

CONDITIONAL GIFT AGREEMENT – EXECUTED AS A DEED

Coat of Arms Transfer

Date: [Insert Date last party signs agreement]

Parties:

- **Donor:** The Rector, Churchwardens and PCC of the Parish of All Saints, Winchester, with St Andrews, Chilcombe, with St Peter's, Chesil ("the Donor")
- **Recipient:** The Winchester Dramatic Society, registered company 1621492/registered charity 285043 in England and Wales, at the Chesil Theatre, Chesil St, Winchester. SO23 0HU ("the Recipient")

1. GIFT DESCRIPTION

In consideration of the terms set out below, the Donor makes a conditional gift to the Recipient of the following item:

Description: one wooden painted coat of arms of George II ("the coat of arms")

2. CONDITIONS OF GIFT

This gift is made subject to the following conditions:

2.1 Care and Preservation

The Recipient agrees to:

- Maintain the coat of arms in good condition using appropriate conservation standards
- Provide suitable environmental conditions (temperature, humidity, lighting) for preservation
- Obtain professional conservation advice before undertaking any restoration or repair
- Maintain adequate insurance coverage for the full replacement value

2.2 Display and Use

The Recipient shall ensure:

- The coat of arms shall be displayed in a manner befitting its historical and religious significance
- Any public display shall include appropriate attribution to the Donor as the donor
- The Recipient shall not alter, modify, or reproduce the coat of arms without prior written consent from the Donor

3. RIGHT OF RETURN

3.1 Damage Risk Assessment

The Donor reserves the right to require return of the coat of arms if the Donor, acting in good faith, determines that the coat of arms is at risk of damage, including but not limited to:

- Inadequate security measures
- Unsuitable environmental conditions
- Proposed relocation to inappropriate facilities
- Insufficient insurance coverage
- Physical deterioration due to care practices
- Closure of the Recipient

3.2 Notice and Remedy Period

- In the event of a significant breach of this agreement or if the Donor, acting in good faith, determines that the coat of arms is at serious and/or immediate risk of damage, the Donor may require the Recipient to immediately return the coat of arms to it.
- In other cases:
 - should the Donor determine that the coat of arms is at risk of damage the Donor shall provide written notice to the Recipient specifying the nature of the concern.
 - the Recipient shall have sixty (60) days to address and remedy the identified issues.
 - if issues cannot be adequately resolved within the remedy period, the Donor may exercise its right of return.

3.3 Return Process

Upon exercise of the right of return:

- The Recipient shall arrange for safe transport of the coat of arms to the Donor within thirty (30) days.
- All costs associated with return transport shall be borne by the Recipient.
- The Recipient shall provide any conservation records or documentation created during its stewardship

4. ADDITIONAL TERMS

4.1 Inspection Rights

The Donor may inspect the coat of arms and its storage/display conditions upon reasonable notice (minimum 7 days).

4.2 Transfer Restrictions

The Recipient may not sell, transfer, or permanently loan the coat of arms to any third party without prior written consent from the Donor.

4.3 Documentation

The Recipient agrees to maintain detailed records of:

- Conservation treatments performed
- Display locations and conditions
- Any incidents affecting the coat of arms
- Insurance coverage details

4.4 Good Faith

Both parties agree to act in good faith in interpreting and implementing this agreement, with mutual respect for the historical, religious, and cultural significance of the coat of arms.

4.5 Cost Recovery Rights

The Recipient indemnify the Donor in relation to:

- All legal costs incurred in relation to the exercise of the right of return and/or the enforcement of this agreement, including court costs
- Expert witness and conservation assessment fees
- Emergency conservation or protective measures

5. LEGAL PROVISIONS

5.1 Governing Law

This agreement shall be governed by the laws of England and Wales.

5.2 Dispute Resolution

Any disputes arising under this agreement shall first be addressed through good faith negotiations. If resolution cannot be achieved, disputes shall be resolved through the courts of England and Wales.

5.3 Severability

If any provision of this agreement is deemed invalid or unenforceable, the remainder shall remain in full force and effect.

5.4 Entire Agreement

This agreement constitutes the entire understanding between the parties and may only be modified in writing signed by both parties.

SIGNATURES

Executed as a Deed by the Donor acting by [Name] in the presence of [Witness name] and by [Name] in the presence of [Witness name]

[Name]

By: Paul Christopher Curry Name: [Name] Title: Rector Date: 11/9/2025

Witness:

Michael Robinson MR

Address: 16 CHALK RIDGE, WINCHESTER.
SO23 0QW

[Name]

By: _____ Name: [Name] Title: [Title] Date:

Witness:

Address:

Executed as a Deed by Recipient acting by [Name] in the presence of [Witness name] and by [Name] in the presence of [Witness name]

[Name]

By: Peter Liddiard Name: [Name] Title: [Title] Date: 11/9/2025

Witness:

Michael Robinson MR

Address: 16 CHALK RIDGE, WINCHESTER
SO23 0QW