

Members' Library Service Request Form

Date of Document	08/03/17
Originator	Head Of Communities & Partnerships
Originator's Ref (if any)	
Document Title	Variation to Contracts of Services - Musselburgh Museum and the Coastal Communities Museum

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Authorised By	Tom Shearer
Designation	Head of Communities & Partnerships
Date	09/03/17

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REPORT TO: Members' Library Service

MEETING DATE:

BY: Head of Communities and Partnerships

SUBJECT: Variation to Contracts for Services – Musselburgh Museum and the Coastal Communities Museum

1 PURPOSE

- 1.1 To advise Members about variations to the Contracts for Services between East Lothian Council and the Coastal Communities Museum Trust with regard to the operation the Coastal Communities Museum in the North Berwick Shared Facility and Musselburgh Museum and Heritage Group with regard to the operation of Musselburgh Museum.

2 RECOMMENDATIONS

- 2.1 That Members note the content of this report.

3 BACKGROUND

- 3.1 East Lothian Council Museums Service manages the following museums: Prestongrange Museum, the John Gray Centre Museum and Dunbar Town House Museum and Gallery. The Service also manages John Muir's Birthplace in Dunbar on behalf of the John Muir Birthplace Charitable Trust, supports the Coastal Communities Museum Trust (CCMT) to operate the Coastal Communities Museum, Musselburgh Museum and Heritage Group (MMHG) to operate Musselburgh Museum and Dunbar and District History Society support the operation of Dunbar Town House Museum and Gallery. Outreach, exhibitions, events and learning services are offered throughout the County and the Museum Collection is held in Haddington in an environmentally controlled store.
- 3.2 The Coastal Communities Museum Trust was formed with the express intention of operating a museum and was established as a Scottish Charitable Incorporated Organisation with the Charity Number SCIO4366 in 2012. The CCMT operates the Coastal Communities Museum from the North Berwick Shared Facility on School Road in North Berwick. The

building is shared with North Berwick Library and ELC Customer Services.

- 3.3 Musselburgh Museum and Heritage Group is a Scottish Charity, Number SCO3967. MMHG operates Musselburgh Museum at 65 High Street, Musselburgh.
- 3.4 Both Musselburgh Museum and the Coastal Communities Museum are operated under contract with East Lothian Council. These contracts define the relationships between ELC and these two charities and lay out the responsibilities of each party and the terms under which the contract is made and can be dissolved. They also give the Coastal Communities Museum Trust and Musselburgh Museum and Heritage Group licence to occupy sections of the buildings they operate from.
- 3.5 Both contracts for services have now been subject to review as both had come to their end of their term. The opportunity was also taken to revisit them with the benefit of knowledge gained from a number of years of operation. As a result both contracts have undergone slight variation including increasing their duration, mild changes to the terms of operation with regard to open times and clarification of matters related to property maintenance.

4 POLICY IMPLICATIONS

- 4.1 The support of Community Museums is a key aspect of our work under the East Lothian Council Plan commitment to 'Grow Our Communities'

5 INTEGRATED IMPACT ASSESSMENT

- 5.1 The subject of this report does not affect the wellbeing of the community or have a significant impact on equality, the environment or economy

6 RESOURCE IMPLICATIONS

- 6.1 Financial – there are no financial implications
- 6.2 Personnel - there are no personnel implications
- 6.3 Other - there are no other implications

7 BACKGROUND PAPERS

- 7.1 Appendix 1: Variation to Contract and Licence to Occupy (Musselburgh Museum)

7.2 Appendix 1: Variation to Contract and Licence to Occupy (Coastal Communities Museum)

AUTHOR'S NAME	Kate Maynard
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DATE	8/3/17

MINUTE OF VARIATION

between

EAST LoTHIAN COUNCIL

and

THE MUSSELBURGH MUSEUM AND
HERITAGE GROUP

2017

SUBJECTS:

MUSSELBURGH MUSEUM,
65HIGH STREET,
MUSSELBURGH,
EAST LoTHIAN EH 21 6EG

MINUTE OF VARIATION OF LEASE

between

EAST LoTHIAN COUNCIL, the Local Authority for the administrative area of East Lothian incorporated in terms of the Local Government etc. (Scotland) Act 1994, and having its principal place of business at John Muir House, Haddington, East Lothian (hereinafter called "the Council");

and

MUSSELBURGH MUSEUM AND HERITAGE GROUP, a Scottish Charity registered under number SC003967 and having its principal place of business at the Old Town Hall, High Street, Musselburgh (hereinafter called "the Museum Group");

together 'the Parties'

WHEREAS:

- (One) The Council and the Museum Group entered into a Contract for Services to regulate the operation and management of the Musselburgh Museum (as such "Musselburgh Museum" is more particularly defined in the Contract) ("the Museum") on 28 March and 27 April both in the year 2012 a copy of which together with the Appendix thereto is annexed to this Agreement and signed as relative hereto ("the Contract"); and
- (Two) for the purposes of the said operation and management of the Services the Contract contains a licence entitling the Museum Group to occupy the Museum for the purposes set out in the Contract; and
- (Three) Although the Contract contains an expiry date of 31 March 2012 ("Expiry Date"), it has been continuing month to month thereafter since the Expiry Date; and
- (Four) the Parties wish to make some amendments to the Contract, including formalising a new date on which the contract is to expire;
- (Five) for the avoidance of doubt, the obligations contained in this Agreement and the Contract are pursuant only to the Contract between East Lothian Council and the Museum Group in respect of its occupation, management and service delivery at the Museum.

IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:-

1. DEFINITIONS AND INTERPRETATION

1.1. In this deed the following words and phrases shall have the meanings respectively ascribed to them as follows, or otherwise as defined in the contract:-

- "this Agreement" means this Minute of Variation;
- "Alterations" means any internal or external works carried out to the Museum of a structural, or fixed or decorative nature. Such definition shall not include the moving and relocation of moveable items.
- "East Lothian Museums Collections Policy" means the East Lothian Collections Policy referred to in the Contract, or such substitution, update or varied policy from time to time;
- "the Effective Date" means the date the last person signed this Agreement;
- "the Expiry Date" means the date falling the day before the fifth anniversary of the Effective Date, provided either Party has notified the other Party within the previous 6 months of its intention to terminate, otherwise the Contract shall be deemed to roll on, on a month to month basis until either Party submits to the other Party 40 days notice of its intention to termination and quit the Museum.
- "the Forward Plan" shall have the meaning set out in and in accordance with Clause 8 of the Contract and subject to the variation set out in Clause 2.3.10 of this Agreement

“the Museum”	means the Musselburgh Museum pursuant this Agreement and the Contract and more particularly defined in the Contract;
“Opening Hours”	means the hours that the Museum must be open to the public and shall have the meaning set out in 2.3.1 herein;
“the Schedule”	means the schedule annexed to this Agreement containing a copy of the Contract;
“the Service”	means the operation and management of the Museum by the Museum Group at the Museum in terms of the Contract and this Agreement;
“the Tourist Season”	means the period in any given calendar year between 1 April and 30 October during the term of this Agreement.

- 1.1 In this Agreement, unless otherwise specified or the context otherwise requires:-
- 1.1.2 words importing any gender include all other genders;
 - 1.1.3 words importing the singular number only include the plural number and vice versa;
 - 1.1.4 words importing persons include corporations and vice versa;
 - 1.1.5 references to any other document other than this Agreement are references to that document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;
 - 1.1.6 any reference to a Clause is to the relevant Clause of this Agreement;
 - 1.1.7 unless expressly stated to the contrary in this Agreement, reference to any statute or statutory provision (including any subordinate legislation) includes any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, legislation, instruments or other subordinate legislation made under the relevant statute or statutory provision;

- 1.1.8 for the avoidance of doubt, nothing herein contained or implied or done in terms of this Agreement shall prejudice or affect the powers, rights, duties and obligations of East Lothian Council or its statutory successors as Local Authority, Planning Authority, Building Control Authority, Roads Authority or similar such authority under or by virtue of any public or local Act, order, statutory instrument, regulation or byelaw or relieve the Museum Group of the necessity of obtaining from East Lothian Council or its statutory successors in said capacity all consents, permissions, warrants and/or approvals as may be requisite under or by virtue of any such public or local Act or others;
- 1.1.9 any phrase introduced by the words "including", "include", "in particular" or any similar expression is illustrative only and is not to be construed as limiting the generality of any preceding words.
- 1.2 The headings in this Agreement are included for convenience only and are to be ignored in construing this Agreement.

2. VARIATION

The parties hereby agree that from and after the Effective Date (notwithstanding the date or dates hereof):-

- 2.1. The Contract shall expire on the Expiry Date;
- 2.2. The Council hereby permits the Museum Group licence to occupy the Museum for the purposes of providing the Service.
- 2.3. Notwithstanding the provisions of the Contract and in order to deliver the Service:
- 2.3.1. the Museum Group shall ensure that the Museum is open to the public during the Opening Hours which shall consist of not less than 6 hours per week for no less than 26 weeks over the Tourist Season in any given calendar year except:
- 2.3.1.1. when the Museum requires to be closed to the public for the purposes of making preparations for a new exhibit or exhibition or some such other reason agreed with the Council; and

- 2.3.1.2. always provided that the Museum is not closed to the public for a period of 2 weeks or more consecutively; and
 - 2.3.1.3. is not closed more than twice during the Tourist Period.
- 2.3.2. the Museum Group shall permit members of the public to access the Museum free of charge, declaring for the avoidance of doubt:
- 2.3.2.1. the Museum Group shall be permitted to ask for and collect voluntary donations, and any such donations received shall be deemed to be Museum Funds.
 - 2.3.2.2. the Museum Group shall be entitled to charge visitors to the Museum a fee for one off special events, activities or exhibitions not consistently held at the Museum (such special events, activities or exhibitions shall be hereinafter referred to as "Events"), but only in so far as to cover costs incurred by the Museum Group, provided it has:
 - 2.3.2.2.1. obtained the prior approval of the Council to the exhibition and the proposed rate of fee; and
 - 2.3.2.2.2. the Museum Group ensures that the Museum itself continues to remain open to the public during Opening Hours free of charge during Events;
 - 2.3.2.2.3. such Events are ring-fenced or separated from the main exhibition of the Museum.
- 2.3.3 the Museum Group shall continue to maintain and keep the Museum clean and tidy and indemnify the Council against any damage caused to the Museum resulting from any act or omission of the Museum Group, its employees, agents or volunteers or for anyone for whom the Museum Group is responsible in law;

- 2.3.4 The Museum Group shall notify the Council immediately upon becoming aware of any damage done to the Museum, or any wear and tear that requires to be maintained, repaired or replaced immediately upon becoming aware, or within such time as it should reasonably become aware;
- 2.3.5 The Museum Group shall not be entitled to carry out any unauthorised Alterations either internally or externally to the Museum without the prior written approval of the Council;
- 2.3.6 The Museum Group shall make good any damage or defect or change to the Museum as a result of unauthorised alterations immediately upon being notified by the Council to the Council's satisfaction.
- 2.3.7 In the event the Museum Group does not make good and repair such damage within a reasonable period, the Council shall be entitled to enter the premises and make good the damage and recover the costs of so doing from the Museum Group and in such an event the Council shall, provided it acts reasonably, be entitled to treat the acts or omissions of the Museum Group as a breach, and terminate the Contract.
- 2.3.8 The Museum Group shall seek the Council's consent no later than 4 weeks prior to any proposed Event, and shall include a summary outline of a proposed Event which shall include such necessary photographs, drawings and marketing material as is reasonably required in order for the Council to determine the same, and:
- 2.3.8.1 should the Council in its reasonable opinion consider that the proposed Event is not suitable for any of the following reasons:
 - 2.3.8.1.1 on grounds relating to the nature and substance matter of the event;
 - 2.3.8.1.2 in the reasonable opinion of the Council the proposed Event could damage the Council's reputation;
 - 2.3.8.1.3 be in conflict with the Council's corporate or equalities policies or other relevant policies;
 - 2.3.8.1.4 in the reasonable opinion of the Council the Council considers that such might prove to be inciteful,

harmful, offensive or alarming to members of the public; then

2.3.8.2 in such an event the Council reserves its right to withhold its consent to such proposed Event and the Museum Group shall take immediate steps for the cancellation of the same; and/or

2.3.8.3 in the event that the Museum Group proceeds to host the Event at the Museum or any part of the site, in such an event the Council shall be entitled to terminate this Agreement.

2.3.9 The Museum Group shall continue to provide any other relevant and reasonable information requested by the Council, to the Council upon request.

2.3.10 The Forward Plan shall be a rolling plan, and shall include details of financial arrangements and programme planning together with a draft Forward Plan and the Museum Group shall issue the same to the Council by 30 September of each contract year for the duration of this Agreement. The words, where they appear in Clause 8 a) of the Contract, all exhibitions due to be held in the museum for the next 3 years' shall be delete.

2.3.11 Notwithstanding the provisions in Clause 4 c) of the Contract, and provided the Museum Group has performed and continues to perform its obligations under the Contract and this Agreement to the Council's satisfaction, the Council shall use reasonable endeavours to maintain the Museum in accordance with the British Standard 8210: 2012, Guide to Building Maintenance Management or as may be amended, updated or substituted from time to time but always to good tenable condition and repair.

2.3.12 The Museum Group shall comply with the East Lothian Museums Collection Policy.

3. CONFIRMATION OF CONTRACT

Unless otherwise expressly stated and varied by this Agreement the terms and conditions of the Contract remain in full force until terminated.

1. This Agreement shall be governed by and construed in accordance with Scots Law and the parties submit hereto to the jurisdiction of the Scottish Courts.

2. CONSENT TO REGISTRATION

The parties hereto consent to the registration of this deed for preservation and execution: IN WITNESS WHEREOF these presents together with the Schedule annexed are signed as follows:

they are signed and sealed for and on behalf of **EAST LOTHIAN COUNCIL**

at [redacted] on the [redacted] day of [redacted] 2017 by:

[redacted] Authorised Signatory

[redacted] Full Name
KIRSTIE MACWELL

and

they are SUBSCRIBED for and on behalf of the said Museum Group

at [redacted] on the [redacted] day of [redacted] 2017 by:

[redacted] Authorised Signatory/Chair/President (please state which designation for signing)

ALISTER J. HADDEN Full Name

in the presence [redacted]
Witness [redacted]

Full Name *JAMES ARTHUR SMITH*

Address [redacted]

and [redacted]

Authorised Signatory/Chair/President (please state which *TREASURER*).

Simon Fairnie designation for signing)
Full Name

in the presence of [redacted]
Witness

Full Name JAMES ARTHUR SMITH

Address [redacted]
.....

and

..... Authorised Signatory/Chair/President
(please state which
designation for signing)

..... Full Name

in the presence of :-

Witness

Full Name

Address

.....

This is the Schedule referred to in the foregoing Minute of Variation between East Lothian Council and the Musselburgh Museum and Heritage Group in respect of the Musselburgh Museum

1. The Contract between East Lothian Council and the Musselburgh Museum and Heritage Group together with appendixes thereto dated 27 April and 28 March both in the year 2012.

This is the Contract referred to in the foregoing Minute of Variation of lease between East Lothian Council and the Musselburgh Museum and Heritage Group in respect of the Musselburgh Museum -

Contract for Services

between

East Lothian Council, a local authority incorporated under the Local Government etc. (Scotland) Act 1994 having a place of business at John Muir House, Brewery Park, Haddington, East Lothian EH41 3HA

(the "**Council**")

and

Musselburgh Museum and Heritage Group, Scottish Registered Charity no. SC003967 having its principal office at The Old Town Hall, High Street, Musselburgh, EH21 7BZ

(the "**Museum Group**")

Preamble

The aim of this Agreement is to regulate the operation and management of Musselburgh Museum (the "**Museum**") and as such it is hereby agreed between the Council and the Museum Group the following terms and conditions:

1. **The Agreement**
 - a. This Agreement consists of this contract for services together with the Appendix 1 attached hereto ("**Agreement**").

2. **Commencement, duration and renewal of the Agreement**
 - a. The Agreement will come into effect on 28 March 2011 ("**Date of**

Commencement’);

- b. Subject to the terms of Clause 14 below, this Agreement is valid from the Date of Commencement to 31 March 2012 continuing thereafter on a month to month basis on the agreement of the Council and the Museum Group;

3. **The Museum Group**

The Museum Group shall, for the duration of this Agreement:

- a. assume full responsibility for the operation of the Museum, (aside from any responsibility allocated to the Council under this Agreement) and employ such methods of operation as are from time to time agreed between the Council and the Museum Group;
- b. use all reasonable endeavours to ensure that the Museum is kept open and accessible to the public during such hours and on such dates as the Museum Group specifies in the seasonal plan prepared by the Museum Group in April and November each calendar year and approved by the Council, such approval not to be unreasonably withheld or delayed (the “**Opening Hours**”);
- c. Notwithstanding Clause 3b above the Opening Hours shall consist of not less than eight (8) hours per week throughout the calendar months of April, May, June, July, August and September;

- d. allow for members of the public to access the museum free of charge during the Opening Hours (notwithstanding the foregoing, the Museum Group is permitted to collect donations and may also, with the prior consent of the Council, accept payment for activities carried out within the Museum beyond granting access provided that any funds received thereby are treated as Museum Funds in accordance with the terms of this Agreement);
- e. not take any action and not omit from taking any reasonable action which would cause the Museum Group to cease to be a properly constituted charity registered with the Office of the Scottish Charity Regulator
- f. act at all times in accordance with its constitution and all applicable rules of law; and
- g. maintain an ongoing programme of training to ensure that staff and volunteers receive a level of training appropriate to allow them to carry out their role effectively;

4. **The Council**

The Council shall, for the duration of this Agreement:

- a. provide a building at 65 High Street, Musselburgh (the "**Building**") which is fit for the purpose of being used as the Museum, in accordance with the occupancy agreement contained in Appendix 1 hereto (for the avoidance of doubt, it is the express intention of the Council and the Museum Group that nothing in this Agreement creates any subsisting property or

- a. occupancy right in the Building in favour of the Museum Group outwith the rights granted pursuant to the aforementioned occupancy agreement);
- b. ensure that the Building contains such fixtures, fittings, display cases and other furniture (the "Fittings") as the Council agrees are reasonably required for operation of the Museum by the Museum Group;
- c. ensure that the Building and the Fittings remain fit for purpose;
- d. ensure that the Building and the Fittings are maintained in compliance with the Council's standard policy and procedures for the management of its estate and are cleaned at suitably regular intervals;
- e. ensure that the Building is supplied with telecommunications services - namely a telephone line and broadband internet connection or equivalent;
- f. ensure that the Building is connected to the mains electricity supply and mains water supply (and are supplied with those services);
- g. ensure that the Building has suitable fire safety equipment required by law;
- h. arrange annual safety checking on all fire safety equipment and electrical equipment which is in the Building in compliance with all relevant legislation;
- i. ensure that a representative of the Council is present at

meetings of the Museum Group's Management Committee constituted under its constitution (such representative shall not hold trustee status in relation to the Museum Group);

j. retain ownership of all items which it provides to the Museum Group by virtue of the operation of this Agreement; and

k. pay all charges relating to the items referred to in this Clause4.

5. **The Council Collection**

In this Agreement the "**Council Collection**" means all exhibits, displays, works of art, artefacts, fossils, or other items or objects from time to time displayed, stored or otherwise owned by the Council and kept in the Museum or elsewhere on its behalf and provided to the Museum Group by the Council for these purposes, and any other thing which the Council and the Museum Group agree may be treated as such. The Council Collection shall be managed as part of the East Lothian Council Museums Service Collections Policy as amended from time to time and contained within Appendix 2 of this Agreement.

In relation to the Council Collection:

a. the Council will provide professional support and reasonable and appropriate advice and guidance to the Museum Group in relation to maintenance, storage and display of the Council Collection (professional support provided by the Council under the terms of this clause will be at a level which the Council alone deems appropriate);

- b. the Museum Group will ensure that the Council Collection is maintained, stored and displayed in accordance with the advice and guidance provided under this Clause 5 of this Agreement;
- c. the Council Collection shall, as between the Council and the Museum Group, remain the property of the Council;
- d. all intellectual property rights in photographs, designs or other materials provided to the Museum Group by the Council for the purpose of the operation of the Museum or matters ancillary thereto shall remain vested in the Council;
- e. all intellectual property rights created by the Museum Group by virtue of research or other academic works undertaken or commissioned by the Museum Group shall remain vested in the Museum Group;
- f. moveable property shall not become part of the Council Collection solely as a result of being placed within the Building; and
- g. the Museum Group may display or otherwise use in the Building items loaned to it by third parties or which belong to the Museum Group solely with the express consent of the Council (such consent shall not to be unreasonably refused or delayed). Such items shall not form part of the Council Collection unless the said third parties otherwise expressly agrees and the items are subsequently accessioned to the Council Collection in accordance with the Council's associated procedure).

6. Regulatory Compliance by the Museum Group

The Museum Group shall, in relation to the operation of the Museum:

- a. comply in all respects with any and all applicable and relevant legislation and regulations including but not limited to Health and Safety Legislation, Equality and Discrimination Legislation, Disability Legislation (each as from time to time amended);
- b. indemnify and keep indemnified the Council against all losses, claims, damages, liabilities, costs and expenses (including legal costs) incurred by the Council in respect of any breach of Clause 6.a of this Agreement by the Museum Group;
- c. comply in all respects with any obligations under the Protection of Vulnerable Groups Legislation (the "**PVG legislation**") including but not limited to ensuring each and every individual, including staff, seasonal workers, volunteers as is required complies with the PVG legislation;
- d. indemnify and keep indemnified the Council against any loss, claim, damage, cost expenses incurred as a failure by the Museum Group to comply with Clause 6c of this Agreement (in the event that the Museum Group requires to take any action whatsoever under the PVG legislation, the Museum Group shall notify the Council forthwith); and
- e. ensure that it develops and implements an appropriate policy or policies and appropriate procedures in relation to all of the matters referred to in this Clause 6 so far as they are relevant to the Museum Group's responsibility to operate the Museum in terms of this Agreement.

7. **Regulatory Compliance by the Council**

The Council shall:

- a. in relation to the performance of its duties under, or matters ancillary to, this Agreement, comply in all respects with any and all applicable and relevant legislation and regulations including but not limited to Health and Safety Legislation, Equality and Discrimination Legislation, Disability Legislation (each as from time to time amended);
- b. indemnify and keep indemnified the Museum Group against all losses, claims, damages, liabilities, costs and expenses (including legal costs) incurred by the Museum Group in respect of any breach of Clause 7a of this Agreement by the Council;
- c. ensure that the Building and the Fittings comply for the duration of this Agreement with all applicable laws, including, without limitation, the Disability Discrimination Act 1995, the Equality Act 2010 and all applicable laws pertaining to health and safety, fire prevention or fire safety (each as from time to time amended); and
- d. indemnify and keep indemnified the Museum Group against all losses, claims, damages, liabilities, costs and expenses (including legal costs) incurred by the Museum Group in respect of any breach of Clause 7c of this Agreement by the Council.

8. **Exhibitions and Collection Management**

- a. The Museum Group shall provide a plan for all future exhibitions

(the 'Forward Plan') to the Council. The Forward Plan shall be a rolling plan detailing all the exhibitions due to be held in the Museum for next three years and a draft Forward Plan shall be issued to the Council by 30 September of each contract year. The Council shall liaise with the Museum Group to agree the Forward Plan before 31 October of each contract year. A style of the Forward Plan is contained within Appendix 3 of this Agreement.

- b. The Council and the Museum Group shall agree a method statement detailing the operational management issues of the Museum before the start March of each contract year (the 'Method Statement'). A style of the Method Statement is contained within Appendix 3 of this Agreement.

9. **Funds**

- a. The Museum Group may apply to the Council for funding for aspects of the operation of the Museum, the Museum Group's other obligations in terms of this Agreement, or matters relating thereto. Such applications are separate and distinct to the terms of this agreement and will be considered in accordance with the Council's existing policy and procedures as they are constituted at the time of such an application.
- b. The Museum Group may undertake fundraising activities outwith the scope of Clause 9a of this Agreement for the purposes of raising funds to be applied to the operation of the Museum, the Museum Group's other obligations in terms of this Agreement, or matters relating thereto or as otherwise permitted pursuant to Clause 9a.

- c. The Museum Group will open and maintain a separate bank account within which to retain any and all funds which it holds howsoever obtained for the purposes of the operation of the Museum, the Museum Group's other obligations in terms of this Agreement, or matters relating thereto ("**Museum Funds**").
- d. The Museum Group will set out clearly in advance the purpose of the generation of any income. On receipt of funds the Museum Group shall determine accordingly the disposition of such funds. In the absence of such affirmation the Museum Group shall assume that those funds are to be classified as Museum Funds and deposit and apply them appropriately in terms of this Agreement.
- e. Nothing in this agreement precludes the Museum Group from making an application to the Council or otherwise raising funds for activities outwith the scope of this Agreement. Such applications are separate and distinct to the terms of this agreement and will be considered in accordance with the Council's existing policy and procedures as they are constituted at the time of such an application.
- f. The Museum Group may operate a gift shop within the Building. The Museum Group may undertake other forms of trading within the Building only with the written consent of the Council (such consent not to be unreasonably withheld or delayed). The profits of any trading within the Museum, whether by the operation of a gift shop or otherwise will be treated as Museum Funds.
- g. The Museum Group shall keep and maintain records to the reasonable satisfaction of the Council of all income and expenditure in relation to the operation of the Museum in terms of

this Agreement. The Museum Group shall submit to the Council, annually by 30 September, a copy of such parts of its independently examined accounts as pertain to the operation of the Museum, The Museum Group shall comply with Accounting Procedures as set out as appropriate by the Office of the Scottish Charity Regulator throughout the duration of this Agreement.

10.

Insurance

- a. The Museum Group will indemnify the Council against all liabilities, proceedings, costs, expenses, loss or damage arising from or incurred by reason of any claim, demand or action arising from any breach of this Agreement or failure or negligence by its staff, volunteers or agents in connection with the Museum.
- b. The Council will ensure that suitable insurance is in place in relation to the Building and its contents including, without limitation, the Council Collection.
- c. The Museum Group has sole responsibility for ensuring that appropriate and adequate insurance is in place throughout the duration of this Agreement to cover its liabilities in terms of this Clause 10a.
- d. The appropriate and adequate insurance referred to in Clause 10c above will include Employer's Liability insurance, Public Liability insurance and policies of insurance to provide protection against claims caused by, or alleged to be caused by, the negligence or malpractice of any staff member or volunteer of the Museum Group in the operation of the Museum.

- e. Insurance will be deemed to be appropriate and adequate only if it meets or exceeds the following minimum levels of cover:

£5 million for Public Liability Insurance

£10 million for Employer's Liability Insurance.

- f. The Museum Group shall provide evidence of valid insurance policies that meet the criteria contained in this Agreement to the Council on request.

11. Variation

The terms of this Agreement may only be varied by the mutual agreement in writing of the Council and the Museum Group.

12. Breach

- a. Either party may at any time by notice in writing terminate this Agreement in accordance with Clause 14a if the other party commits any material breach of any of the terms of this Agreement and that breach (if capable of remedy) is not remedied within 30 days notice being given requiring the breach to be remedied.
- b. In the event of a minor breach, the non-defaulting party may notify the defaulting party in writing of the minor breach and allow the defaulting party at least 30 days to remedy the breach. Where the party in breach fails to remedy the breach within the relevant period, the breach shall thereafter be treated as a

material breach (and may accordingly form grounds for termination in accordance with Clause 12a).

- c. Without limitation, a party shall be considered to be in material breach of this Agreement if it takes any action which is (or omits from taking any reasonable action which, by its omission, is) reasonably likely to bring the other party into substantial disrepute.

13. **Force Majeure.**

- a. In this Agreement a "Force Majeure Event" means any event materially affecting the performance by a party of its obligations under this Agreement arising from any act, event, omission, happening or non-happening beyond its reasonable control, which will include, but not be limited to, war or civil unrest, terrorist attack, natural disasters, acts of God and major accidents causing disruption beyond a small localised area.
- b. Where either party's performance is affected or likely to be affected by a Force Majeure Event that has occurred, it must inform the other party as soon as practical. The party affected will be required to produce a plan indicating how it intends to remedy the breach and mitigate its effect on performance of its obligations.
- c. Where either party is unable to perform its obligations under this Agreement due to a Force Majeure Event then that party will be given a period of at least three months to resume performance.
- d. Neither party shall be deemed to be in breach of this

Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations under this Agreement to the extent that such delay or non-performance is due to any Force Majeure Event of which it has notified the other party. Where, after three months, the party affected by the Force Majeure Event has failed to resume performance to reasonable satisfaction of the other party, that other party may terminate this Agreement with immediate effect on giving written notice to the party affected by the Force Majeure Event.

14. **Termination**

- a. Where a material breach of the terms of this Agreement has occurred and the breach has not been otherwise remedied under the terms of this Agreement, the party not in breach may give three months' notice in writing of the termination of this Agreement, such termination having immediate effect on the expiry of the said notice period.
- b. The Museum Group may terminate this Agreement if there has been a material change in the Museum Group's constitution which shall prevent it from meeting its obligations under this Agreement by giving three months written notice to the Council. Such termination having immediate effect on the expiry of the said notice period. During the period of notice both the Council and the Museum Group will continue to fulfil their obligations under this Agreement.
- c. The Council may terminate this Agreement at any time following the first anniversary of the Date of Commencement for any

reason by giving three months written notice to the Museum Group. Such termination having immediate effect on the expiry of the said notice period. During the period of notice both the Council and the Museum Group will continue to fulfil their obligations under this Agreement.

15. **Confidentiality, Data Protection and Freedom of Information.**

- a. Both the Council and the Museum Group are required to comply with data protection legislation. Nothing contained in this Clause 15 shall prejudice these statutory obligations.
- b. Where either party providing information requests that the information is kept confidential, the receiving party will not disclose this information to any third party (third party will not include agents or contractors in this clause), save (i) as required by law and/or (ii) to the extent that the information:
 - is already in the public domain or it subsequently comes into the public domain other than by breach of this Agreement;
 - was demonstrably already known to the receiving party prior to its acquisition from the disclosing party; or
 - has been received from a third party who did not acquire it in confidence from the disclosing party, nor from someone owing a duty of confidence to the disclosing party.
- c. Where either party is requested to disclose information provided by, or concerning the other, to the extent permitted by law, the party who received the request must inform the other party of the request and its intended response before that response is issued.

- d. Where either party is required by statute to provide information the party receiving the request will ask for the consent of the other party to the release of the information. Where such consent is not given the party responding to the request must be satisfied that they are required by law to release the information before doing so.
- e. The Council may release information contrary to this Clause 15 where it is satisfied that it is in the public interest to do so. The determination of whether the release of any information is in the public interest will rest solely with the Council.
- f. The Council is required to judge each '*Freedom of Information request*' on its own merits. The Council reserves the right to release this information where it feels that it is required by law or good practice to do so.
- g. The obligation to keep information confidential will continue after the expiry of this Agreement.

16. **Insolvency**

- a. The Council may terminate this Agreement immediately if the Museum Group becomes insolvent as defined in the Insolvency Act 1986 (as amended) or if a liquidator, receiver or administrator is appointed to the Museum Group.
- b. The Council may at its discretion work with any liquidator appointed to the Museum Group.

17.

Dispute Resolution and Jurisdiction

- a. The Council and the Museum Group will aim to resolve any difference or dispute arising in relation to this agreement through amicable and informal discussions. Where such resolution is not reasonably possible Clause 17b. hereof applies:

- b. Any dispute or difference arising between the Council and the Museum Group hereto regarding the construction or implementation of this Minute of Agreement shall be referred for the purpose of arbitration to a person to be agreed upon by the Council and the Museum Group or, failing agreement within twenty (20) working days after any party has given to the other a written request to concur in the appointment of an arbiter, a person to be appointed on the request of a party by the President of the Law Society of Scotland for the time being. The arbiter shall receive submissions from the Council and the Museum Group within twenty (20) working days of this appointment and shall undertake as a condition of his appointment to issue his decision within forty (40) working days of the date of his appointment. The decision of the arbiter (including any award of expenses) shall be final and binding of the Council and the Museum Group.

18.

Assignment

The Museum Group may assign its obligations under the Agreement with the prior written consent of the Council, such consent shall not to be unreasonably refused or delayed.

19.

Interpretation

This contract will be interpreted in accordance with Scots Law.
The Scottish Courts will have jurisdiction.

These presents typewritten on this and the foregoing [17] pages together with the Appendix in [3] Parts and attached and executed as relative hereto are subscribed as follows:

Signed on behalf of East Lothian Council by:

Signature: [REDACTED]

Print name: THOMAS WILLIAM SKEAZER MBE

Designation: HEAD OF POLICY & PARTNERSHIPS.

Witness Signature: [REDACTED]

Witness name: JUNE MCNEILL

Signing Place: JOHN MUIR HOUSE

Address: HADDINGTON EH41 3HA

Date: 27/04/2012

Signed on behalf of the Museum Group by:

Signature: [REDACTED]

Print name: KEITH JOHNSTON

Designation: CHAIRMAN 10

Witness Signature: [REDACTED]

Witness name: SIMON FAIRNIE.

Signing Place: Old Town Hall

Address: High Street, MUSSELBURGH. EH21 7BZ.

Date: 28/03/2012

This is the Appendix to the Contract for Services between East Lothian Council and Musselburgh Museum and Heritage Group

Appendix 1

Licence to Occupy Museum Premises and Storage Space

WITH RESPECT THAT East Lothian Council and Musselburgh Museum and Heritage Group have come to an Agreement ("the Agreement") to regulate the operation and management of Musselburgh Museum ("the Museum").

We, East Lothian Council, incorporated in terms of the Local Government Etc (Scotland) Act 1994 and having our principal office at John Muir House, Haddington, EH41 3HA ("the Council"), hereby grant a licence to occupy to Musselburgh Museum and Heritage Group, Scottish Registered Charity no. SC003967 having its principal office at The Old Town Hall, High Street, Musselburgh, EH21 7BZ ("the Museum Group") for the purposes described in the Agreement in relation to the subjects known as 65 High Street, Musselburgh, East Lothian, which subjects for part and portion of ALL and WHOLE that area or plot of ground described in and disposed by disposition by James D. Slight in favour of the Provost Magistrates and Councillors of the Burgh of Musselburgh recorded in the General Register of Sasines for the County of Midlothian on 15 May 1919, (hereinafter referred to as "the Building"); but subject to the following conditions:-

(ONE) This licence to occupy the Building shall commence on 28 March 2011 ("Date of Commencement"). This licence to occupy the Building is valid from the Date of Commencement to 31 March 2012 continuing thereafter on a month to month basis on the agreement of the Council and the Museum Group.

(TWO) The provision of insurance, maintenance, services and utilities to the Building and the payment of any charges relating thereto shall be in accordance with the terms of the Agreement.

(THREE) In respect of this licence to occupy the Building, no charge shall be payable by the Museum Group to the Council.

(FOUR) In the event of a conflict between the terms of this licence to occupy and the Agreement the terms of the Agreement shall have precedence.

(FIVE) This licence to occupy is not a lease; the Council and the Museum Group, in entering into this Agreement, acknowledge that nothing contained in the this licence to occupy is to be construed as conferring on the Museum Group the rights of a tenant.

IN WITNESS WHEREOF

Signed on behalf of East Lothian Council by:

Signature:

Print name:

A proper officer for the purposes of Section 235(3) of the Local Government (Scotland) Act 1973 (as amended);

Signing Place:

Address:

Date:

Affix Common Seal:

Signed on behalf of the Museum Group by:

Signature:

Print name:

Designation:

Witness Signature:

Witness name:

Signing Place:

Address:

Date:

Appendix 2 – East Lothian Council Museum Service Collections Policy

**East Lothian Council Museums Service
Collections Policy 2005 - 2010**

Section A: Acquisition and Disposal

1.0 Introduction

- 1.1 This is the Policy Statement regulating the acquisition of items for the Collections of East Lothian Council Museums Service. The adoption and implementation of such a policy by East Lothian Council is a requirement of the MLA Accreditation Scheme for Museums in the UK.
- 1.2 This represents the aims and plans of East Lothian Council at the time of its adoption in June 2005 and as such will be subject to revision as the Museum develops. It is intended that this policy should be reconsidered at least once every five years and no later than June 2010, and a revised statement brought before East Lothian Council for its agreement. The Scottish Museums Council will be notified of any changes to the Acquisition and Disposal Policy and the implications of such changes for the future of existing collections.
- 1.3 This Policy Statement supersedes all previous and existing practices and policies, formal or informal, relating to the acquisition of items for the collections of the museum.

1.4 Description of the existing collections

1.4.1 Social History

This collection comprises the bulk of the collections held by the East Lothian Museums Service, the material of which shall be considered to encompass four broad subject areas:

- i) Domestic Life (household goods including items pertaining to food, drink, ordinary clothing, hobbies, pastimes, crafts and childhood)
- ii) Working Life (local industries and products - agriculture, mining, fishing, manufacturing, retailing and service industries)
- iii) Community Life (all levels of local government, church, education, health, welfare, the military, societies, organizations and public entertainment)
- iv) Seaside Holidays (memorabilia, souvenirs, postcards, costume, beach toys, sports equipment)

Collecting prior to the establishment of the Museums Service in 1990 was on a passive basis in all subject areas. This resulted in patchy, biased collections with many gaps to be filled. The existence of a museum at North Berwick since 1957 has led to better representation in the Collection of the town and area than other parts of East Lothian.

Since March 1997 the Collection has been housed in a purpose built store at Library and Museums Headquarters, Dunbar Road, Haddington. Increased

space and environmental control has allowed objects to be collected which could not have been given appropriate storage in the past. Collecting will continue to take into consideration constraints of storage and conservation requirements.

A priority will be the collecting of items suitable for handling and use in educational and community projects.

1.4.1.1 Domestic Life

This represents a substantial proportion of the Collection. More recent acquisitions have included an early washing machine and radio, 1950s and 60s kitchen implements, and holiday souvenirs, including contemporary and a large collection of bottles which includes some important local examples. Attempts to broaden the scope of the collections to reflect the diversity of daily life in East Lothian with regard to class, geographic location etc., will continue.

1.4.1.2 Working Life

Most of the traditional industries of East Lothian (including agriculture, mining, fishing and milling) and the associated crafts (including net-making, pottery, salt-panning, textiles, glass making) were virtually unrepresented in the collection in 1990. Holdings of agricultural material have improved but it still remains a priority area for future collecting, and more examples of locally founded iron have been collected. Material from the full range of industries in the Prestonpans area continues to be a collecting priority, together with material from industries based outwith the Tranent/Prestonpans/Musselburgh area. Material relating to the fishing industry was collected in the course of the *Scotland's East Coast Fisheries* digitisation project, but holdings remain limited. Examples of occupational costume are also desirable.

1.4.1.3 Community Life

Geographically this aspect of the collection is more representative; material evidence of the churches of North Berwick, Haddington and elsewhere is reasonable. The Ancient Order of Foresters and that of Free Gardeners are well represented, while other organizations are represented in the important banner collection; the programme of remedial conservation of these is continuing. A quantity of uniforms of the Lothian and Border Horse has been collected; also a Second World War battledress and an ARP uniform. An exhibition celebrating the centenary of Dunbar Grammar School has led to the donation of items relating to education.

1.4.1.4 Seaside Holidays

Existing collections include a large number of photographs and postcards, souvenirs, ephemera and documents, camping, picnic and beach equipment, costume, North Berwick's last beach hut and the only remaining rowing boat from Dunbar's outdoor pool. All destinations on East Lothian's coast are represented, but North Berwick and Dunbar dominate.

Work on the SCRAN project *A Change of Air: Seaside Holidays in East Lothian* meant that this part of the collection is particularly well-documented. Building on this foundation, a second phase of the project extended the scope

to seaside holidays in the rest of Scotland. In consequence, and with a view to long-term developments in North Berwick, we will look at this subject on a national, rather than regional basis, although the main focus will be on East Lothian as a destination. Accordingly, objects of a similar nature to those of an East Lothian provenance already held, but from outwith East Lothian will also be collected (but see paragraph 4.3).

A policy of active collecting will continue to improve the scope and geographical distribution of the collection. In addition to artefacts, historic and contemporary photographs, videos, sound recordings and related documentary material shall be acquired in consultation with the Library Service Local History Centre. Film of production at Brunton's Wireworks, and a video from films relating to the outdoor swimming pool at Dunbar have been added to the collection.

1.4.2 Natural History

A substantial collection of local natural history is held, some on display at North Berwick Museum and some in store. Some specimens have suffered light damage from long term display but the majority is in reasonable condition. There is a large collection of birds eggs.

Most local birds are represented, particularly seabirds. Some of the animals are no longer found locally (eg Golden Eagle) but examples in the collection can be used to show effects of changes in habitat etc. The collection of mammals is small and additions are being sought to represent local species - eg hare, vole, grey squirrel, deer. Most butterflies and moths in the collection are exotic species and future collecting will only consider local examples. There are no reptiles or amphibians, and local species would be represented if required for display.

Local species of marine invertebrates are represented; some examples were acquired for handling only and are not part of the collection. Fish are also reasonably represented but could be improved, in particular with regard to the local fishing industry.

Some of the taxidermy was done by local people and is of high quality as well as local interest. Should the opportunity arise, additional relevant examples of this work will be acquired.

The overall collecting objective is to build up a representative collection of local wildlife. Material will only be acquired in accordance with current UK and International laws (such as the 1981 Wildlife and Countryside Act; CITES Agreement) but material in violation of such laws may be accepted if offered by the authorities concerned with their enforcement (ie material confiscated under these acts).

Additions to the collection over recent years have been collected for the purposes of handling/education sessions, and have been much used both by the Museums Education Service and by the Countryside Ranger Service.

Old collections will only be accepted if well documented or provenanced.

1.4.3 Archaeology

There is a small collection of prehistoric material, either unprovenanced or from local sites such as Tantallon Castle. There are examples of the internationally important tiles from North Berwick Priory. Some replica material of significant finds has been in the collection for many years and continues to be a useful display resource.

Future collecting will be in accordance with all relevant legislation, from properly conducted archaeological excavations or such material as may be allocated to the Museums Service under Treasure Trove procedure. A small quantity of material has been acquired through Treasure Trove, including a Bronze Age beaker, and a number of stone anchors were acquired through the Receiver of Wreck.

1.4.4 Geology

A small miscellaneous collection of local and non-local rocks, minerals and fossils, mainly of British origin, is held.

Future collecting will aim to represent the rich geological heritage of East Lothian, particularly with regard to changes in rock formation, and relate to extractive industries, etc.

1.4.5 Numismatics

There is small miscellaneous collection of Scottish and British coins, some trade tokens and commemorative medals. In addition there is a significant collection of local communion tokens. There is some material relating to the failed East Lothian Bank.

Development of the numismatic collection will be restricted to coins, notes, medals and tokens with a particular connection to East Lothian, or such as may be required for display purposes. Coins recovered during the course of archaeological excavations will be accepted alongside other excavated material.

1.4.6 Visual Arts

There is a miscellaneous collection of works of art on paper and canvas. The main strength lies in local history and topography. A bias to works depicting North Berwick has been corrected by recent acquisitions, which have focused on significant East Lothian artists; works by WD MacKay, William Marshall Brown, Sir William Gillies and John Bellamy have been acquired, as has a portrait of the artist Archibald Skirving.

Future collecting objectives will be to acquire works of art depicting local views and subjects and to represent the work of significant local artists past and present. Work by an East Lothian artist could be acquired notwithstanding the subject of the work, if considered appropriate.

1.4.7 Applied Arts

The collection contains a mixture of ceramics, glass, furniture and textiles of local and non-local origin. Belfield and Makmerry pottery is represented, as well as non-local items. A priority will be extending holdings of East Lothian made ceramics. A small collection of glassware from the eighteenth century to the present includes table and decorative items, including glass rolling pins. The work of contemporary local glass decorators is represented.

Recent acquisitions include a 1920 wedding dress, and other examples of 1920s and 1930s female costume. Some textiles in the collection have suffered light damage through prolonged display prior to 1990. The conservation programme means that some items are now able to be displayed once more. Future acquisitions in this area are anticipated.

Collecting priorities will be locally made ceramics, glass and decorative textiles. Examples of the work of the early Prestonpans potteries and contemporary ceramic artists are particularly desirable. Furniture should be locally manufactured or types commonly used in East Lothian. One East Lothian clock is in the collection, and attempts to record the work of local craftsmen shall continue. Items provenanced to but not made in East Lothian may be collected if considered appropriate for specific purposes of representation. Constraints of storage and conservation will be considered at all times.

1.5 Future Collecting

The general intention of the policy shall be to strengthen the scope of the existing collections by filling gaps to reflect the objectives of the Museums Service, namely to seek to preserve, safeguard and communicate material evidence of East Lothian's cultural heritage and to encourage the participation of the local community in this process for the purposes of study, education and enjoyment.

2.0 General Rules for Acquisition

- 2.1 The Museums Service recognises its responsibility, in making new acquisitions, to ensure that care, documentation and use of the collections will meet the Accreditation Standard. Accordingly, it will consider limitations on collecting imposed by factors such as inadequate staffing, storage and care of collections arrangements. Where the acquisition of any item would result in significant financial implications, the matter will be referred to the Council for decision.
- 2.2 The Museums Service will exercise due diligence and will make every effort not to acquire, whether by purchase, gift, bequest or exchange, any object or specimen unless the governing body or responsible officer is satisfied that the museum can acquire valid title to the item in question.
- 2.3 In particular, the Museums Service will not acquire any object or specimen unless it is satisfied that the object or specimen has not been acquired in, or exported from, its country of origin (or any intermediate country in which it

may have been legally owned) in violation of that country's laws. For the purposes of this paragraph 'country of origin' includes the United Kingdom.

- 2.4 In accordance with the provisions of the UNESCO 1970 Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property, which the UK ratified with effect from November 1 2002, and the Dealing in Cultural Objects (Offences) Act 2003, the Museums Service will reject any items that have been illicitly traded. The Governing body will be guided by the UK national guidance on the responsible acquisition of cultural property issued by DCMS in 2005.
- 2.5 So far as biological and geological material is concerned, the Museums Service will not acquire by any direct or indirect means any specimen that has been collected, sold or otherwise transferred in contravention of any national or international wildlife protection or natural history conservation law or treaty of the United Kingdom or any other country, except with the express consent of an appropriate outside authority.
- 2.6 Under the legal principles of Treasure Trove and *bona vacantia*, the discovery of antiquities in Scotland is a matter for report to the Crown. Scottish archaeological material will therefore not be acquired by any means other than allocation to the Museums Service by the Crown, normally on the advice of the Treasure Trove Advisory Panel or the Historic Scotland Finds Disposal Panel, unless a the Museums Officer, acting on the Council's behalf, is satisfied that valid title to the item in question can be acquired, such as by certificate of 'No Claim' from the Treasure Trove Advisory Panel Secretariat.
- 2.7 The only exceptions to the above General Rules – 2.2, 2.3, 2.4, 2.6 – will be in specific circumstances where the museum is either:
- acting as an externally approved repository of last resort for material from the UK; or
 - acquiring an item of minor importance that lacks secure ownership history but in the best judgment of experts in the field concerned has not been illicitly traded; or
 - acting with the permission of authorities with the requisite jurisdiction in the country of origin; or
 - in possession of reliable documentary evidence that the item was exported from its country of origin before 1970.

In these cases the Museums Service will be open and transparent in the way it makes decisions and will act only with the permission of an appropriate outside authority.

- 2.8 The Museums Service will use the statement of principles 'Spoliation of Works of Art during the Nazi, Holocaust and World War II period' issued for non-national museums in 1999 by the Museums and Galleries Commission.

3.0 Collecting Procedures - including gifts and loans

- 3.1 The Museums Officer, as the Council's senior museum professional, will normally have delegated authority and responsibility for the acceptance or rejection of potential gifts or bequests to the Museum Service, for soliciting gifts of material for the collections within the terms of this policy, and for making recommendations and taking action on the purchase of material in accordance with this Policy and within the Council's normal standing orders.
- 3.2 Items offered to the Museum as gifts or bequests will not normally be accepted if they are subject to any restrictive covenant or special conditions, such as that they be displayed in a particular way. In exceptional circumstances, if the Museums Officer feels that the item(s) in question are of over-riding importance, the Council may be asked to approve the acquisition of a specific item to which conditions are attached. A general exception to this rule will be deemed to exist in respect of restrictive covenants or conditions intended only to assure the permanent protection of the item concerned in the Museum's collections, such as restrictions placed upon any legal powers of disposal that the Museum may have; under such circumstances, the Museums Officer may reasonably recommend that the Council accept the gift or bequest in question.
- 3.4 The acceptance of items, on loan, normally for a finite period for display or specific study, may be authorised by the Museums Officer acting on the Council's behalf. In exceptional cases, a privately owned item of major importance that falls within the scope of this Policy may be accepted on a finite long loan, whether or not it is required for immediate display or study. No item will be received on "permanent loan", a term which has no legal status. The period of all loans will normally be agreed in writing between the Museums Officer and the owner of the item at the time of deposit. Where the term of a loan has expired, it may be renewed or extended for further finite periods, at the discretion of both the owner and the Museums Officer.

4.0 Collecting Area

- 4.1 The Collecting Area for the Museum will be the area defined by the boundaries of East Lothian, except in the case of seaside holiday material, where the area will be the whole of Scotland.
- 4.2 The period of time to which the collection relates will be from the earliest times to the present day.
- 4.3 The museum will take account of the collecting policies of other museums and other organisations collecting in the same or related areas or subject fields. It will consult with these organisations where conflicts of interest may arise or to define areas of specialisms, in order to avoid unnecessary duplication and waste of resources.
- 4.4 Items made in, at some point used within, or otherwise provenanced to the Museums Service's Collecting Area, may be acquired, regardless of their location at the time of acquisition. Where this involves the collection of items

from a place within the geographical sphere of influence of another museum, a principle of open actions and good communications will apply.

- 4.5 In an emergency, and to ensure the preservation locally and in public ownership of important material, the Museums Officer is exceptionally authorised to collect material from outside the museum's stated collecting area, relating to those parts of (the general area) not yet covered by any museum service. Such material is acquired on the understanding that it may be transferred to other museums at a future time.
- 4.6 Where the Museum seeks to collect the work of "local" artists, or to acquire "local" views, the area defined at 4.1 and 4.2 above will normally be used as the basis for decisions.
- 4.7 Acquisitions outside the current stated policy should be made in very exceptional circumstances, and then only after proper consideration by the Council itself, having regard to the interests of other museums.

5.0 Disposal – General Principle

- 5.1 By definition, East Lothian Council Museums Service has a long-term purpose and should possess (or intend to acquire) permanent collections in relation to its stated objectives. The Council accepts the principle that, except for sound curatorial reasons, there is a strong presumption against the disposal of any items in the Museums Service's collection.

6.0 Reasons for Disposal

- 6.1 To remove from the collections any item which is too badly damaged or deteriorated to be of any further use for the purposes of the Museums Service.
- 6.2 To improve the curatorial care of the collections by the disposal of duplicate or unprovenanced material of low intrinsic relevance to the Acquisition Policy.
- 6.3 To transfer to the ownership of another Accredited museum any item which, by reasons of changes in public, social or educational need, administrative responsibility, development priorities, or the establishment of a new Accredited museum, the Museums Officer advises the Council would be more appropriately placed elsewhere.

7.0 Authority for Disposal

- 7.1 No museum item may be disposed of without the specific authority of the Council. Such a decision will be the responsibility of the Council members, acting on the advice of their Museums Officer and not of the Museums Officer or any person acting alone.

- 7.2 The Museums Service will establish that it is legally free to dispose of an item. Any decision to dispose of material from the collections will be taken only after due consideration.
- 7.3 Decisions to dispose of items will not be made with the principal aim of generating funds.
- 7.4 If the disposal of a quantity of similar material is proposed, the Council may, however, give the Museums Officer delegated authority to act in the specific, once a general principle has been approved.
- 7.5) Where recommendations concerning the disposal of museum items are to be made, it is understood that there will need to be certain preliminary investigations before a report can usefully be brought before the Council. This may include such matters as obtaining valuations, seeking the views of donors, and contacts with other Accredited museums which may be interested in accepting transfers. Within the terms of this policy, it is understood that the Museums Officer has authority to act in this way, without prejudice to the Council's eventual decision.

8.0 Disposal of Purchases, Gifts and Bequests

- 8.1 When disposal of a museum object is being considered, the Museums Service will establish if it was acquired with the aid of an external funding organisation. In such cases, any conditions attached to the original grant will be followed. This may include repayment of the original grant.
- 8.2 Items given or bequeathed will not normally be disposed of without prior consultation with the original donors or their families within the first generation, and wherever possible their approval should be obtained to the course of action proposed. This is, however, a matter of courtesy rather than a legal requirement. The Museums Officer shall be entitled to waive this requirement where all reasonable efforts to trace a donor have failed, and additionally where no details of the donor exist.
- 8.3 In appropriate circumstances, having taken account of the procedure set out in paragraphs 7.1 – 7.5 and 9.1 – 9.3 of this Policy, the Museums Officer may recommend the return of an item to its original donor.

9.0 Disposal Procedure

- 9.1 Once a decision to dispose of material in the collection has been taken, priority will be given to retaining it within the public domain, unless it is to be destroyed. It will therefore be offered in the first instance, by gift, exchange or sale, directly to other Accredited (or Registered) Museums likely to be interested in its acquisition.
- 9.2 If the material is not acquired by any Accredited (or Registered) Museums to which it was offered directly, then the museum community at large will be advised of the intention to dispose of the material, normally through an

announcement in the Museums Association's Museums Journal, and in other professional journals where appropriate.

- 9.3 The announcement will indicate the number and nature of specimens or objects involved, and the basis on which the material will be transferred to another institution. Preference will be given to expressions of interest from other accredited Museums. A period of at least two months will be allowed for an interest in acquiring the material to be expressed. At the end of this period, if no expressions of interest have been received, the museums may consider disposing of the material to other interested individuals and organisations.

10.0 Disposal by Destruction

- 10.1 The destruction of a museum item will only be acceptable if it has been seriously damaged, or has deteriorated beyond the point of further usefulness to the collection. The decision to de-accession in this way must be authorised by the Council acting on the advice of the Museums Officer. The item will need to be formally de-accessioned and the destruction must be carried out in a discreet, confidential and permanent fashion.

11.0 Procedure Following Disposal

- 11.1 Full records and photographs will be kept of all disposals from the Museum Service collection. Where items have been disposed of, this shall be recorded in the appropriate register.
- 11.2 Where a museum item is transferred to another Accredited museum, all the associated documentation must accompany the item or follow within a period of one month. Where appropriate, this will include any photographic records. The Museums Service will retain on file copies of key sections of the documentation for future reference in accordance with the SPECTRUM Procedure on deaccession and disposal.
- 11.3 Any money received by East Lothian Council as the result of the sale of a museum item must be used for the benefit of the collection. Normally this will mean it is placed in the Purchase Fund and used for the acquisition of further items but in exceptional cases improvements relating to the care of collections may be justifiable. Advice on these cases will be sought from MLA.

12.0 Management of Archives

- 12.1 As the Museums Service holds archives, including photographs and printed ephemera, the Council will be guided by the Code of Practice on Archives for Museums and Galleries in the United Kingdom (3rd ed., 2002).

13.0 Definitions

- 13.1. East Lothian Council Museums Service is defined as those premises, staff and collections of original material which may from time to time be under the control of the Museums Officer. At the time of adoption of this Policy, this principally encompasses Museums HQ (Dunbar Road, Haddington); Dunbar Town House Museum; Prestongrange Museum; John Muir's Birthplace; and North Berwick Museum, although paintings and other works of art, normally held in other Council premises, are generally recognised as being the responsibility of the Museums Service. The term "Museum" is used in a functional sense, and may at all times be taken to subsume the terms "Gallery", "Art Gallery", "Heritage Centre" or otherwise as appropriate.
- 13.2. "Collections" are defined as:
- "any item entered in the Accession Registers of the Museums Service, whether as gift, or purchase, together with any item not entered in the Accession Registers, but in the possession of the Museums Service at 1/9/1990, which was donated or purchased with the intention that it should become part of the Collections."*
- "Valid title" is defined as valid legal ownership.*
- 13.3. The Museums Officer is defined as being the professional officer responsible to the Council through the Director of Community Services for the operation of the Museums Service according to proper professional standards. The Museums Officer must have a relevant degree; have achieved the Associateship of the Museums Association, and have experience of the principles and practice of museum operation and management as may be determined to be acceptable by the Scottish Museums Council.

Section B: Documentation

1.0 Overview

1.1 Accurate documentation of the collection is a prerequisite for all other museum activity. For example:

- it enables access to the items in a collection
- provides a method of audit for staff
- demonstrates public accountability and evidence of ownership
- enables interpretation of items and collections, particularly through associating objects and specimens with their histories.

1.2 Standards

1.2.1 SPECTRUM: The UK Museum Documentation Standard is the nationally accepted standard for documentation. Manual and computerised documentation procedures for new objects entering East Lothian Council Museums Service comply with the requirements of the MLA Accreditation scheme, and meet SPECTRUM standards.

The overwhelming majority of the existing records meet basic standards. A programme will be initiated to bringing existing documentation up to a higher standard, for example incorporating the more detailed **Scran** records into the main database.

- 1.2.2 All documentation (new and retrospective) will be carried out to meet Spectrum minimum standards, as outlined in the **Documentation Manual**.
- 1.2.3 The Documentation Manual is a working document, and will be revised and updated as required to meet best practice guidelines.

1.3 Documentation Plan

1.3.1 The Museums Service has recently produced a Documentation Plan detailing the current state of the collections documentation and outlining a plan to deal with the backlog, assuming current staffing levels. This plan will be incorporated into the forward planning process.

1.3.2 The progress of the Documentation Plan will be monitored, and the plan will be regularly revised and updated.

Section C: Collections Care

1.0 Background

1.1 From the MLA Museums Accreditation standard:

'In order that museums may ensure provision of the greatest possible level of access to their collections, both now and in the future, it is crucial that the collections are cared for properly. Care of collections underpins access and learning, and maintaining sustainable care arrangements for collections is therefore critical to these activities. Caring for objects and whole collections can be a complex and daunting task, but progress can be made on a day to day basis. Each museum must aim to store, handle, display and use its collections in such a way as to minimise the risk of damage and deterioration, thereby increasing long-term access to and appreciation of the collections.'

1.2 The following Collections Care policy identifies the key areas of the work of the Museums Service that impact on collections care, current practice and areas for development.

2.0 Collections Care Policy Overview

2.0.1 The following factors will be considered in this policy; planning for collections care, preventative conservation, remedial conservation, collections storage, collections audit, environmental monitoring and housekeeping.

2.1 Planning

2.1.1 Collections care is a key part of the work of the Museums Service, and as such it is at the core of the forward planning process. Each forward plan includes a programme to institute improvements in collections care to ensure that necessary improvements are made over time, on the basis of priority.

2.1.2 Forward planning of collections care activity draws on spot checks on items on display and in storage, analysis of the collections database to get an overview of the condition of the collection, and service priorities such as exhibitions. The general condition of the collection is reviewed annually to enable improvements to be prioritised. Recommendations for action are produced and included in the service forward plan as well as the forward job plans of relevant members of staff.

2.1.3 The Museums Service will incorporate Condition Assessment Tool ('CAT'), recently published by the Scottish Museums Council into the collections care planning process.

2.2 Preventative Conservation

2.2.1 Preventative conservation encompasses a range of care of collection practices and procedures that benefit the collection as a whole. These include:

- Monitoring and control of environmental conditions
- Improvement of storage conditions
- Quarantine procedures and full assessment of the condition of new acquisitions
- Training of staff or volunteers
- Improvement in disaster procedures

2.2.2 Preventative conservation activity such as cleaning or minor repair of items is undertaken with reference to relevant Scottish Museums Council, Museums Libraries and Archives and Museums and Galleries Commission publications including the *Condition Assessment Tool (CAT)* and *Benchmarks in Collection Care for Museums, Archives and Libraries: A self-assessment checklist*. It is also carried out by staff working under the instruction of a conservator or other appropriately experienced or qualified person. In this regard relevant training in preventative conservation will be sought as need or opportunity arises.

2.2.3 Records are kept of all conservation work carried out on items in the collections as per the Spectrum Procedure: Conservation and Collections Care.

2.2.4 East Lothian Museums Service will compile a **conservation strategy** in relation to collections and museum sites and buildings over the period of the current forward plan.

2.3 Remedial Conservation

2.3.1 Remedial conservation work, also referred to as interventive conservation, includes:

- Work to conserve items, minimising further decay.
- Restoration work, with aesthetic and operational considerations in mind;
- Production of supports for display or packing.

It is carried out by or under the supervision of a conservator. Any conservator or conservation practice that is contracted to provide advice or services is included on the Conservation Register operated by UKIC and, where available, a professionally accredited conservator is used. The museum service has commissioned a number of condition surveys from qualified conservators. These have been used (and will continue to be used) to develop a programme of remedial conservation work on the collections, and to assist in the completion of grant aid applications for conservation work.

2.3.2 A mutual agreement is to be reached through discussion with relevant parties as to the conservation approach and treatment, etc. with reference to this

care of collections policy, the contemporary forward plan, any aims and objectives of relevant projects and any other relevant plans or policies e.g. access policy.

- 2.3.3 The Museums Officer has delegated responsibility to authorise conservation of items in the Museums Collection.
- 2.3.4 Records are kept of all conservation work carried out on items in the collections as per the Spectrum Procedure: Conservation and Collections Care.
- 2.3.5 East Lothian Museums Service will compile a conservation strategy in relation to collections and museum sites and buildings over the period of the current forward plan.

2.4 Storage

- 2.4.1 A significant proportion of the Museums Service Collection is not on display at any one time. Therefore, providing appropriate storage conditions for these objects is very important for their preservation. The bulk of the items in store are housed in the Museums Store located in Library and Museums HQ in Haddington. The store is a modern purpose built air-conditioned space with a stable environment.
- 2.4.2 The storage space available is currently not used to its greatest potential so the service will undertake projects over the period of the current forward plan to rectify this, subject to budgetary constraints.
- 2.4.3 The Museums Service will seek to improve the storage of the collection with reference to relevant Scottish Museums Council, Museums Libraries and Archives and Museums and Galleries Commission publications including the *Condition Assessment Tool (CAT)* and *Benchmarks in Collection Care for Museums, Archives and Libraries: A self-assessment checklist*.
- 2.4.4 A plan of the museum store is contained in the Documentation Manual.
- 2.4.5 Objects will be stored using materials appropriate to their composition and condition. A list of acceptable storage materials is contained in the Documentation Manual.

2.5 Audit

- 2.5.1 East Lothian Museums Service does not currently have a formal method of audit in relation to the collections. Documentation is kept up to date and a random check on object locations carried out on a regular basis using the computerised database. Searches are initiated using old documentation systems for any items that cannot be located. A note is kept of wrongly or inadequately documented objects, or undocumented objects to allow updating. We will work towards the creation of a system of auditing the collections using the SPECTRUM standards, and recommendations that have arisen from the Documentation Plan.

2.6 Environmental Monitoring and control

- 2.6.1 The environmental conditions of the main store and the museums display areas are monitored on a regular basis. The results are recorded, evaluated and retained and steps taken to remedy any problems found. The factors taken into consideration are relative humidity, temperature and light levels (visible and ultraviolet) where appropriate.
- 2.6.2 The Museums Service currently has four Hanwell Telemetric Data Loggers in the Museums Store all connected to the main collections computer. These dataloggers are recalibrated on a biannual basis by the manufacturer. Environmental conditions in the display areas and museums are monitored used thermohygrographs. The Museums Service will look to upgrading all museum sites to data loggers connected to the main collections computer over the period of the current forward plan (2005 – 8).
- 2.6.3 To ensure that collections are not at risk of damage from unsuitable environmental conditions the collection is housed such that it is protected from potentially harmful environmental conditions as far as possible. Good house keeping techniques such as ensuring doors are kept closed are also used to control the environment in the museums store. Objects are stored and displayed in conditions appropriate to their composition and condition, for example sunlight does not fall directly on any light-sensitive material while on display.
- 2.6.4 Necessity means that a very small proportion of the Museums Collection is housed in less suitable conditions (for example the locomotives at Prestongrange Museum). The Service will explore the different development possibilities to rectify this situation over the period of the current forward plan (2005 – 6) with a view to improving the storage conditions of this part of the collection.
- 2.6.5 The buildings used to house collections are regularly inspected taking into account potential threats to collections from, for example, leaky roofs, poor wiring, internal pipe work, blocked gutters and ill-fitting windows or doors. Any problems that are identified and assessed during these inspections, are reported to the relevant Officer in ELC Property Department and a programme is put in place to remedy identified faults. Plant and equipment is inspected periodically. Buildings that are unoccupied for all or parts of the year are visited and inspected regularly.

2.7 Housekeeping

- 2.7.1 High standards of housekeeping are maintained to reduce the likelihood of problems such as pest infestation occurring. The collections and storage areas are carefully cleaned, using appropriate products, and all display and storage areas and storage furniture are cleaned and visually inspected regularly.
- 2.7.2 All incoming material and acquisitions are examined for signs of infestation, dampness or mould. Advice is sought on appropriate remedial action and action is taken to deal with any problems identified.

All items that show signs of pest infestation are kept isolated from the rest of the collection until treated. Advice is sought and action is taken on appropriate treatments.

- 2.7.3 Display and storage areas are monitored for the presence of insects and rodents, and traps are regularly checked. Trapped insects are identified.

Section D: Security

1.0 Security

- 1.1 Expert assessment of security arrangements for all venues will be obtained during 2005 with a view to implementing the recommendations over the period of the next forward plan (2005 – 8).
- 1.2 The security arrangements will be reviewed every five years, with the next review due in 2010.
- 1.3 Advice will be sought in the first instance from Lothian and Borders Police Community Safety Officers. These surveys will be conducted in the company of a member of the Museums Service staff and will cover the following: all museum premises (and the main museum store), their immediate locations and the collections, identification of particularly vulnerable collections, an assessment of the physical protection and alarm systems, staff invigilation, inventory check procedures and security arrangements relating to staff and visitors will also be considered.

2.0 Emergency Plan

- 2.1 The Museums Service has compiled an **Emergency Manual**, based on the model provided by East Midlands Museums Service. The manual is intended to form the basis of a full Emergency Plan or Business Contingency Plan, which will be compiled over the period of the current forward plan (2005 – 8) in consultation with relevant partners. The resultant Emergency Plan will then be revisited and updated on an annual basis, and subject to a full review after 5 years. The manual includes:
 - the arrangements for staff and visitors
 - the arrangements for collections and buildings
 - risk assessments of threats such as fire, water, theft and vandalism or other disasters
 - procedures to be followed by staff on discovery of an emergency.
- 2.2 Risk assessments will be carried out by appropriately trained staff.
- 2.3 Museums Service curatorial staff will receive appropriate training in managing safely to facilitate ongoing risk management.

Appendix 3 – Style Method Statement and Style Forward Plan

Special Display schedule

November 2011

3	2013	Jan	Dec	Fighting, forces and the Forth	500th anniversary of Flodden - lot of coverage. 700th anniversary of Bannockburn in 2014	Pinkie Cleugh, Bonnie Prince Charlie & Prestonpans, Cromwell, Garrisons in Musselburgh, Royal Scots	www.flodden1513.com http://www.theroyalscots.co.uk/pag/e/museum/	Services and the Sea funding available for this year. Battle of Pinkie Cleugh Group interested.	One application made to MacRobert Trust - advised to withdraw it and reapply 2012
4	2013			Fighting, forces and the Forth		Fisherrow & fishing		Services and the Sea funding available - could be merged with number 3 above	One application made to MacRobert Trust - advised to withdraw it and reapply 2012
5	2014			Sporting Heros	Commonwealth Games	re-use 2 above	www.glasgow2014.com		
6	2014			Homecoming Scotland 2014	Homecoming celebration	Use material from I Kent his Father, perhaps make links with Musselburgh Dunedin			
7	2015			Celebrating Youth		Youth groups - scouts, guides, bbs, schools, QMJU			
8	2015			Musselburgh's art & artists		Handyside Ritchie, Munros, Mamas, music, dance, Knights photographs		Information available from I Kent his father and Pastimes	
9	2016	January	Dec	Riding of the Marches and the town	next Riding	Info already in store plus links to what the ELC group is doing. Bill Caird & John Downie busts.		Obtain Town Robes from ELC. Contact ELC committee.	

Special Display schedule

November 2011

Year	From	to	Topic name	Rationale	Ideas	Associated sites	Notes	Funding	
1	2012	March	July	Musselburgh's Royal connections	Queen's Diamond Jubilee	Focus on Quveen Elizabeth, the Queen Mother and links with Carbery, Bruntons, Royal Scots etc. Margaret Rhodes (Queen's cousin, daughter of Lord Elphinstone) worked for 'M' and her book. The Final Cursey is out in paperback next year. Other royal connections: David 1, Regent Moray & Mar, James V & Loretto hermitage, Mary QofScots, Bonnie Prince Charlie	<p>http://www.direct.gov.uk/en/NI1/Newsroom/DG_197517</p> <p>http://culture.gov.uk/what_we_do/honours/diamondjubilee.aspx</p>	<p>See article in Times, 3rd October 2011 re M Rhodes. QM opened Brunton Hall - opportunity to link with their refurbishment. Festival of Museums application for Mary Queen of Scots activities</p>	<p>One application made & rejected. Consider Awards for All application</p>
2	2012	August	Dec	Sporting heros	Olympics & paralympics	sports clubs & memorabilia, reuse golf, racecourse	<p>www.london2012.com</p>	<p>NB Bank of Scotland supporting the Olympics. Consider linking with Musselburgh Sports Centre</p>	<p>One application made & rejected. Consider Awards for All application</p>

East Lothian Council Museums Service (ELCMS) and Musselburgh Museum and Heritage Group (MMHG) Operational Method Statement

Musselburgh Museum will be managed by a sub-committee of MMHG, which is a Scottish Registered Charity, number SC003967. The remit and membership of the sub-committee are described below:

Museum Management Committee Membership:

- MMHG Vice Chair (to chair the sub-committee) He/she will be *de facto* the voluntary curator for the Museum
- Trustee/volunteer with responsibility for facilities and systems
- Trustee with responsibility for retail trading
- ELCMS Principal Museums Officer
- Museum Steward volunteer to be elected from current MS volunteers on an annual basis
- One other member ideally with culture and heritage experience

The Sub-committee may co-opt up to two additional members for specific tasks/projects. Their membership will be time limited.

Responsibilities:

1. To ensure the smooth running of the Museum and of the retail outlet on a day to day basis
2. To develop a Forward Plan for the future development of the Museum to be presented to the MMHG Management Committee and ELCMS on an annual basis by 30th September, for approval by 31st October.
3. To arrange a planned programme of changes to the displays and exhibits, commissioning art work and arranging loans from national museums and other sources as required.
4. To agree additional activities to complement the work of the Museum
5. To monitor the operation of the retail outlet and agree new/additional stock as required.
6. To agree statistical and other information to be collected to determine the success of the museum and to report on these on a quarterly basis.
7. To review and propose any changes to the opening hours and days
8. To provide an annual report on the operation of the Museum that will form part of the Trustees Annual Report and also for ELCMS
9. To monitor and report on any building or systems faults as necessary
10. To agree the Operational Method Statement and review annually in February.

Standing Orders

1. The Sub-committee will meet at least quarterly at which a formal minute will be kept.
2. Three members must be present to form a quorum for a meeting, one of whom must be the ELCMS Principal Museums Officer or his/her representative.
3. In the absence of the chair of the Sub-Committee, members will elect one of the members present to chair that meeting.
4. The Sub-Committee has the authority to agree expenditure for the Museum up to a maximum of £ 500. Any expenditure in excess of this has to be referred to the MMHG Management Committee.
5. All meetings will be conducted in accordance with best practice.

Review: The MMHG Management Committee will receive the remit and membership of the Sub-committee every two years. Any member of the sub-committee who holds that membership by virtue of being a trustee will cease to be a member if he/she ceases to be a trustee.

- 
----- ELC
- 
----- Museum Group Chair
- 
----- Museum Group Vice Chair
- 
----- Museum Group Treasurer

MINUTE OF VARIATION

between

EAST LOTHIAN COUNCIL

and

THE COASTAL COMMUNITIES MUSEUM
TRUST

2016

SUBJECTS:

COASTAL COMMUNITIES
MUSEUM, NORTH BERWICK,
EAST LOTHIAN

MINUTE OF VARIATION OF LEASE

between

EAST LOTHIAN COUNCIL, the Local Authority for the administrative area of East Lothian incorporated in terms of the Local Government etc. (Scotland) Act 1994, and having its principal place of business at John Muir House, Haddington, East Lothian (hereinafter called "the Council");

and

THE COASTAL COMMUNITIES MUSEUM TRUST, a Scottish Charitable Incorporated Organisation with charity number SC043666 and having its principal office at Coastal Communities Museum, School Road, North Berwick EH39 4JU (hereinafter called "the Museum Trust");

WHEREAS:

- (One) The Council and the Museum Trust entered into a Contract for Services to regulate the operation and management of the Coastal Communities Museum (as such "Coastal Communities Museum" is more particularly defined in the Contract) ("the Museum") on 29 May and 18 June both in the year 2013 ("the Contract"); and
- (Two) for the purposes of the said operation and management of the Services the Contract contains a licence entitling the Museum Trust to occupy the Museum for the purposes set out in the Contract; and
- (Three) Although the Contract contains an expiry date of 29 May 2016 ("Expiry Date"), it has in fact been continuing month to month thereafter since the Expiry Date; and
- (Four) the Parties wish to make some amendments to the Contract, including formalising a new date on which the contract is to expire;

IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:-

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this deed the following words and phrases shall have the meanings respectively ascribed to them as follows:-

"this Agreement"	means this Minute of Variation;
"the Business Plan"	shall have the meaning set out in and in accordance with Clause 8 of the Contract and subject to the variation set out in Clause 2.2.10 of this Agreement;
"the Effective Date"	means the last date of execution of this Agreement;
"the Expiry Date"	means the date falling the day before of the fifth anniversary of the Effective Date"
"Opening Hours"	shall have the meaning set out in 2.3.1 herein;
"the Service"	means the operation and management of the Museum by the Museum Trust at the Museum in terms of the Contract and this Agreement;

- 1.1 In this Agreement, unless otherwise specified or the context otherwise requires:-
- 1.1.2 words importing any gender include all other genders;
 - 1.1.3 words importing the singular number only include the plural number and vice versa;
 - 1.1.4 words importing persons include corporations and vice versa;
 - 1.1.5 references to any other document other than this Agreement are references to that document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;
 - 1.1.6 any reference to a Clause is to the relevant Clause of this Agreement;
 - 1.1.7 unless expressly stated to the contrary in this Agreement, reference to any statute or statutory provision (including any subordinate legislation) includes any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, legislation, instruments or other subordinate legislation made under the relevant statute or statutory provision;
 - 1.1.8 For the avoidance of doubt, nothing herein contained or implied or done in

terms of this Agreement shall prejudice or affect the powers, rights, duties and obligations of East Lothian Council or its statutory successors as Local Authority, Planning Authority, Building Control Authority, Roads Authority or similar such authority under or by virtue of any public or local Act, order, statutory instrument, regulation or byelaw or relieve the Museum Trust of the necessity of obtaining from East Lothian Council or its statutory successors in said capacity all consents, permissions, warrants and/or approvals as may be requisite under or by virtue of any such public or local Act or others;

- 1.1.9 any phrase introduced by the words "including", "include", "in particular" or any similar expression is illustrative only and is not to be construed as limiting the generality of any preceding words.
- 1.2 The headings in this Agreement are included for convenience only and are to be ignored in construing this Agreement.

2. VARIATION

The parties hereby agree that from and after the Effective Date (notwithstanding the date or dates hereof):-

- 2.1. The Contract shall expire on the Expiry Date;
- 2.2. The Council hereby permits the Museum Trust licence to occupy the Museum for the purposes of providing the Service.
- 2.3. Notwithstanding the provisions of the Contract and in order to deliver the Service:
- 2.3.1. the Museum Trust shall ensure that the Opening Hours shall consist of not less than 6 hours per week for no less than 26 weeks in any given calendar year; and
- 2.3.2. the Museum Trust shall permit members of the public to access the Museum free of charge, declaring for the avoidance of doubt:
- 2.3.2.1. the Museum Trust shall be permitted to ask for and collect voluntary donations, and any such donations received shall be deemed to be Museum Funds in terms of [] herein;
- 2.3.2.2. the Museum Trust shall be entitled to charge visitors to the Museum a fee for one off special events, activities or exhibitions not consistently held at the Museum (such

special events, activities or exhibitions shall be hereinafter referred to as "Events"), but only in so far as to cover costs incurred by the Museum Group, provided it has:

- 2.3.2.2.1. obtained the prior approval of the Council to the exhibition and the proposed rate of fee; and
 - 2.3.2.2.2. the Museum Trust ensures that the Museum itself continues to remain open to the public free of charge during Events;
 - 2.3.2.2.3. such Events are ring-fenced or separated from the main exhibition of the Museum.
- 2.2.3 The Council shall continue to provide the cleaning service to the Museum Trust, and the Museum Trust shall use reasonable endeavours to maintain and keep the Museum clean and tidy and indemnify the Council against any damage caused to the Museum resulting from any act or omission of the Museum Trust, its employees, agents or volunteers or for anyone for whom the Museum Trust is responsible in law;
 - 2.2.4 The Museum Trust shall notify the Council immediately upon becoming aware of any damage done to the Museum, or any wear and tear that requires to be maintained, repaired or replaced immediately upon becoming aware, or within such time as it should reasonably become aware;
 - 2.2.5 The Museum Trust shall not be entitled to carry out any alterations either internally or externally to the Museum without the prior written approval of the Council, failing which shall be deemed to be a breach of this agreement and entitle the Council to terminate immediately without notice provided such shall not prejudice the Council from seeking recovery of all costs incurred as a result of a breach of this clause through the courts;
 - 2.2.6 The Museum Trust shall make good any damage or defect or change to the Museum as a result of unauthorised alterations immediately upon being notified by the Council to the Council's satisfaction.
 - 2.2.7 In the event the Museum Trust does not make good and repair such damage within a reasonable period, the Council shall be entitled to enter the

premises and make good the damage and recover the costs of so doing from the Museum Trust.

2.2.8 The Museum Trust shall seek the Council's consent no later than 4 weeks prior to any proposed Event, and shall include a summary outline of a proposed Event which shall include such necessary photographs, drawings and marketing material as is reasonably required in order for the Council to determine the same, and:

2.2.8.1 should the Council in its reasonable opinion consider that the proposed Event is not suitable for any of the following reasons:

2.2.8.1.1 on grounds relating to the nature and substance matter of the event;

2.2.8.1.2 in the reasonable opinion of the Council the proposed Event could damage the Council's reputation;

2.2.8.1.3 be in conflict with the Council's corporate or equalities policies or other relevant policies:

2.2.8.1.4 in the reasonable opinion of the Council the Council considers that such might prove to be inciteful, harmful, offensive or alarming to members of the public; then

2.2.8.2 in such an event the Council reserves its right to withhold its consent to such proposed Event and the Museum Trust shall take immediate steps for the cancellation of the same; and/or

2.2.8.3 in the event that the Museum Trust proceeds to host the Event at the Museum or any part of the site, in such an event the Council shall be entitled to terminate this Agreement.

2.2.9 The Museum Trust shall continue to provide any other relevant and reasonable information requested by the Council, to the Council upon request.

2.2.10 The Business Plan shall be a rolling plan, and shall include details of financial arrangements and programme planning together with a draft Business Plan and the Museum Trust shall issue the same to the Council by 30 September of each contract year. The words, where they appear in Clause 8 a) of the Contract, 'all the exhibitions due to be held in the museum for the next 3 years' shall be delete.

2.2.11 Notwithstanding the provisions in Clause 4 c) of the Contract, and provided the Museum Trust has performed and continues to perform its obligations under the Contract and this Agreement to the Council's satisfaction, the Council shall use reasonable endeavours to maintain the Museum in accordance with the British Standard 8210: 2012, Guide to Building Maintenance Management or as may be amended, updated or substituted from time to time but always to good tenantable condition and repair.

3. CONFIRMATION OF CONTRACT

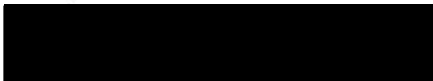
Unless otherwise varied by this Agreement the terms and conditions of the

Contract remain in full force until terminated.

4. CONSENT TO REGISTRATION

The parties hereto consent to the registration of this deed for preservation and execution: IN WITNESS WHEREOF these presents are executed as follows:

They are sealed and signed for and on behalf of the said East Lothian Council by:

 Proper Officer

On 17 November 2016 date

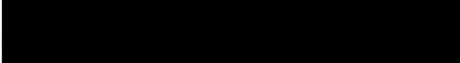
At Haddington place of signing

And they are signed before and on behalf of the said The Coastal Museums Trust by:

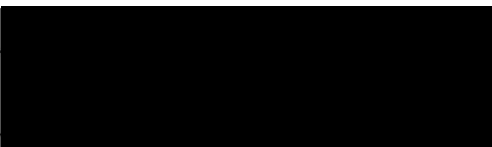
 Trustee and authorised signatory

On 9/11/16 date

At NORTH BERWICK place of signing

Witness 

Address of witness 



and

 Trustee and authorised signatory

On 09 11 2016 date

At North Berwick, _____ place of signing

Witness _____

Address of witness _____

THIS IS THE APPENDIX TO THE AGREEMENT BETWEEN EAST LOTHIAN COUNCIL AND COASTAL COMMUNITIES MUSEUM TRUST

Appendix 1

Licence to Occupy Museum Premises and Storage Space

WITH RESPECT THAT East Lothian Council and [Museum Trust] have come to an Agreement ("the Agreement") to regulate the operation and management of Coastal Communities Museum ("the Museum").

We, East Lothian Council, incorporated in terms of the Local Government Etc (Scotland) Act 1994 and having our principal office at John Muir House, Haddington, EH41 3HA ("the Council"), hereby grant a licence to occupy to Coastal Communities Museum Trust, having its principal office at The Coastal Communities Museum, School Road, North Berwick, East Lothian, EH39 4JU ("the Museum Trust") for the purposes described in the Agreement in relation to the subjects known as the Museum Rooms within North Berwick Library, Customer Services and the Coastal Communities Museum, School Road, North Berwick, East Lothian as shown outline in red on the attached plan and annexed as relative hereto, which subjects form part and portion of ALL and WHOLE those subjects known as the North Berwick Library, Customer Services and the Coastal Communities Museum, in the County of East Lothian, being the subjects more particularly described in and disposed by the County Council of the County of East Lothian in favour of the Provost, Magistrates and Councillors of the Royal Burgh of North Berwick dated 12 December 1955 and recorded in the Division of the General Register of Sasines for the County of East Lothian on 21 February 1956, (hereinafter referred to as "the Building"); but subject to the following conditions:-

(ONE) This licence to occupy the Building shall commence on 9 November 2016 ("Date of Commencement'). This licence to occupy the Building is valid from the Date of Commencement to 8 November 2021 continuing thereafter on an annual basis in accordance with the terms of the Agreement.

(TWO) The provision of insurance, maintenance, services and utilities to the Building and the payment of any charges relating thereto shall be in accordance with the terms of the Agreement.

(THREE) In respect of this licence to occupy the Building, no charge shall be payable by the

Museum Trust to the Council.

(FOUR) In the event of a conflict between the terms of this licence to occupy and the Agreement the terms of the Agreement shall have precedence.

(FIVE) This licence to occupy is not a lease; the Council and the Museum Trust, in entering into this Agreement, acknowledge that nothing contained in the this licence to occupy is to be construed as conferring on the Museum Trust the rights of a tenant.

IN WITNESS WHEREOF

Signed on behalf of East Lothian Council by:

Signature: [REDACTED]

Print name: MOKAA FERGUSON

A proper officer for the purposes of Section 235(3) of the Local Government (Scotland) Act 1973 (as amended);

Signing Place: Haddington

Address:

Date: 17 November 2016

Affix Common Seal:

Signed on behalf of the Museum Trust by:

Signature: [REDACTED]

Print name: G.N. MOODIE

Designation: CHAIR

Witness Signature: [REDACTED]

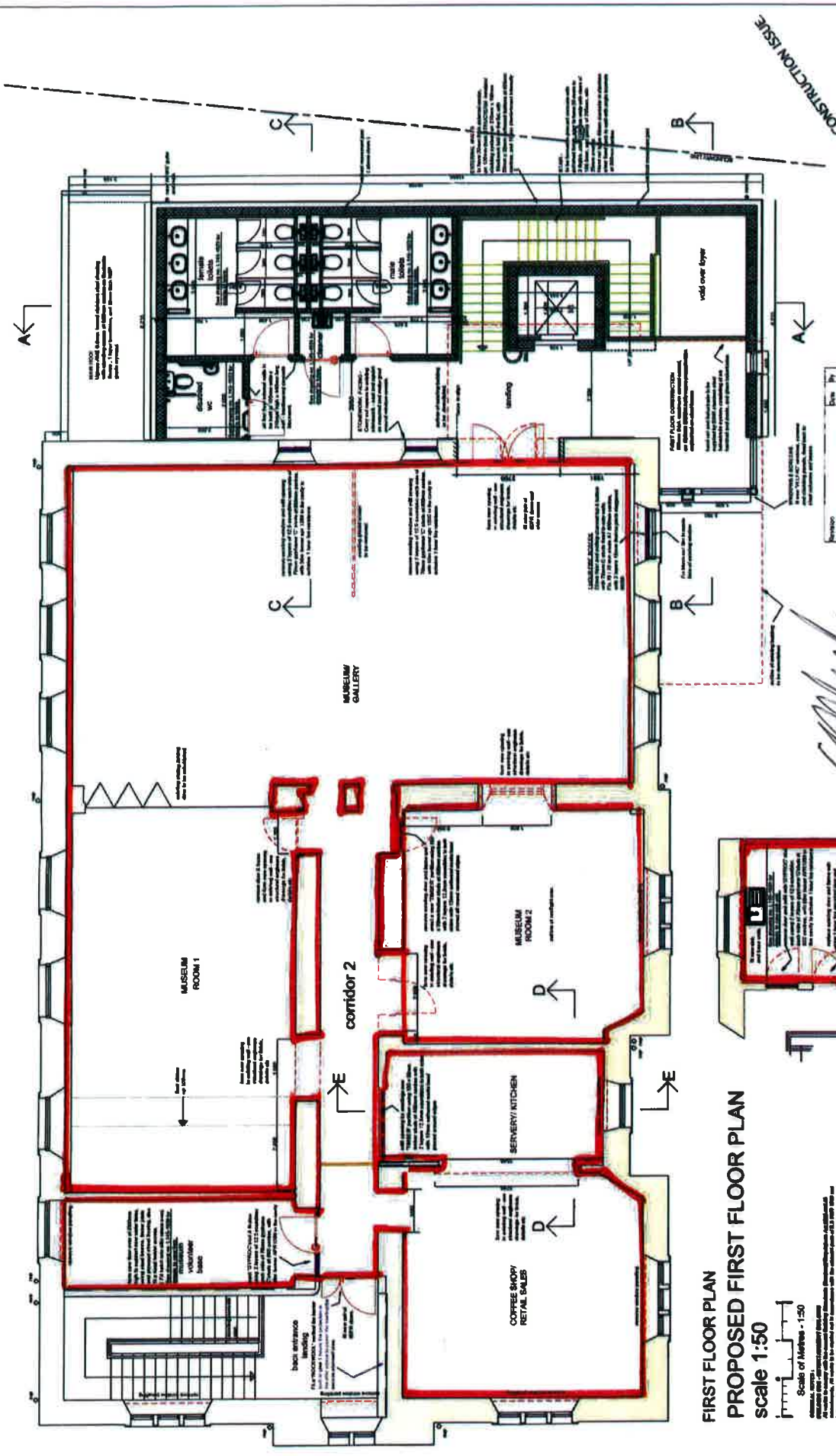
Witness name: ROSEMARY EVERETT

Signing Place: NORTH BERWICK

Address: [REDACTED]

Date: 9/11/16

Plan of Rooms



PROJECT NO		L-145	
SCALE		A4	
DATE		DEC 10	
DRAWN		JL	
CHECKED		JL	
PROJECT DATE		SEP 11	
REVISED		C	

DRAWING: PROPOSED FIRST FLOOR PLAN
 PROJECT: NORTH BERWICK MUSEUM, LIBRARY AND CUSTOMER SERVICES
 EAST Lothian Council

PREPARED BY: J. L. JAMES
 CHECKED BY: J. L. JAMES
 DATE: 10/11/11
 SCALE: 1:50
 DRAWING NO: 1004

Mandy
Wales forges

MEZZANINE LEVEL.
 scale 1:50

FIRST FLOOR PLAN
PROPOSED FIRST FLOOR PLAN
 scale 1:50



Scale of Meters - 1:50

NOTES:
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE STATED.
 2. ALL WALLS ARE TO BE CONCRETE BLOCKWORK WITH PLASTER AND PAINT UNLESS OTHERWISE STATED.
 3. ALL FLOORS ARE TO BE CONCRETE SLAB ON GRADE UNLESS OTHERWISE STATED.
 4. ALL ROOFS ARE TO BE FLAT UNLESS OTHERWISE STATED.
 5. ALL DOORS ARE TO BE 2100mm HIGH AND 900mm WIDE UNLESS OTHERWISE STATED.
 6. ALL WINDOWS ARE TO BE 2100mm HIGH AND 1200mm WIDE UNLESS OTHERWISE STATED.
 7. ALL STAIRS ARE TO BE CONCRETE WITH METAL TREADS AND RISERS UNLESS OTHERWISE STATED.
 8. ALL LIGHTING IS TO BE AS SHOWN ON THE DRAWING UNLESS OTHERWISE STATED.
 9. ALL ELECTRICAL WORK IS TO BE AS SHOWN ON THE DRAWING UNLESS OTHERWISE STATED.
 10. ALL MECHANICAL WORK IS TO BE AS SHOWN ON THE DRAWING UNLESS OTHERWISE STATED.
 11. ALL FINISHES ARE TO BE AS SHOWN ON THE DRAWING UNLESS OTHERWISE STATED.
 12. ALL MATERIALS ARE TO BE OF THE HIGHEST QUALITY AVAILABLE.
 13. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE BUILDING REGULATIONS.
 14. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
 15. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE DRAWING NOTES.
 16. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE DRAWING DIMENSIONS.
 17. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE DRAWING DETAILS.
 18. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE DRAWING SPECIFICATIONS.
 19. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE DRAWING SCHEDULES.
 20. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE DRAWING NOTES.