
BAILMENT AGREEMENT RELATING TO CERTAIN PROPERTY TO BE LOANED TO UKTI FOR BRITISH BUSINESS EMBASSY CONFERENCE 2014 ON THE 9TH JUNE

This Agreement is dated _____ of _____ 2014

between:-

- 1. The Secretary of State for Business, Innovation and Skills** acting on behalf of UK Trade & Investment, whose offices are at 1 Victoria Street, London SW1H 0ET (“UKTI”).

And

- 2. University of Huddersfield** School of Art, Design and Architecture, Department of Architecture & 3D, Queen Street Studios, Queen Street South, Huddersfield, HD1 3BZ (the “Bailor”).

BACKGROUND

1. UKTI has agreed to the voluntary possession of the Property for the duration of the Conference.
2. The Bailor has agreed to the possession of the property by UKTI for the duration of the Conference and UKTI shall grant certain benefits to the Bailor in return for the possession of the Property.

The parties agree as follows:

1. INTERPRETATION

- 1.1 The following definitions shall apply to this Agreement:

“Agreement”	means this agreement and the BIS standard terms and conditions of contract for the purchase of services;
“Conference”	means the British Business Embassy on the 9 th June that UKTI is hosting at St George’s Hall, Liverpool;
“Property”	means the property as set out in Schedule 1 to this agreement.

2. TERM OF THIS AGREEMENT

- 2.1 This Agreement shall commence on the 6th June 2014 and terminate on the 10th June 2014.

3. POSSESSION OF PROPERTY

- 3.1 The Bailor warrants to UKTI that it has full title to the Property.
- 3.2 The Bailor agrees to give possession to UKTI of the Property to be used by UKTI at the Conference as UKTI sees fit.
- 3.3 Possession of the Property will be given to UKTI on 6th June 2014 and the Property shall return into the possession of the Bailor on 10th June 2014.
- 3.4 UKTI, its employees or sub-contractor shall arrange the exact times for delivery and removal with the Bailor in advance of the Conference.
- 3.5 The Bailor will ensure that the Property will be packaged and ready for collection by the time agreed pursuant to clause 3.4 on the 6th June 2014 and the Bailor will provide any necessary addresses for collection and returns.
- 3.6 The individual values of the items comprising the Property are set out in column 6 of schedule 1 and the value of the Property in aggregate amounts to £50.00. The Bailor has provided these values and hereby warrants and represents that the values provided represent a fair open market valuation of the items comprising the Property.

4. BAILOR'S BENEFITS

- 4.1 In consideration of the loan (free of charge) by the Bailor to UKTI of the Property, UKTI will:
 - 4.1.1 supply to the Bailor electronic copies of any photography of the Property in situ, to be used by the Bailor for its own marketing purposes;
 - 4.1.2 acknowledge the loan of the Property in UKTI press releases, where UKTI considers this appropriate;
 - 4.1.3 include information of the Bailor's contribution in the printed and digital collateral of the Conference.

5. TERMS AND CONDITIONS

- 5.1 BIS's standard terms (a copy of which is attached at schedule 2) shall form part of this agreement. In the event of any conflict between the standard terms set out at schedule 2 and any other provisions of this agreement, the provisions of this agreement will prevail.
- 5.2 The Bailor's standard terms and conditions of business (if any) shall not apply to this Agreement.

5.3 This Agreement is formed of these clauses and the schedules hereto. Any other attachments are provided for information purposes only and are not intended to be legally binding.

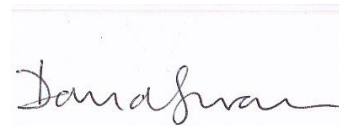
6. TRANSPORTATION, INSURANCE AND INDEMNITY

6.1 Column 7 of the table in Schedule 1 specifies which party is responsible for transporting the Property to and from the Conference. Unless otherwise agreed in writing, risk in the Property from point of collection to point of delivery (both before and after the Conference) shall lie with the party named in column 7 of the table in Schedule 1, and that party will be responsible for insuring the Property at an appropriate level.

6.2 Risk in the Property from the point of its delivery to the Conference to its removal at the end of the Conference will lie with UKTI. Subject to the limitation contained in clause 6.3, UKTI hereby agrees to indemnify (and to keep indemnified) the Bailor from and against any loss of or damage to the Property resulting from any breach by UKTI of the terms of this Agreement or any negligent performance or non-performance of its terms by UKTI.

6.3 UKTI's liability for the indemnity in clause 6.2 shall be limited in the case of each item of Property to the value of that item of Property set out in column 7 of schedule 1.

Signed by the parties' duly authorised representatives:



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On behalf of The Secretary Of State For
Business, Innovation And Skills

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Signed for and on behalf of [17TH
Studio]

Dr David Swann 28th May 2014

.....
Print Name

.....
Print Name

Reader in Design

.....
Job Title

.....
Job Title

SCHEDULE 1 – The Property

1	2	3	4	5	6	7
Product Type	Product Name	Colour	Quantity	Location within BBE	Value	Transported by
Syringe	ABC Syringe	N/A	5	Great Hall - Walkway	£50.00	Fly By Nite

Total value	£50.00
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SCHEDULE 2 – The Standard Terms

BIS T&Cs



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Contracts\BIS TCs.DC