

From: [REDACTED]
To: [REDACTED]
Date: 15/06/2009 11:20:43
Subject: Re: exhibition insurance

Hi [REDACTED]

Here is the list resent. Hope this one is OK

[REDACTED]
>>> [REDACTED] 5/06/2009 09:59:11 >>>
[REDACTED]

Tried to ring but got your answerphone

107 is Shakespeare, then I get an error message that the file is corrupted.

There does seem to be something after.

Regards [REDACTED]

[REDACTED]
[REDACTED]
Bristol City Council
Room 428, The Council House
College Green
Bristol
BS1 5TR

Tel:- 0117922 [REDACTED]
Fax:- 01179222821
e-mail:- [REDACTED]@bristol.gov.uk

If you have access to BCC Intranet and you require further information about the Council's insurance arrangements please click on the link below.

<http://intranet.bcc.lan/ccm/navigation/support-services/insurance-services/>

>>> [REDACTED] 12/06/09 14:09 >>>
Dear [REDACTED]

As discussed with [REDACTED] - here is a list of the objects we will be exhibiting in the museum for the duration of the exhibition - from Friday 12th until September 4th. I understand that all the paperwork has been completed and that all you needed was this list including values.











Best wishes












[REDACTED]














CC: [REDACTED]






LOANED PIECES – info required asap for Museum to get insurance in place

Number	Title	Dimensions	Materials	Value for insurance	Intended Location	Date of Arrival
1	Items not delivered					
2	Items not delivered					
3	Items not delivered					
4	Items not delivered					
5	Items not delivered					
6	Venus	44 x 56 inches	Oil on canvas	REDACTED	European Art	seen
7	Dogging	112 cm x 81 cm (Original dims, but has been reframed)	Oil on canvas	REDACTED	British Art 1600-1830	seen
8	Silent Night	52 cm x 62 cm	Oil on canvas	REDACTED	European Art	seen
9	Item counted twice					
10	Pest control Rat	H 60 x w 50 x D 15 cm	Taxidermy rat with scaled down human accessories – rucksack, sprayscan and sunglasses	REDACTED	British Birdlife	seen
11	Stop & Search	H 159 x W 156 x D 10 cm	Oil and emulsion canvas	REDACTED	Not hung	Moved to Assyria store 12/06/2009
12	System Error	H 48 x W 59 x D 7.5 cm	Oil on canvas	REDACTED	French Painting	Seen
13	Di Face case	H 370 x W 470 x D 125 mm	Leather Brief Case full of	REDACTED	Hull Grundy Costume	seen

			Width 173.0cm Height 270.0cm	oak, Ply, Netting, Sawdust, Straw				
22	Sausages		Length 200.00cm Width 76.5cm Height 197.0cm	Old Freezer unit, Stainless steel		Rear Hall	Seen	
23	Twetty pie		Length 118.0cm Width 98.0cm Height 256.0cm	Marine ply, Steel cage, Jesmenite, Metal trolley		Rear Hall	Seen	
24	Fish Sticks		Length 100.0cm Width 100.0cm Height 200.0cm	Iroca hardwood, birch-faced ply, 6mm toughened glass, Perspex		Rear Hall	Seen	
25	SINGLE HOT DOG		13.5 x 20.5 x 10.5	Animatronic		Rear Hall	Seen	
26	CHICKEN NUGGETS IN A BIRDCAGE		31 x 20.5 (circular)	Animatronic		Rear Hall	Seen	
27	BOLOGNA		13.5 x 20.5 x 10.5	Animatronic		Rear Hall	Seen	
28	SALAMI		13.5 x 20.5 x 10.5	Animatronic		Rear Hall	Seen	
29	PINKIES		13.5 x 20.5 x 10.5	Animatronic		Rear Hall	Seen	
30	BRATWURST		13.5 x 20.5 x 10.5	Animatronic		Rear Hall	Seen	
31	TWO KISSING HOT DOGS		13.5 x 20.5 x 10.5	Animatronic		Rear Hall	seen	

45	Don't Forget Your Scarf	1375mm x 1067mm (framed)	Spray paint & emulsion on Board		Temporary Gallery	Seen
46	Dorothy	1270mm x 957mm (framed)	Spray paint on found steel		Temporary Gallery	Seen
47	I Hate Mondays	1990mm x 2030mm (unframed)	Oil, Spraypaint & emulsion on canvas		Temporary Gallery	Seen
48	Groucho	660mm x 760mm (framed)	Oil & mixed media on canvas		Temporary Gallery	Seen
49	Still Life With Flies	2200mm x 1610mm (unframed)	Oil & mixed media on canvas		Temporary Gallery	Seen
50	Rickshaw	3360mm x 2740mm (unframed)	Oil, Spraypaint & emulsion on canvas		Temporary Gallery	Seen
51	Workers Of The World	3660 x 2440 mm (unframed)	Spraypaint on canvas		Temporary Gallery	Seen
52	Rembrandt		Oil & mixed media on canvas		Temporary Gallery	Seen
53	Frontier	1310mm x 1668mm (framed)	Oil on Canvas		Temporary Gallery	Seen
54	Graph	1050mm x 1050 mm (framed)	Acrylic on Canvas		Temporary Gallery	Seen
55	Angel Of The North	H224 x W89 cm	Birch faced ply, Jesmernite, Cast concrete, Steel, Poly Block		Front Hall	Seen

66	Michael Jackson		Plastic Cone				
67	Donut Patrol Cops	1250 x 1950 mm (unframed)	Oil on Canvas		Not hung	Seen	
68	Blue Period	900 x 900mm (canvas size)	Acrylic on Canvas		Temporary Gallery	Seen	
69	Glass Wall	405 x 510mm (unframed)	Oil on Canvas		Not hung	Not delivered	
70	A Big Gold Frame	1235 x 940mm (framed)	Spray paint & acrylic on found wood		Temporary Gallery	seen	
71	House On The Hill (with sign)	1520 x 1120mm (framed)	Oil on Canvas		Not hung		
72	Hanging Klansman (not title)	1240 x 1000 mm (framed)	Oil on Canvas		Temporary Gallery	Seen	
73	Britannia	2159 x 980mm (framed on plinth)	Spray paint on steel mesh		Temporary Gallery	Seen	
74	You Must Be Kidding Me	610 x 845 mm (framed)	Spray paint & oil on found wood		Temporary Gallery	Seen	
75	Rodeo Girl (not title)	1530 x 1530 mm (unframed)	Oil on Canvas		Temporary Gallery	Seen	
76	Thomas	1000 x 700 mm (unframed)	Oil on Board		Temporary Gallery	Seen	
77	No Ball Games	920 x 920 mm (unframed)	Spray Paint on Found Steel		Temporary Gallery	Seen	
78	Re-Construction Work		Artists' Studio		Temporary Gallery	Seen	
79	The Brick Wall Sculpture		Clay		Temporary Gallery	Seen	
80	Crap At Drawing	830 x 1218 x 25	Acrylic on Oil on		Temporary	Seen	

95	Brunel Collage	(framed) 463 x 360 mm (framed)	Collage		Gallery	Seen
96	Guns & Amo (drawing)	442 x 462 mm (framed)	Pencil on paper		Temporary Gallery	seen
97	Oh My God (drawing)	234 x 324 mm (framed)	Pencil on paper		Temporary Gallery	seen
98	Exit Through The Gift Shop	1153 x 1470 mm (framed)	Spraypaint on oil on canvas		Temporary Gallery	seen
99	Lamp Post	Installation			Temporary Gallery	seen
100	Ice Cream Van	Installation			Front Hall	seen
101	Prehistoric Businessman	202 x 228 mm (framed)	Mixed Media Found Material		Temporary Gallery	seen
102	Prophet Muhammad Reclining Nude	225 x 177 mm (framed)	Acrylic on paper		Temporary Gallery	seen
103	Bomb Disposal Unit	316 x 366 mm (framed)	Photograph of Artists' Work		Temporary Gallery	seen
104	Wheel Clamp		Steel/Stickers		Rear Balcony	seen
105	Masked Lamb		Taxidermy with muzzle		World Wildlife Gallery	seen
106	Crying Terrorist	695 x 593 mm (framed)			Temporary Gallery	seen
107	Shakespeare				Not shown	Where is it?
108	Ice Cream Turd	1200 x 430 x 430 mm			Temporary Gallery	seen
109	Panda Head				Temporary Gallery	seen
110	Guantanamo Bay Guard				Front Hall	seen
111	Statue with label				Egypt	seen

From: [REDACTED]
To: [REDACTED]
Date: 17/06/2009 14:34:58
Subject: Banksy Exhibition

Dear [REDACTED]

Many thanks for your support on preparing the Insurance cover for the exhibition.

If you would like to come and visit over the coming weeks - I would be very happy to meet you for a cuppa and a quick preview of the highlights.

Please let me know when this might suit you.

Best wishes

[REDACTED]

From: [REDACTED] <[REDACTED]@thmarch.co.uk>
To: [REDACTED]@bristol.gov.uk>
Date: 15/06/2009 11:45:51
Subject: Banksy - Schedule

Good morning [REDACTED]

Is there any chance you could forward to us the full schedule of Banksy pieces there now?

Many thanks.

[REDACTED]

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CC: [REDACTED]@thmarch.co.uk>

From: [REDACTED]@thmarch.co.uk>
To: [REDACTED]@bristol.gov.uk>
Date: 05/06/2009 13:06:29
Subject: RE: RE: RE: New Loan

IN
CONFIDENCE S.41

Dear [REDACTED]

We are pleased to confirm that Insurers are happy to agree to hold cover on the listed items. [REDACTED] This cover will be in place once condition reports have been conducted by Bristol City Council.

A formal endorsement will follow shortly.

Kind regards

-----Original Message-----

From: [REDACTED]@bristol.gov.uk]
Sent: 05 June 2009 09:39
To: [REDACTED]
Subject: Fwd: RE: RE: New Loan

Please see latest from the Museum, hoping this is now enough to take things forward and confirm cover.

I am not going to be in the office much after 12.00 today but you can contact me by E Mail or mobile [REDACTED]

I am really grateful for the trouble you are going to on this matter.

Regards [REDACTED]

[REDACTED]
Bristol City Council
Room 428 ,The Council House
College Green
Bristol
BS1 5TR

Tel:- 011792 [REDACTED]
Fax:- 01179222821
e-mail:- [REDACTED]

If you have access to BCC Intranet and you require further information about the Council's insurance arrangements please click on the link below.

<http://intranet.bcc.lan/ccm/navigation/support-services/insurance-services/>

'Do it online' with our growing range of online services -
<http://www.bristol.gov.uk/services>

From: [REDACTED]
To: [REDACTED]
Date: 24/03/2009 16:40:25
Subject: Re: Exhibition Contract

Dear [REDACTED]

Many thanks for contacting me - I have made some further adjustments to the contract and would like the updated version to be run by you within the next week or so.
I hope to send it to you later this week. We would then need you to look at the latest and check that we are not opening ourselves up to too many risks.

We had hoped to sign it off by end April depending on whether we can make progress with the artist's management company.

Best wishes

[REDACTED]
>>> [REDACTED] 10/03/2009 16:27 >>>
Hello [REDACTED]

By way of introduction, I am a solicitor in [REDACTED] team and I will be assisting [REDACTED] on the exhibition contract (in particular in relation to clauses 8 - 19).

From the previous correspondence, it appears that you would contact [REDACTED] (now me) once you had made some further adjustments to the contract.

I was just wondering how the contract was coming along, and I wanted to double-check that you weren't waiting for anything from [REDACTED] (now me)?

Kind regards

[REDACTED]
[REDACTED]
Solicitor
Corporate Services Legal Team
Bristol City Council
The Council House
College Green
Bristol
BS1 5TR

DX 7827 Bristol

Telephone: 0117 92 [REDACTED]
Fax: 0117 92 23836
E-mail: [REDACTED]@bristol.gov.uk

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CC: [REDACTED]

From: [REDACTED]
To: [REDACTED]
Date: 08/05/2009 17:09:53
Subject: Contract and agreement

[REDACTED]
AS discussed - attached our latest version - can we meet ot discuss on Tues - is 2pm - somewehre other than the museum any good for you?

Thanks
[REDACTED]

DATED 2009

(1)

- and -

(2) **BRISTOL CITY COUNCIL**

CONFIDENTIALITY AGREEMENT

PARTIES:

- (1) **Company name** is a company registered in England under Number NUMBER whose registered office is situate at ADDRESS ("the Company").
- (2) **BRISTOL CITY COUNCIL** of College Green, Bristol ("the Museum" as further defined below).

BACKGROUND:

- (A) The Company and the Museum are discussing the possibility of working together in relation to the curation of an exhibition ("the Exhibition") by an artist represented by the Company ("the Artist").
- (B) the Museum may be in receipt of certain confidential information in connection with the development and staging of the Exhibition. The Museum acknowledges and recognises that such information has considerable value and is of significant importance to the Company.

IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

In this Agreement (which expression shall be deemed to include the Schedules hereto):-

1.1 unless the context otherwise requires:

"Arrangement" means the arrangement which the Company and the Museum are pursuing which is referred to in the Background;

"Associated Company" means in relation to any company a company which is the holding company of that company or a subsidiary of that company or of its holding company (and for these purposes "subsidiary" and "holding company" have the meanings given to them by Section 7361159 of the Companies Act 20061985 as amended from time to time);

"Authorised Person" means any of the following persons:

- (i) any responsible employees of the Museum;
- (ii) any named firm, individual or company directly engaged in the provision of professional advice to the Museum in connection with the Arrangement who has been approved by the Company;

"Information" means such information as the Company may from time to time provide to the Museum, whether orally or in a written, physical or visual form, regarding the Exhibition, the Company or the employees of clients of the Company including without limitation the Artist including plans, specifications, designs, inventions, techniques, know-how, trade secrets, technical or personal information whether in existence at the date hereof or hereafter to come into existence including without limitation any copies, photographs, reproductions, duplicates or notes in any form whatsoever or other materials;

"Museum" means Bristol City Council, which for the avoidance of doubt includes Bristol's City Museum & Art Gallery;

1.2 unless otherwise specified, words importing the singular number shall include the plural and vice versa, words importing any gender shall include all other genders, words importing persons shall include bodies corporate, unincorporated associations and partnerships and vice versa and references to the whole shall include the part and vice versa;

1.3 the headings are inserted for ease of reference only and shall not affect interpretation;

1.4 obligations and liabilities assumed by more than one person are assumed jointly and severally unless otherwise specified.

2. PROVISION OF INFORMATION

2.1 The Company may from time to time and in its absolute discretion provide Information to the Museum.

2.2 the Museum acknowledges that the supply of the Information to it will not constitute an offer by the Company, nor the basis of any contract, nor a representation which may be relied upon by the Museum, and that the Company makes no representation with respect to the accuracy or completeness of the Information except to the extent agreed by the Company in writing. The Company will be under no obligation to accept any offer or proposal which may be made by or on behalf of the Museum and the Company may be in negotiations with other persons on similar arrangements.

2.3 the Museum acknowledges that it will be required in the execution of any agreement completing or evidencing the Arrangement to acknowledge that it has not relied on nor been induced to enter into such agreement by any representation or warranty other than expressly set out in such agreement subject to such limitation and reservation as may be specified therein.

2.4 the Museum and the individuals executing this Deed warrant that the persons signing have the power and authority to bind the Museum.

3. USE OF INFORMATION

3.1 The Company agrees that the Museum may, subject to the provisions of Clause 4 and only to the extent reasonably necessary in connection with the Museum's evaluation of the Arrangement:

3.1.1 analyse the Information;

3.1.2 incorporate the Information into reports and analyses;

3.1.3 disclose the Information in whole or in part to Authorised Persons on a need to know basis in accordance with Clause 4.

- 3.2 the Museum agrees to keep the Information in complete confidence and, save as expressly permitted under this Agreement, not to disclose, use, copy in whole or in part or modify or adapt the Information in any way without the Company's prior written consent which may be given or withheld in its absolute discretion. Without prejudice to the generality of the foregoing, the Museum agrees that it will not use any of the Information so as to procure any commercial advantage over the Company.
- 3.3 Subject to Clauses 5 and 6, the obligation to keep the Information confidential shall survive and subsist notwithstanding the completion of the Arrangement or the service by the Company of a notice under Clause 8.1, to the extent that the Information relates to the Company or its business or the Artist.
- 3.4 the Museum shall ensure that proper and secure storage is provided for all Information (other than such as has been provided orally) and shall keep a record of such Information provided to it and, so far as is reasonably possible, of the location of the same and of any persons holding such information.
- 3.5 the Museum agrees not to copy, reproduce or distribute any of the Information without the prior written consent of the Company.

4. DISCLOSURE TO AUTHORISED PERSONS

- 4.1 the Museum may disclose some or all of the Information or the existence of the negotiations relating to the Arrangement to any Authorised Person who needs to be in receipt of the Information in order to carry out their duties to the Museum provided that such Authorised Person has executed and delivered to the Museum a written undertaking to comply with the terms of this Agreement so far as they relate to information provided to such Authorised Person.
- 4.2 the Museum will procure that all Authorised Persons to whom it discloses the Information or the existence of negotiations in connection with the Arrangement comply with Clauses 3, 4, 7, and 8 as if they were parties thereto.

5. INFORMATION AVAILABLE FROM OTHER SOURCES

the Museum obligations under Clause 3 do not apply to, and the term "Information" shall be deemed to exclude any information which the Museum can prove:

- 5.1 was known to the Museum prior to any such disclosure to the Museum by the Company;
- 5.2 was independently derived by or for or disclosed to the Museum PROVIDED THAT the person deriving or disclosing the same had not at the time of such derivation or disclosure, had disclosed to him any Information.

6. DISCLOSURE REQUIRED BY LAW

If the Museum becomes aware that it may be required by law, regulation or order of a court of competent jurisdiction to disclose any of the Information it will immediately notify the Company in writing of that fact and of all relevant surrounding circumstances. If the Museum is unable so to notify the Company before such disclosure is required it will notify the Company immediately after the disclosure has been made. The Museum will use its best endeavours to resist disclosure and to maintain the confidentiality of any Information disclosed.

7. CONFIDENTIALITY OF NEGOTIATIONS

- 7.1 The Parties each agree to keep the existence of the evaluations, discussions and negotiations in relation to the Arrangement confidential and, subject to Clauses 5, 6 and

7.2, not to make any disclosure of interest in, public announcement in relation to, or public comment on, the Arrangement without the other's consent.

- 7.2 Notwithstanding Clause 7.1 either party may make an announcement with the consent of the other, such consent not to be unreasonably withheld or delayed if such announcement is required by law or regulation.
- 7.3 The Company shall be entitled to reveal the existence of the discussions and negotiations in relation to the Arrangement on a confidential basis to such of its employees, advisers and bankers to whom such disclosure is reasonably required in order for the Arrangement to proceed.
- 7.4 Without the prior written consent of the Company during negotiations and, failing completion of the Arrangement, for five years after the date hereof, neither the Museum nor any Authorised Person will directly or indirectly initiate or accept or engage in any contacts of any kind with any employee, customer, supplier, agent or broker of the Company (other than in relation to matters which do not breach confidentiality and arise in the ordinary course of business) nor with any other party having any actual or prospective connection with the Company).

8. RETURN OF INFORMATION

- 8.1 Subject to the clause 2.15 of the Exhibition Agreement, ~~The~~ Museum and every Authorised Person shall each return to the Company on written demand any and all written documents or materials entrusted to it in the course of or prior to negotiations in relation to the Arrangement together with all copies thereof which shall have been made by or on its behalf.
- 8.2 If the Company should so require when notifying or following notification to the Museum under Clause 8.1 the Museum shall, when returning documents or materials under Clause 8.1, provide to the Company a statutory declaration duly executed by an officer of the Museum confirming that, to the best of the declarant's knowledge, information and belief, the Museum has complied with all of its obligations under Clause 8.1.

9. RIGHTS

- 9.1 The entire copyright and all other rights of a like nature in and to any works or subject matters disclosed or copies or embodiments whereof are provided to the Museum or to an Authorised Person and the property in all such copies or embodiments are hereby excepted and reserved to the Company and the Museum shall derive no title thereto.
- 9.2 All rights of whatsoever nature (whether of the nature of rights of property and/or intellectual property or otherwise) in and to all and any works, subject matters, information and inventions (and every reproduction and embodiment thereof) hereafter made or learned by the Museum in connection with the Information shall belong to the Company and is hereby assigned to the Company, such assignment being, to the extent necessary by way of present assignment of existing and future copyright.

10. BREACH

- 10.1 the Museum agrees that it shall be responsible for any breach of any of the terms of this Agreement by it (including its directors, officers, employees or contractors) or by any Authorised Person and the Museum will indemnify the Company and any Associated Company of the Company from and against all loss or damage (including but not limited to legal costs) which may arise from a breach of the agreement caused by the unauthorised disclosure or use or any of the Information by the Museum, its employees, or by an Authorised Person.

- 10.2 the Museum hereby acknowledges that the rights which are sought to be protected by this Agreement are unique and that any breach by it or by an Authorised Person of the terms hereof would cause the Company and its clients irreparable and unquantifiable damage and that the Company shall be entitled to apply for and obtain (but without limitation to any such right as the Company may have to obtain damages in any such respect) interim and/or final injunctive relief or relief by way of interdict against any actual or threatened breach hereof by the Museum.

11. FURTHER DISCLOSURES

All the terms and conditions set out in this Agreement shall extend to any further negotiations or discussions of any kind between the Company and the Museum and shall continue unless terminated by mutual agreement.

12. GENERAL

- 12.1 This Agreement may not be assigned in whole or in part but is binding upon and shall enure for the benefit of the personal representatives and successors in title of the parties hereto.
- 12.2 This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.
- 12.3 Notwithstanding that the whole or any part of any provision of this Agreement may prove to be illegal or unenforceable the other provisions of this Agreement and the remainder of the provision in question shall continue in full force and effect.
- 12.4 The failure by either party at any time to require performance by the other party or to claim a breach of any term of this Agreement shall not be deemed to be a waiver of any right under this Agreement.
- 12.5 The rights and remedies provided for in this Agreement are cumulative with and not exclusive of any rights or remedies otherwise provided by law or in equity.
- 12.6 This Agreement may be executed in any number of counterparts all of which when taken together shall constitute a single instrument.
- 12.7 No variation or amendment to this Agreement shall be effective unless in writing signed by authorised representatives of the parties.
- 12.8 All written notices and other written communications to be served on or given to either party shall be sent or delivered to its registered office for the time being. Written notices and other written communications shall be treated as having been given upon actual receipt.
- 12.9 Each party shall pay its own costs and expenses (including those of its agents and advisers) in pursuing this matter.
- 12.10 Nothing in this Agreement is intended to or shall be deemed to create any relationship of partnership, joint venture or agency between the Company and the Museum.
- 12.11 This Agreement is intended to confer a benefit on the Artist. No other third party (whether referred to herein by name, class, description or otherwise) shall have any right to enforce a term contained in this Agreement under the Contracts (Rights of Third Parties Act) 1999.

EXECUTED as a deed in two originals the day and year first before written.

EXECUTED as a deed by)
COMPANY NAME)
and signed by two duly)
authorised officers on its behalf)

EXECUTED as a deed by)
BRISTOL CITY COUNCIL and thereby)
BRISTOL'S CITY MUSEUM & ART GALLERY)
and signed by two duly)
authorised officers on its behalf)

DATED

2009



- and -

Bristol City Council (2)

AGREEMENT FOR THE EXHIBITION:

Title of exhibition
