## ENTRYFORM

# Aberdeen Art Gallery and Museums (AAGM)

Aberdeen Art Gallery, Schoolhill, Aberdeen, AB10 1FQwww.aagm.co.ukTel: 03000 200 293



SHEET of	Deposited Location:		Object No.:		ENTRY No: ENTRY	
OWNERSHIP	Received from:	Owner (if di	fferent):	I		
	Named contact: Named contact:			act:		
	Address: A			Address:		
	Tel No:		Tel No:			
DETAILS OF DEPOSITED	DESCRIPTION & HISTORY OF ITEM / COLLECTION					
MATERIAL	(PLEASE note obvious damage & any related information e.g. when, where or how it was found or used; names, dates & details of the people who made or previously owned it etc. Use CONTINUATION SHEET if necessary and affix.) ACTION Total number of items: Ensure digital photo(s) taken: Continuation Sheet used:					
REASON			0 1 ()			
	<b>REASON FOR ENTRY</b> (tick as applicable & sign)					
	<b>Identification</b> - I leave the item(s) listed for identification/comment & undertake to collect them no later than four weeks from today (unless a different timescale is agreed as follows:).					
	<b>Offer of Gift/Transfer</b> - I offer to give the item(s) listed above to AAGM's governing body.					
	<b>Offer of Sale</b> - I offer to sell the item(s) listed above to AAGM's governing body (price sought £).					
	Loan (by prior agreement) - I lend the item(s) listed above to AAGM's governing body for a period of					
	I confirm that the information given on this form is correct to the best of my knowledge & belief and tha accept the terms & conditions described overleaf.					
	Signed (owner/depositor):				Date:	
GDPR	I agree to AAGM retaining my personal data for the purposes stated overleaf				Initials:	
ACTION	ADDITIONAL AGREEMENT (GIFT / SALES ONLY) (tick as applicable & sign)					
	I, the <b>owner</b> , confirm that <i>I am over 16 years of age</i> , have undisputed title to the item(s) listed above, with full power to dispose of the items and transfer such title to AAGM's governing body, <b>OR</b>					
	<ul> <li>I, the <b>depositor</b> acting on behalf of the owner(s), confirm that the owner(s) have undisputed title to the item(s) listed above, with full power to dispose of the items and transfer such title to AAGM's governing body &amp; that I am authorised by the owner(s) to act on their behalf to that effect.</li> <li>The <b>title</b> in the items listed above, &amp; subject to the conditions overleaf, is hereby <b>transferred</b> to the governing body of AAGM, if AAGM is willing to accept title/ownership.</li> </ul>					
	Signed (owner/depositor):				Date:	
	AAGM Manager signature (ONLY for acceptance of transfer of title):				Date:	
	MUSEUM SIGNATORY Receipt of the item(s) described above is hereby acknowledged					
	Signed:		Printed nan	ne:	Date:	
	On behalf of AAGM's governing body					
RETURN	RETURN OF ITEM(S) TO OWNER (tick as applicable & sign)					
	I, the depositor/owner, acknowledge the <b>return</b> of the item(s) described above in a satisfactory condition following:					
	Identification	The end of the period of loan	-	verning body decli purchase of the i	ning to accept the tem(s)	
	Signed (owner/depositor):	c	ountersigned (for	AAGM):	Date:	
WHITE: mu	seum: Data entry & FILE	PINK: depositor/own	er: RECEIPT	BLUE: museum:	TO ACCOMPANY OBJECT(S)	

### **CONDITIONS OF DEPOSIT**

#### <u>General</u>

Aberdeen Art Gallery and Museums (AAGM) will take the same care and precautions for the protection of the item(s) described overleaf, whilst they are in its custody, as it does for those in its permanent collections. Except in the case of negligence on the part of itself, its officers or employees, AAGM's governing body does not accept liability for loss of, or damage to, or deterioration of, the item(s) described overleaf. No valuation indicated verbally or written on this form at the time of deposit will be admitted by the museum.

When item(s) are left at an AAGM venue for whatever reason, a copy of this form will be given to the depositor as a receipt. This must be presented when the item(s) are returned to the owner or their representative. Both it and the original form will then be signed by the person receiving the items to acknowledge their receipt in a satisfactory condition. The owner (or the owner's representative) and AAGM will retain their respective forms.

For the purposes of this agreement AAGM's governing body is Aberdeen City Council.

#### **Enquiries & Identifications**

Neither AAGM's governing body, nor its officers or employees, can accept any responsibility whatsoever for an opinion that may be expressed on items submitted for examination. Opinions may be given only to the owner of an item or to the representative of the owner. AAGM staff are not authorised to give valuations, to assist in the disposal of private property, or to recommend and/or otherwise express an opinion regarding the merits of a specialist business. It is the depositor's responsibility to collect item(s) described overleaf and left for identification within four weeks of the date of the form, unless a different timescale is agreed. In the event of the item(s) not being collected within the agreed period, AAGM's governing body reserves the right to retain or dispose of the item(s) as it thinks fit after a period of four months from the agreed collection date.

#### **Acquisitions**

AAGM has a collecting policy which limits those items which it may acquire. Not all offers of loans, donations or sales can be taken up. If AAGM's governing body does not accept such an offer, the owner will be informed of that decision. In the event of items not being collected within four months of the date of that decision notification, AAGM's governing body reserves the right to dispose of the item(s) as it thinks fit.

In the case of acquisition by AAGM's governing body of the item(s) described overleaf by gift or sale, the owner (or a person authorised to act on behalf of the owner) transfers to AAGM's governing body absolute ownership of those items, without condition other than that the governing body will hold the items on trust for use by AAGM to the public benefit, and in accordance with those provisions of the Museum Accreditation Standard in force at the time of the gift.

#### **Transfer**

Proposals must be approved by the Acquisition & Disposal Panel prior to any transfer of items from other Aberdeen City Council functions or Accredited museums.

#### <u>Loans</u>

This form acts as a first receipt for material offered for loan; if accepted, loan items will be subject to a separate **loan agreement**, to which additional conditions (including a specific return date and agreed valuation) will apply. Loans are never accepted for an indefinite period, but may be renewed.

#### Your data: Conditions of Deposit

Why are we asking for your information?: Aberdeen City Council Museums and Galleries collects and stores information about you in electronic and hard copy format in order to establish clear legal ownership of items permanently or temporarily within the care of Museums and Galleries. The information you provide will only be used for the purposes of tracking provenance and ownership and, where applicable, to keep proof of item return.

**How long we'll keep your information for:** We will keep this information to ensure ownership is clear and undisputed. This length of retention varies depending on reason for Object Entry. Further details can be supplied on request.

Your rights: You've got legal rights about the way the Council handles and uses your data, which include the right to ask for a copy of it, and to ask us to stop doing something with your data. Please contact the Council's Data Protection Officer by email <u>DataProtectionOfficer@aberdeencity.gov.uk</u> or in writing at: Data Protection Officer, Aberdeen City Council, Business Hub 6, Level 1 South, Marischal College, Aberdeen, AB10 1AB.

More information about all the rights you have is available on our website at:

<u>https://www.aberdeencity.gov.uk/your-data</u>. You also have the right to make a complaint to the Information Commissioner's Office (<u>www.ico.org.uk</u>). They are the body responsible for making sure organisations like the Council handle your data lawfully.

**Our legal basis:** Aberdeen City Council is the Data Controller for your information. Wherever the Council processes your data, we need to make sure we have a legal basis for doing so in data protection law. The Council understands our legal basis for processing your data is to establish clear legal ownership of items permanently or temporarily within the care of Museums and Galleries as Article 6(1)(b) of the General Data Protection Regulation. This means it is part of our Conditions of Deposit contract with you.