



**WESTERN
AUSTRALIAN
MUSEUM**

CUSTODIAL CARE DEED

THE WESTERN AUSTRALIAN MUSEUM

and

SHIRE OF COCOS (KEELING) ISLANDS

THIS CUSTODIAL CARE DEED is made the 10 day of September 2024

BETWEEN

THE WESTERN AUSTRALIAN MUSEUM a body corporate constituted under section 7 of the *Museum Act 1969 (WA)* of 49 Kew Street, Welshpool, Western Australia [**"Museum"**]

and

Shire of Cocos (Keeling) Islands

1 Definitions - In this Custodial Care Deed, unless stated otherwise, these terms have the definitions here given to them:

- 1.1 "*this Agreement*" means a legally enforceable contract evidenced by this Custodial Care Deed including the Schedule which shall form part of this Agreement.
- 1.2 "*Museum*" means **the Western Australian Museum** a body corporate constituted under section 7 of the *Museum Act 1969 (WA)* of 49 Kew Street, Welshpool, Western Australia.
- 1.3 "*Owner*" means the legal owner of the *Object/s*, or authorised representative of the legal owner.
- 1.4 "*Parties*" means the *Owner* and the *Museum*.
- 1.5 "*Custodial Care Deed*" is an arrangement where an individual, community or organisation has requested the Museum hold an *Object/s* on their behalf for the purpose of care and storage. This may be on a short, or long term basis, but it does not involve a transfer of ownership to the *Museum*.
- 1.6 "*Schedule*" means the Schedule hereto.
- 1.7 "*Qualified personnel*" means the *Museum* Conservation, Curatorial and/or specialised Exhibition and Design staff or similarly qualified person/s appointed by the *Museum*.
- 1.8 "*Object/s*" means the artefacts/items/works described in Item 1 of the *Schedule*.
- 1.9 "*Description*" means the description set out in Item 2 of the *Schedule* and includes dimensions of the *Object/s*.
- 1.10 "*Condition*" means the condition of the *Object/s* set out in Item 3 of the *Schedule*.
- 1.11 "*Agreed Insurance Value*" means the value specified in Item 4 of the *Schedule*.
- 1.12 "*Proof of Valuation*" means the estimation of the value of an *Object/s* in writing, by one of the principal auction houses. If a valuation cannot be provided, the Agreed Insurance Value will be subject to the discretion of the Museum. .
- 1.13 "*Term*" means the period that the *Object/s* are to be held, specified in item 5 of the *Schedule*.
- 1.14 "*Expiry Date*" means that date specified in item 5 of the *Schedule*.
- 1.15 "*Additional Term*" means that period specified in item 6 of the *Schedule*.

1.16 “*Special Conditions*” means those conditions specified in item 7 of the *Schedule*.

Agreement

- 2 I, Frank Mills, sign this agreement as the authorised representative of the owner of the *Object/s*.
- 3 The *Museum* agrees to hold in custody the *Object/s* for the Owner, Shire of Cocos and (Keeling) Islands represented by Frank Mills.
- 4 The *Museum* will take all reasonable care of the *Object/s*.
- 5 Unless otherwise arranged, the *Owner* will be responsible for transporting the *Object/s* to and from the *Museum* premises at the commencement and expiry of this *Agreement*.
- 6 Unpacking and storage of the *Object/s* will be undertaken by *Qualified personnel*.
- 7 At the time of unpacking, a *Description* of the *Object/s* and state of their *Condition* will be documented, in the format provided in the *Schedule*. This process will be completed by *Qualified personnel*.
- 8 The *Museum* may not make any changes to the *Condition* of the *Object/s* without the prior written consent of the *Owner*.
- 9 The *Owner* authorises the *Museum* to photograph the *Object/s* specifically for the purpose of documentation of this *Agreement*.
- 10 The *Owner* will be notified immediately if any loss or damage occurs to the *Object/s*, including any discovered on first receipt/delivery.
- 11 The *Agreed Insurance Value* of the *Object/s* will be as per the *Proof of Valuation*.
 - 11.1 If a valuation cannot be provided, the *Agreed Insurance Value* will be subject to the discretion of the *Museum*.
 - 11.2 The *Agreed Insurance Value* cannot be disputed in the case of damages.
- 12 Unless the *Owner* states otherwise in writing, the *Museum* will insure the *Object/s* for the *Agreed Insurance Value* noting the interest of the *Owner*.
- 13 The Property Insurance coverage arranged by the *Museum* through the RiskCover Fund will include cover for physical loss, damage, destruction or theft of *Object/s* caused by any event covered under such insurance from the time the *Object/s* arrive at the *Museum* premises until the time the *Object/s* are returned to the *Owner* or authorised representative.
 - 13.1 The parties agree that in the event of partial loss or damage of the *Object/s*, specialised repair and restoration may be the option that is more cost effective without losing the integrity and value of the *Object/s*.
- 14 The *Object/s* will be held for the *Term* commencing and expiring on the dates set out in item 5 of the *Schedule*.
- 15 Unless otherwise agreed in writing, the *Object/s* will be stored at the *Museum’s* Collection and Research Centre, at 49 Kew Street, Welshpool, Western Australia.
- 16 This *Agreement* may be renewed for an *Additional Term*, but only if:
 - 16.1 The *Owner* notifies the *Museum* in writing of their interest to extend the *Agreement* for the *Additional Term*.
 - 16.1.1 Notification of intent to extend the *Term* of the *Agreement* must be provided to the *Museum* at least one month before the *Expiry Date*; and

- 16.1.2 The *Museum* must approve the extension of this *Agreement* in writing prior to the *Expiry Date*.
- 17 The *Museum* will provide access to *Object/s* by the *Owner*, for inspection, conservation, or other agreed purpose.
- 17.1 Visits will be arranged in advance with consideration of the convenience of all *Parties*.
- 18 The *Owner* of the *Object/s* may retrieve one, some or all of the *Object/s* at any time during the *Term* subject to:
- 18.1 Written notification of arrangements agreed by the *Parties*.
- 19 The *Special Conditions*, if any, set out in the *Schedule*, form part of *this Agreement*.
- 19.1 If there is any conflict between clauses 1 to 20 inclusive, of this *Agreement* and the *Special Conditions*, then the latter shall prevail to the extent of the conflict.
- 20 *This Agreement* is governed by the laws of the State of Western Australia.

EXECUTED as a Deed.

For the Western Australian Museum

Signature

Print full name

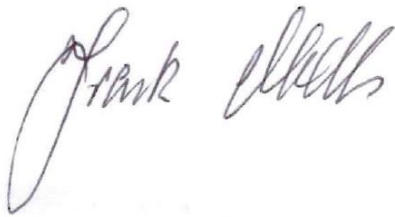
Position Title

Date

Witness - signature

Witness – print name

Authorised Representative of the Owner



Signature

Frank Mills _____

Print full name

CEO

12.09.2024

Position title

Date

Witness - signature

Witness – print name

Western Australian Museum

Postal: Locked Bag 49, Welshpool DC, WA 6986

Courier: 49 Kew Street, Welshpool, WA 6106

Phone: +61 8 9212 3899 email: reception@museum.wa.gov.au



WESTERN AUSTRALIAN MUSEUM

Inventory of Object/s

Plan No./ Detail No.	Drawing Title	Description	Notes	Agreed Insurance value AU\$
1		Black, red ink on drafting linen Date: 29.04.1891 Drawn by: GCR Size (mm): 150 x 460	double ended canoe, flat bottom.	\$50
2	Motor boat	Pencil on cotton rag paper. Date: 1928 Drawn by: JSCR Size (mm): JSCR	significant yellowing, wear and tear stains, signs of fungal staining.	\$50
3	VB Canoe	Lead pencil cotton rag paper, Date: 1928 Drawn by: JSCR Size (mm): 157 x 395	parted on one of the fold lines, considerable yellowing, mould staining,	\$50
4	Surf Boat	Lead pencil cotton rag paper, Date: 18.07.1911 Drawn by: JSCR Size (mm): 255 x 775	inscription	\$75
5	Foam	Lead pencil cotton rag paper, Date: 1919 Drawn by: JSCR Size (mm): 220 x 773	Tel. Coy staff mess boat, includes sail plans	\$75
6	Caileag / experimental design	Lead pencil cotton rag paper, Date: 1921 Drawn by: JSCR Size (mm): 278 x 745	Motor boat, JS Clunies Ross Scottish Gaelic - a young lass or maid	\$75

7	Nutting Canoe / First design of 44ft motor whaler	Lead pencil cotton rag paper, Date: built 1916/1917 Drawn by: JSCR Size (mm): 226 x 604	V bottom. 20ft. Jukong design?	\$75
8	VBOB Motor Boat	Lead pencil cotton rag paper, Date: 1928 built 1929 Drawn by: JSCR Size (mm): 216 x 540	wt about 420 lbs	\$75
9	VB canoes x 2	cotton rag paper and pencil, Date: 1928 Drawn by: JSCR Size (mm): 307 x 742	insect damage, water damage and mould,	\$75
10		cotton rag paper and pencil, Date: 1911 Drawn by: JSCR Size (mm): 380 x 635	John Clunies Ross 2 x canoe designs, possible mould spores- needs careful attention	\$75
11	Flapperette / Flapperine	cotton rag paper and pencil, Date: 1916 Drawn by: JSCR Size (mm): 306 x 492	JSCR, two versions, , including sail plan	\$150
12	Motor Whaler / Flapper	cotton rag paper and pencil, Date: 7.1911 Drawn by: JSCR Size (mm): 165 x 604		\$150
13	VB Canoe	cotton rag paper and pencil, Date: 1928 Drawn by: JSCR Size (mm): 157 x 434		\$50
14	VB O-B Motor Boat	cotton rag paper and pencil, Date: 1928 Drawn by: JSCR Size (mm): 159 x 358	VBOB inscription. wt about 260 lbs	\$50
15	Oniro	cotton rag paper and pencil, Date: 1907 Drawn by: JSCR Size (mm): 246 x 603	Boat lines on one side, sail rigging on the back	\$150

16	Oniro	Linen, drawn in pen Date: 1907 Drawn by: JSCR Size (mm): 530 x 800	side elevation showing full rigging, , main sail 109.02 sq ft, jigger 58.1sq ft, jib 39.49sq ft, "single main sail 172 sq ft, jib 37.49 sq ft"	\$115
17	Oniro	Black ink on coated drafting linen. Date: 1907 Drawn by: JSCR Size (mm): 550 x 655	Insect and mould damage, side elevation showing sails	\$115
18	boat plan	cotton rag paper and pencil, Size (mm): 380 x 636		\$230
19	Plan of survey of part of Direction Island	Plan print. Plain paper Date: 6.5.1952 Drawn by: B.J. Meehan LS Size (mm): 585 x 395 Survey Plan direction Island slipway		\$0
20	Plan of survey West Island and Direction Island	Plan print. Plain paper Date: 6.5.1952 Drawn by: JSCR Size (mm): 1103 x 775 Survey plan West Island proposed airport	fragile. Parting along fold lines. Mould spores?	\$50
21	Plan of survey parts of West Island	Date: 6.5.1952 Drawn by: B. J. Meehan L.S		\$50

22	aerial 1 of 3	B&W photographic print Taken by: RAAF 92 WG Size (mm): 507 x 405		\$0
23	aerial 2 of 3	B&W photographic print Taken by: RAAF 92 WG Size (mm): 507 x 405		\$0
24	aerial 3 of 3	B&W photographic print Taken by: RAAF 92 WG Size (mm): 507 x 405		\$0
25	mounted print	B+W Print 9 x 11" Taken by: RAF No.81 P.R. Squadron Size (mm): 330 x 405	silver reduction degrading.	\$0
26	Marriage cert. blank	Size (mm): 200 x 328	Signed JC C-R	\$0
27	Birth cert. blank	Size (mm): 200 x 328		\$0

Item 5 – Term the loan Object/s are to be held

Commencement Date 10 September 2024

Expiry Date 10 September 2029

Item 6 – Special Conditions

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Museum Office Use Only

Item 2 and 3 of this Schedule completed by: Department Date Signature

Name: _____

(Museum Representative)

Completed copy of *Schedule* sent to Owner/Authorised Representative

Date: / / .

Object/s photographed for documentation purposes only Department Date Signature

Name: _____

(Museum Representative)