

# BIG BURNS SUPPER

## Lending Policy

Updated October 2019



# Lending Policy Statement

As the charity has grown since 2012 we have learned through the making of work there are many occasions where the loaning and borrowing of items or equipment has been very useful indeed at times vital. The loaning and borrowing of resources is good for many reasons benefiting both the charity, our partners and the communities we work with. While this has been mostly agreed informally between lender and borrower in the past, it is appropriate that this practise be formalised. This policy has been introduced in order to better manage the charity's resources and assets and to avoid the negative impacts that the charity may incur arising from damage or loss. This document sets out the charity's policy relating to the borrowing of items from an outside agent, and the lending of items belonging to Electric Theatre Workshop to an outside agent. This policy is for Electric Theatre Workshop personnel, core, freelance or voluntary. This policy will be reviewed after one year.

## LEGISLATION & GUIDANCE

Employers Liability & Compulsory Insurance Act (1969), Data Protection Act (1998). Where property is lost or damaged The Theft Act (1968), and Criminal Damage Act (1971).

## Principles

The following principles have been developed to ensure that lending or borrowing is a positive experience for all concerned parties.

- Loan agreements are only made with core staff and not seasonal personnel.
- All Items loaned or borrowed, should be fit for purpose and safe for public use.
- All items loaned or borrowed must be treated respectfully and with care irrespective of personal opinion.
- Any borrowing or lending must have a clear written record including; The names of the persons making the agreement and whose behalf, the number and condition of item(s), estimated value, the loan period, contact information for both parties (telephone, email and postal Address), what the intended use is, and specific arrangements for return.

## Lending

The following is concerned with the lending of resources belonging to Electric Theatre Workshop to a third party i.e. an individual, organisation, partner agency, or other.

Electric Theatre Workshop is committed to supporting the development of the arts sector locally and will loan or share resources where is reasonably practicable.

The charity reserves the right to refuse loaning of resources to third parties, the right to charge for damages and or replacement, to charge hire costs, and to withdraw permission to use electric theatre workshop property at any time during the loan period.

Only core staff are authorised to loan out Electric Theatre Workshop resources.

All loan items must be checked thoroughly before being loaned outwith the charity. The care and upkeep of equipment is a vital part of maintaining good health and safety practices as outlined in the

Electric Theatre Workshop Health and Safety. Assessing the item in terms of safety and describing the condition prior to loaning ensures both parties know fully the condition of the item going out on loan and the expected condition on return.

A written record of the loan agreement should be made and a copy sent to both parties, lender and borrower. If a loan is negotiated verbally, a written agreement outlining the terms should be made as soon as possible. Without a written agreement the loan is not permitted. All data recorded must be processed and stored in compliance with the data protection act, and only accessible by authorised staff/ senior management.

## **Borrowing**

The following relates to all borrowing done on behalf of the charity. This includes items or equipment for an Electric Theatre Workshop production or event from individuals or organisations.

As with lending, the charity requires a record of the loan agreement in writing. Where an organisation or individual does not provide one an email acknowledgement should be sent on the charity's behalf reiterating Electric Theatre Workshops understanding, see principles.

All items Borrowed on behalf of the charity must be clearly marked with a label or sticker that connects the item with the owner. If borrowed from an organisation or commercial enterprise, the name of that organisation will suffice. If the item has been borrowed from an individual or member of the public it is not appropriate to label contact information. In this instance, the item and individual should be allocated a code and personal data relating to the individual be stored securely.

Property belonging to others should be treated respectfully and with care. While in the Charity's possession, personnel should protect the property from reckless endangerment and avoid damage beyond fair wear and tear.

All items must be returned to their rightful owners, promptly and in good condition. The return of items should be acknowledged by receipt via email or other written notice.

## **Artists Exhibiting Works**

Work exhibited by artists in Electric Theatre Workshop sites; head offices, box office, venues, production spaces, is the responsibility of the contributing artist.

The charity requires a written agreement between Electric theatre workshop and the Artist outlining all the information stated in the principles section of this document. There should be a clear agreement regarding how long the piece will exhibit for and where to direct enquiries from the public about it.

Within the written record, the artist must acknowledge and accept responsibility for load in and load out of their work, and insurances. While Electric Theatre Workshop personnel will make every effort to protect the work, it is left at the artists own risk. The charity accepts no responsibility for loss or damage to work while exhibited publicly.

The Charity reserves the right to refuse to exhibit work, to remove exhibiting work, or to request the immediate removal of work.

