketing and selling activities provided that FAST is acknowledged in such material or medium as the provider on loan of the Artefacts.

5. The Artefacts may not be altered, restored or removed from their mounts or display cases without FAST's prior written consent. Any alterations made to the Artefacts shall belong absolutely to FAST upon expiry or termination of the loan.

6. Any specialist cleaning, conservation or repairs to the Artefacts proposed by shall only be carried out with FAST's prior written consent.

3. WARRANTY

3.1 FAST warrants that it has rights and interests in the Artefacts sufficient to allow it to grant the loan of the Artefacts toand agrees to indemnify from and against any claims by third parties that has no right to possess the Artefacts under the terms of this Agreement.

4. CARE AND INSURANCE

4.1 shall be responsible for maintaining the Artefacts in no less a condition than in which they were received and shall exercise the same care for the objects as for its own similar property.

4.2 agrees to maintain appropriate security controls at itsOffices throughout the entire period the Artefacts are present at this location.

4.3 FAST reserves the right upon giving reasonable notice and at all reasonable times to inspect the Artefacts at the Offices in order to satisfy itself that is complying with its obligations under this Agreement.

4.4 shall be responsible for any loss of or damage to the Artefacts during the loan and shall give FAST prompt notice of any such loss or damage.

4.5 shall maintain insurance cover for the entire loan period on an "all risks" basis for the Artefacts up to a value agreed with FAST in writing from time to time.

5. *FORCE MAJEURE*

5.1 Neither party shall be liable for delay in performing or failure to perform obligations under this Agreement if the delay or failure results from events or circumstances outside its reasonable control.

6. *TERMINATION FOR DEFAULT*

6.1 FAST may terminate this Agreement with immediate effect if fails to correct any breach within 30 days of receiving written notice from FAST or in the event becomes insolvent or otherwise ceases to trade. Upon termination shall make immediate arrangements for the Artefacts to be returned to FAST at cost.

7. *GENERAL*

7.1 This Agreement sets forth the complete understanding of the parties with respect to the subject matter hereof and supersedes any and all previous oral or written representations, agreements, inducements, statements or understandings.

7.2 Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party.

7.3 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

7.4 An amendment or modification of this Agreement shall be effective or binding on the parties only if it is in writing and signed by the parties.

8. *GOVERNING LAW*

8.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and any disputes shall be subject to the exclusive jurisdiction of the English courts.

IN WITNESS WHEREOF the duly authorised representatives of the parties have signed this Agreement on the day and year first before written.

SIGNED for and on behalf of **Farnborough Air Sciences Trust**

SIGNATURE:

NAME:

POSITION:

SIGNED for and on behalf of

SIGNATURE:

NAME:

POSITION:

Appendix 1 to the FAST Loan Agreement

Artefact 1: Photo or other form of identity

Artefact 2:

Etc.