

Supporting Documentation

Blacon Holy Trinity – Loan of silverware

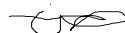
Note to parish

This bundle includes all the supporting documentation to your faculty application as required under Rule 5.5 of the Faculty Jurisdiction (Amendment) Rules 2022.

List of documentation

Item	Description	Page
<i>Overview</i>		
1	Schedule of Works or Proposals from the Petition for Faculty logged 26 July 2022	2
2	Statement of Needs received and uploaded 3 October 2022	3
<i>Proposals</i>		
3	Insurance valuation of Bonhams dated 26 January 2022	4
4	Condition reports for pair of cylindrical flagons, tazza on foot and 16th century chalice and paten, all of Naomi Watts-Kitto (Conservator) dated 24 June 2022	11
5	Chester Cathedral Collections - Loans in Forms for flagons, chalice, paten and tazza, all signed and dated 15 September 2022	17
<i>Correspondence</i>		
6	Email correspondence between DAC office and parish dating from 11 December 2020 to 3 October 2022	29

Caroline Hilton, DAC Secretary



31 October 2022

We petition the Court for a faculty to authorise the following-

Please describe the works or other proposals for which a faculty is sought in the way recommended by the Diocesan Advisory Committee in its Notification of Advice.

SCHEDULE OF WORKS OR PROPOSALS

Holy Trinity is in possession of some historic items of silverware:

Pair of George I cylindrical flagons

16th century chalice and paten

Tazza

The local bank vault where they had been stored is now closed, so we need to find a suitable safe storage space. They are too valuable for us to afford to store them at the church, and the cathedral have offered to put them in safe keeping.

This loan will not be contraversial in the parish.

Copies of the Standard Information Form and any drawings, plans, specifications, photographs or other documents showing the proposals must be provided with this petition.

STATEMENT OF NEEDS

We are urgently needing to find safe storage for our valuable silverware. They were previously store in the vault at our local bank branch. However, RBS have closed their Chester branch, and so they asked us to collect the items we had stored in their vault.

We have enquired about other potential places to safely store the silverware, and the options we have are: various private vaults which all cost between £430 and £1470 per annum, or purchasing a Eurograde 1 safe in order to keep them at the church (to comply with insurance requirements - our existing safes are not adequate for items of such value). The cost of a Eurograde 1 safe for just the mutton cup and paten (height 18cm, diameter 19cm) would be approx 650 +vat new; whereas a larger one to also accommodate the flagons (height 36cm) and tazza (diameter 29cm) would be at least 1150+vat new.

For your information, Grosvenor Museum are no longer accepting silverware from churches (ironically enough, Holy Trinity had at one stage stored this silverware there - but were removed from there a while ago, due to a decision by a former Rector, Ken Povey).

Any private vault or safe is more expensive, the larger the volume of items needed to be stored in it. The size of the flagons and tazza are such that they considerably increase the size of any container needed, therefore we are wanting to sell them instead of paying large sums to store items which we will never use. I attach a copy of the latest insurance valuation we have had this year, which shows the items and their size.

A question was asked by DAC about the provenance. I am not aware (and the Terrier makes no mention of) how these items came into the church's possession - however, it is clear that they have belonged to the parish for a long time. (The inscription on the flagons which names the church, gives a date of 1728). Although the tazza is dated 1694, there is no indication when it came into the possession of the church.

None of the items have been used with any regularity in the church. The last time they saw the light of day was when they were brought to Blacon for display (they were not directly used within the service) - at a celebration of the current building's fiftieth anniversary, in 2010. Prior to that, I think it had been decades since they had been brought out. Although the current PCC have become aware of their existence due to recent discussions (and previous wardens will have known due to their listing in the Terrier) they are not items I have ever heard church members mentioning (other than the Mutton Cup), so they do not feature in the life of this church, and as such do not have a strong association with us. There is no desire within the church or parish to keep these items within Holy Trinity Church.

Bonhams



INSURANCE VALUATION

for

Holy Trinity Church Without the Walls

Report number: 375735

Customer number: 25294257

Valuation date: January 26th 2022

Valuation Office
2 St John's Court, Vicars Lane, Chester, CH1 1QE
+44 1244 313 936

bonhams.com

Bonhams 1793 Limited. Registered Office: Montpellier Galleries, Montpellier Street, London, SW7 1HH. Registered No: 4326560. VAT No: GB 461 5036 68.

Page 1 of 5

4 of 40

INSURANCE VALUATION

SILVER

Report number: 375735

Valuation date: January 26th 2022



A pair of George I cylindrical flagons,

on skirt bases, by William Danker, London 1727

The inscription reads: "To the honour of God and the use of ye parish church of ye Holy Trinity of ye City of Chester, June 8th 1728", height 36cm.

£20,000

Bonhams reference: 534644/1



A William and Mary period silver Tazza on foot,

with gadroon border, centred by a monogram and a coat of arms and engraved E. Booth, on the underside, makers mark DB, London 1694, diameter 29cm.

£12,000

Bonhams reference: 534644/2



INSURANCE VALUATION

SILVER

Report number: 375735

Valuation date: January 26th 2022

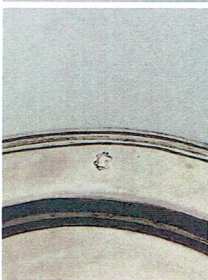


A 16th century Chalice and Paten,

by William Mutton, the cup with tapering bowl engraved with a contemporary inscription in the form of two running bands, the knopped stem with geometric borders, on spreading base, the plate paten plain within a reeded border. The inscription reads: "Drinke ye al of this for this is mi Blovd of the Nerwe Testament whiche is shed for yov and for Mane", *height 18cm, diameter 19cm.*

£50,000

Bonhams reference: 534644/3



INSURANCE VALUATION

Report number: 375735

Valuation date: January 26th 2022

VALUATION SUMMARY

Final total	£82,000
--------------------	----------------

Bonhams

1793

VALUATION CERTIFICATE

INSURANCE VALUATION

Holy Trinity Church Without the Walls

Report number: 375735

Customer number: 25294257

Valuation date: January 26th 2022

This valuation certificate is issued in conjunction with Bonhams Valuation Service Descriptions and Terms.

In accordance with our contract dated January 26th 2022.

We value on the basis of Insurance the specified items in the foregoing valuation report making a total sum of

Eighty two thousand pounds

£82,000

To give you a guide to the likely cost of buying an item at retail premises, unless otherwise specified, we multiply our high estimate of the price for an item if sold at auction by two, to represent a notional retail price for the item.

This valuation is for the sole use of the client named above and may not be relied upon by any other person in any circumstances whatsoever.



2/17 March/2022

**Signed and dated
for and on behalf of Bonhams**

2 St John's Court
Vicars Lane
Chester
CH1 1QE

Tel: +44 1244 313 936
Email: chester@bonhams.com

Valuation Service Description and Terms

INTRODUCTION

These terms describe the legal basis on which valuations are carried out by Bonhams. They define and govern your legal relationship with us. In particular, they define the scope of the service we will provide to you and set out our obligations to each other. Your acceptance of and compliance with them is an essential pre-condition to Bonhams' performance of its obligations. Please read them carefully and ask for an explanation of anything that you do not understand.

We draw your attention in particular to clause 8 (your warranties about yourself and the items to be valued) and clauses 14 to 18, which set out limits on our overall liability to you.

We have done our best to ensure that these terms are fair and reasonable in accordance with applicable law, including the Unfair Terms in Consumer Contracts Regulations and the Unfair Contract Terms Act 1977. If any of these terms is found not to be sufficiently fair and reasonable under applicable law, you may not be bound by it. If you are a consumer, nothing in these terms will affect your statutory rights.

References in these terms to "Bonhams", "we" or "us" means Bonhams 1793 Limited and its successors and assigns. References to "you" means the person signing the form overleaf. References to "clauses" means clauses of these terms.

SERVICE DESCRIPTION

1. A valuation is only the opinion of the valuer acting with reasonable care and skill – it is not a guarantee of the price payable in respect of, or the cost of replacing, an item. The valuation will be subject to any qualifications and/or caveats expressed by the valuer when providing it.

2. The valuation will be carried out by one of our "general valuers". A "general valuer" is a person experienced in conducting general valuations but may not have specific relevant experience of the items concerned.

3. The general valuer may recommend that one or more particular item(s) (for example fine art) should be appraised by a member of one of our specialist departments and/or requires authentication by an accepted independent expert. In these cases, you will not be able to rely on the valuation of the general valuer in respect of the relevant item(s). Upon your instruction, we will make arrangements for one of our specialist valuers to value the relevant item(s) or (as the case may be) to appoint the relevant independent expert to authenticate the item(s). Additional charges may be payable, and we will ask you to confirm your instruction in writing.

4. Different values may be attributed to a particular item depending on the basis upon which the valuation is carried out. It is your responsibility to ensure that you select the basis of valuation that is appropriate for your particular purposes.

5. The standard bases of valuation are as follows.

Probate/IHT: Our estimate of the price at which the item might reasonably be expected to fetch if sold on the open market in accordance with s160 of the Inheritance Tax Act 1984 (as amended, extended or re-enacted from time to time).

Market: Our estimate of the price the item may achieve if sold at auction, before deduction of any charges and excluding any buyer's premium.

Premium Market: Our Premium Market valuation is intended to indicate our opinion of the cost of buying the item at auction. We calculate this by providing our estimate of the likely top auction price before deduction of any charges, and incorporating a notional amount equal to 25 per cent of that price, representing the buyer's premium and other associated costs.

Insurance and Post Loss: If the item were to be bought at retail premises the retailer is likely to charge a significantly higher price for them than if it is bought at auction. Retail margins vary depending upon, amongst other things, the nature of the items to be sold and the location of the retail premises.

To give you a guide to the likely cost of buying the item at retail premises, we multiply our high estimate of the price for an item if sold at auction by two, to represent a notional retail price for the item. That valuation may however not provide a reliable guide to the actual cost of buying the item at retail premises. You should check with your insurer that a valuation carried out on this basis will be acceptable to your insurer.

In exceptional cases we may indicate in our valuation report that our valuation of a particular item has been carried out on a basis which differs from the basis described above.

In view of the fact that when we make a post loss valuation the chattels to be valued by us are likely to be unavailable or in such poor condition as not to be easy to value, our valuation will necessarily be based on the description, including photographs, of the chattel to be valued. As we will not be able physically to examine the chattel in the condition it was before it was lost or damaged we will need to make some assumptions as to the quality and condition of the chattel before it was lost or damaged, based on the description and photographs provided to us and any valuation will be qualified accordingly. If the description provided to us is insufficient, in our opinion, to enable us, on reasonable assumptions, to value the chattel in question, we may decline to value it.

In carrying out valuations, unless otherwise agreed with you in writing, the valuer will base his or her valuation on the following assumptions:

- (a) that the auction at which the item(s) is/are sold will be suitable and appropriately marketed and will be held at a venue appropriate for item(s) of that nature;
- (b) no Value Added Taxes or taxes or other payments will be payable by a buyer other than a buyer's premium;
- (c) the auctioneer would be entitled to charge a premium (plus VAT) on the sale of the item;
- (d) all requirements, legal and otherwise, relating to the import or export of the item has been complied with and all duties and taxes in respect of the import or export of the item have been paid in full and there are no restrictions on the export from the United Kingdom or the import into any jurisdiction of the item to be valued.

The value to be placed on an item will be set on

the basis of an auction sale on the date upon which it is valued.

It is possible that such values would be affected by changes in circumstances, such as economic conditions, after that date and therefore the value on subsequent dates may differ from the value attributable to them on the date of the valuation.

6. The valuer will produce a list of the items valued and, subject to your wishes, Bonhams will supply a bound volume of the completed valuation to be delivered by recorded delivery, subject to clause 10 below. It is your responsibility to check that all the items required to be valued are included. We will not be responsible for valuing the contents of any item unless you have specifically asked us to value them, nor (for the avoidance of doubt) for valuing any contents that are not immediately apparent from a reasonable inspection of the item in question and/or that are not readily visible and/or accessible to the valuer.

7. Bonhams will use its reasonable endeavours to produce a valuation within the time scale agreed, or, in the absence of such agreement within such time as it considers is appropriate for the type or purpose of the valuation.

WARRANTIES

8. Unless you tell us otherwise prior to the valuation, the valuation is conducted on the basis of the following warranties by you:

8.1 that you are the sole legal owner of the items concerned; and

8.2 that the items are free from all liens, charges, encumbrances and third party claims;

8.3 that all requirements, legal or otherwise, have been complied with in relation to the items;

8.4 that you have notified us of any material alterations to the items and provided us accurately with all information of which you and/or the legal owner of the items (if you are not the legal owner) is/are aware or reasonably ought to be aware relating to the items that may have a bearing on their value, such as:

- the authorship, attribution, condition, provenance, authenticity, age, suitability, quality or origin of the items; and

- the present or past ownerships of the items (including any association of the items with persons or events of note), including any concerns expressed by third parties relating to the same, and will promptly inform us if you become aware of any such information not previously disclosed to us. All such information must be supplied to us in writing;

8.5 that neither you nor - if you are a company, your directors, officers or your owner or their directors or shareholders - are an individual or an entity that is, or is owned or controlled by, individuals or entities that at the time of signature of this agreement are:

- (a) the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, The United Kingdom Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or

- (b) located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan and Syria.

16. Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:

- (a) you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;
- (b) your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;
- (c) the items being valued are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing; and
- (d) that you consent to Bonhams relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.

FEES

9. Bonhams' fees, charges and expenses shall be as described on the front of this form. Unless otherwise agreed in writing, reasonable travel, accommodation and out of pocket expenses incurred by Bonhams shall be charged in addition to the basic fee on valuations. All fees, charges and expenses are exclusive of VAT and VAT will be payable by you on such fees and charges at the appropriate rate (currently 20%).

10. You agree to pay our fees, charges and expenses upon receipt of our invoice. The completed valuation will only be sent to you once full payment has been received. If you fail to pay the total amount due within 21 days of the invoice date, Bonhams will charge interest from the due date at the rate of 5% above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis, or (if lower) the highest rate of interest permitted by law, such interest to continue after judgement and to be due and payable upon demand.

11. We have the right to terminate the agreement between us:

- (a) for non-payment by you of fees owed to us. Until we receive all sums due to us in connection with these terms, you are not entitled to rely on the valuation or any draft or pro forma valuation provided to you or to use it (or them) or disclose it (or them) to any person for any purpose; or
- (b) in the event of breach by you of the warranties in paragraph 8.

LIMITATIONS/EXCLUSIONS AND TERMS

12. The valuation is for your use alone and no other person is entitled to use or rely upon it for any purpose. These terms may be relied upon only by us and you – no other person has any right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any of these terms. You may not transfer this agreement or any of your rights or obligations under it to any person without our written consent.

13. Bonhams' valuation services do not include the valuation of "general household" items (for example, clothes, electrical goods, carpets, curtains and personal effects).

14. Any statement as to authorship, authenticity, attribution, origin, date, age, suitability, provenance

or condition is a statement of opinion and is not to be taken as a statement or representation of fact or implying any basis of fact upon which the opinion is founded. No representation or warranty is given by Bonhams as to the condition, fitness for purpose or satisfactory quality of any items valued.

15. When you receive our valuation, please check it carefully. If you notice an error in the valuation, or we have not included all of the items you expected to be included in the valuation, or if you disagree with the value attributed to any particular item(s), you must notify Bonhams as soon as possible in writing and in any event not later than 28 days from the date you receive the valuation. Bonhams will have no liability for any errors or omissions that were (or should have been) apparent to you on your inspection of the valuation and which are not notified to us in writing within such period.

16. We accept no responsibility whatsoever for any loss of profits, loss of business, loss of revenue or income, or for loss of reputation, or for disruption to business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by negligence, breach of contract or otherwise.

17. If you have any claim(s) against us for any loss or damage for which we are liable and which has not been excluded under clause 16, your only right will be to claim payment from us of a sum in respect of damages, up to a maximum of £1,000,000 in aggregate. This limitation applies whether the loss or damage is caused by negligence, breach of contract or otherwise.

18. We will be responsible for damage to or loss or destruction of your items whilst they remain in our custody and control, up to a maximum of £1,000,000 in aggregate. We will not be responsible, however, for damage to the items or to other persons or things caused by woodworm or by changes in atmospheric conditions or temperature, nor will we be liable for damage to tension stringed instruments caused by the tensioning of the strings of those instruments or to gilded picture frames, plaster picture frames or to picture frame glass.

19. Nothing in these terms will be construed as excluding or restricting (whether directly or indirectly) any person's liability for, or as excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by its negligence, or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

IDENTIFICATION

20. We are obliged to obtain from you government issued identification and proof of address and such other information as we deem necessary to meet our obligations under applicable Sanctions, Anti-Money Laundering and Prevention of Terrorism regulations. Fulfilment of our obligations to you under this contract is conditional upon our completion to our satisfaction of our investigations into such matters.

GENERAL

21. If any provision (or part of a provision) of these terms is found to be illegal or unenforceable, the relevant provision (or the illegal or unenforceable part of it) shall be severed from this agreement to the extent it is illegal or unenforceable, and the

remaining provisions of this agreement shall continue in full force and effect.

22. These terms comprise the entire agreement between us relating to the valuation of your property. You acknowledge and confirm that in instructing us to value your item(s) and agreeing to these terms, you have not relied upon any representations, warranties or statements which are not expressly written into these terms or the form overleaf, signed by you and countersigned by us. All terms, representations (other than those made fraudulently), warranties and conditions which might otherwise be implied by law, and which are not expressly included in these terms, are excluded to the fullest extent permitted by law.

23. These terms are governed by and shall be construed in accordance with the laws of England and Wales and you and we both submit to the non-exclusive jurisdiction of the courts of England and Wales.

COMPLAINTS HANDLING POLICY

24. Bonhams has in place a Complaints Handling Policy ("CHP"), which has two stages. Stage one of the CHP gives Bonhams the opportunity to review and consider your complaint in full. Bonhams will try to resolve your complaint to your satisfaction. If you are not happy with Bonhams' response, you will have the opportunity to take your complaint to stage two. Stage two gives you the opportunity to have your complaint reviewed and considered by an independent redress provider.

Stage One: If you have spoken to Bonhams about your complaint, please put the details of your complaint in writing to make sure that Bonhams has a full understanding of the reasons for your complaint. Please send your written complaint to:

Harvey Cammell
Bonhams 1793 Limited
101 New Bond Street
London W1S 1SR
Harvey.cammell@bonhams.com
www.bonhams.com

Bonhams will consider your complaint as quickly as possible, and will acknowledge receipt of your complaint within 7 days. If Bonhams is not able to give you a full response, Bonhams will update you within 28 days.

Stage Two: If Bonhams is unable to agree on how to resolve your complaint then you have the opportunity to take your complaint to an independent redress provider. Bonhams has chosen to use the following redress provider:

Centre for Effective Dispute Resolution
(CEDR)
70 Fleet Street,
London EC1Y 1SU
Tel: 020 7536 6000
Email: info@cedr.com
www.cedr.com

RIGHT TO CANCEL THIS CONTRACT

25. If this contract was entered into by correspondence or somewhere other than at Bonhams' business premises and you are a consumer (as defined in The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013), you have the right within 14 days after the date the contract was entered into ("the Cancellation Period") to cancel the contract by completing the form set out at the end of these Terms or by giving us a clear written statement of your wish to cancel this contract. If you have requested us in writing to carry out the valuation before the expiration of the Cancellation Period and we have done so then 90 percent of the Fee and 100% of all charges and expenses incurred by us will nonetheless be payable to us.

Date of Assessment: 24/6/22

Assessment Completed by: Naomi Watts-Kitto (Conservator)

Date of next Assessment:

Condition Report: Chester Cathedral

Number (Temporary = T)	
Object	Pair of George I cylindrical flagons
Location	Holy Trinity Church Without the Walls, Blacon
Material(s)	Silver
Contents and Physical Description of object(s)	Pair of flagons with identical inscriptions reading 'To the honour of God and the use of ye parish church of ye Holy Trinity of ye City of Chester, June 8 th 1728'
Date/Period:	1727
Dimensions:	Height 36cm
Condition:	FAIR Evidence of past use One flagon has a split in the front of the bae (potentially cut?) Surface tarnishing Some residue cleaning products (silver polish) Both lids stable and securely attached Dents, knocks to sides Top of one of the flagons has a large dent Both have uneven bases
Handling notes:	Handle with gloves only
Packing Materials:	Store in boxes with foam supports to suit
Provenance	Created by William Danker, London 1727

Conservation requirements:	Store in boxes with foam supports to suit
Other:	<p>Value: £20,000 (Bonhams valuation schedule January 2022, reference 534644/1)</p> <p>Recommended storage as a pair</p>

Date of Assessment: 24/6/22

Assessment Completed by: Naomi Watts-Kitto (Conservator)

Date of next Assessment:

Condition Report: Chester Cathedral

Number (Temporary = T)	
Object	16 th century chalice and paten
Location	Holy Trinity Without the Walls, Blacon
Material(s)	Silver
Contents and Physical Description of object(s)	<u>Cup</u> Maker's mark beneath the text at the top rim Inscription around cup in several lines 'Drinke ye al of this for this is mi Blovd of the Nerwe Testament whiche is shed for yov and for Mane' <u>Paten</u> Plain design Single rim Puncture mark in centre both sides
Date/Period:	16 th century
Dimensions:	Height 18cm, diameter 19cm
Condition:	<u>Cup</u> VERY GOOD Uneven base Evidence of past use Some surface soiling No major dents or damage Base in good condition <u>Paten</u> GOOD Dents to edge (historic) On the base there is evidence of sticker (outline remains)
Handling notes:	Handle with gloves
Packing Materials:	To be stored in a box with adequate foam supports

Provenance	Both by William Mutton
Conservation requirements:	<u>Cup</u> Requires cleaning prior to display Bespoke foam insert in a box required <u>Paten</u> Light cleaning to remove fingerprints if positive
Other:	Value: £50,000 (Bonhams valuation schedule January 2022, reference 534644/3)

Date of Assessment: 24/6/22

Assessment Completed by: Naomi Watts-Kitto (Conservator)

Date of next Assessment:

Condition Report: Chester Cathedral

Number (Temporary = T)	
Object	Tazza on foot
Location	Holy Trinity Without the Walls, Blacon
Material(s)	Silver
Contents and Physical Description of object(s)	Stable base Four hallmarks and/or makers marks beneath family crest Name 'E. Booth' engraved on base
Date/Period:	1694
Dimensions:	29cm diameter
Condition:	GOOD Stable base Knocks to upper rim
Handling notes:	Handle with gloves
Packing Materials:	To be stored in box with foam supports to suit
Provenance	Makers mark DB, London 1694

Conservation requirements:	Some cleaning required Bespoke foam inserts for box
Other:	Value: £12,000 (Bonhams valuation schedule January 2022, reference

Chester Cathedral Collections - Loans In Form

Object Information	
Loan In Ref. No. (COLLECTIONS USE ONLY): CCLI	
Lender Name: Holy Trinity Church Without the Walls, Blacon	Lender status: Owner
Lender Contact details: Rev Tina Upton The Rectory, 50 Norris Road, Blacon, Chester CH1 5DZ	
Object number:	2
Object description	A pair of silver George I cylindrical flagons, on skirt bases, by William Danker, London 1727. Inscription reads: 'To the honour of God and the use of ye parish church of ye Holy Trinity of ye City of Chester, Jun 8 th 1728'
Valuation	£20,000 as a pair [Bonhams valuation 26 Jan 2022, reference 534644/1]
Condition	FAIR See condition report
Display Requirements	To be displayed with appropriate supports and in a secure case
Environmental Requirements	Avoid severe fluctuating temperatures
Handling requirements	Handle with gloves only
Potential risks	Theft
Dimensions	H 36cm
Intellectual property or licensing requirements	
Internal Exhibition Number	
Loan Agreement	
Holy Trinity Without the Walls, Blacon, Chester (the Lender) agrees to lend the above object(s) to Chester Cathedral Collections (the Borrower) for the above dates and reason. The terms of this loan are outlined below.	

1. Loan Term

The loan is for a five-year term, until August 2025, after which the loan can be ended or a new loan negotiated. Both the Borrower and the Lender undertake to give six months' written notice of an intention to end the loan during this period.

2. Insurance

The agreed valuation is £20,000. The Borrower will ensure that the object is insured for its material value only. In the event of partial loss the Borrower will repair or restore the object. In the event of total loss a worthy modern equivalent will be purchased.

3. Care

The object(s) will be cared for by trained Cathedral staff or by a suitably qualified external contractor if Cathedral staff are unable to address the needs of the object(s).

The Borrower will be responsible for the safekeeping of the object until it is returned to the Lender: it will not pass out of the custody of the Borrower.

The object(s) will be cared for as part of the Cathedral collection.

Any permanent damage will be reported to the Lender immediately.

The Borrower will make day-to-day decisions about the object(s), including:

- conservation action required
- inventory and cataloguing of information pertaining to the object(s)
- packaging materials to be used
- storage and use decisions (see below for further detail)

The Borrower will ensure that appropriate security and environmental conditions are in place to care for the object(s) whilst in their care.

4. Display and Use

The Borrower can display and use the items in any suitable way in Cathedral property as they see fit. This might include:

- Display in cases as part of a permanent or temporary exhibition
- Occasional use at religious and/or civic occasions
- Use as part of demonstrations or training by heritage professionals on Cathedral staff

The Lender may stipulate a prescribed line and method of acknowledgment to be used by the Borrower in the above and similar instances of display and use.

The Lender may inspect the object(s) at any time but must give written notice of the intent to inspect seven working days prior to visiting.

5. Costs

The Borrower agrees to bear the cost of caring for the object(s) during the loan period. In exceptional circumstances the Borrower may request financial assistance in caring for the objects from the Lender or the Diocesan Board of Finance.

Transport arrangements and costs will be borne by the Borrower at the start and during the loan period. The Lender will work with the Borrower to ensure that transfer of items into the latter's care is as risk-free and cost-effective as possible.

Upon the end of the loan period the Lender will bear the transport arrangements and costs.

6. Ending the Loan

The circumstances of terminating the loan are as follows:

- If the Borrower can no longer care/provide for the object(s) anymore. In this instance they will either approach the Lender according to the terms in [1.], above or find a suitable repository and inform the lender in writing one month prior to the transfer of care. OR
- If the Lender wants to terminate the loan for whatever reason, they must give six months' written notice. Upon the termination of the loan the Lender immediately bears the responsibility for care, cost, and transport of the object(s).

7. Reproduction and Intellectual Rights

The Borrower assumes reproduction and intellectual rights from the Lender during the loan period.

8. Communication

Any changes in circumstance to the status, capability, or resource of either the Borrower or the Lender must be immediately communicated to the other party. This might include:

- A change in the point of contact
- A change in organisational status and remit which alters the care of the objects

The borrower agrees to complete a condition assessment of the objects upon arrival in our care and to maintain excellent standards of care.

Signed:

Date:

Lender:

15th September 2022



Borrower:

Stage Four: Monitoring and Extending

Date	Description

Stage Five: Arranging Return and Closing

Arrangements for return or collection confirmed?: Y: N:	If Arrangements Y, detail:
Acknowledge safe return: Y: N:	Close loan file: Y: N:

Chester Cathedral Collections - Loans In Form

Object Information	
Loan In Ref. No. (COLLECTIONS USE ONLY): CCLI	
Lender Name: Holy Trinity Church Without the Walls, Blacon	Lender status: Owner
Lender Contact details: Rev Tina Upton The Rectory, 50 Norris Road, Blacon Chester CH1 5DZ	
Object number:	2
Object description	A 16 th century Chalice, by William Mutton, the cup with tapering bowl
Valuation	£50,000 as a set with Mutton Paten [Bonhams valuation 26 Jan 2022, reference 534644/]
Condition	VERY GOOD See condition report
Display Requirements	To be displayed with appropriate supports and in a secure case
Environmental Requirements	Avoid severe fluctuating temperatures
Handling requirements	Handle with gloves only
Potential risks	Theft
Dimensions	H 18cm diameter 19cm [?]
Intellectual property or licensing requirements	
Internal Exhibition Number	
Loan Agreement	
Holy Trinity Without the Walls, Blacon, Chester (the Lender) agrees to lend the above object(s) to Chester Cathedral Collections (the Borrower) for the above dates and reason. The terms of this loan are outlined below.	

1. Loan Term

The loan is for a five-year term, until August 2025, after which the loan can be ended or a new loan negotiated. Both the Borrower and the Lender undertake to give six months' written notice of an intention to end the loan during this period.

2. Insurance

The agreed valuation is £50,000 as a pair with the Mutton Paten. The Borrower will ensure that the object is insured for its material value only. In the event of partial loss the Borrower will repair or restore the object. In the event of total loss a worthy modern equivalent will be purchased.

3. Care

The object(s) will be cared for by trained Cathedral staff or by a suitably qualified external contractor if Cathedral staff are unable to address the needs of the object(s).

The Borrower will be responsible for the safekeeping of the object until it is returned to the Lender: it will not pass out of the custody of the Borrower.

The object(s) will be cared for as part of the Cathedral collection.

Any permanent damage will be reported to the Lender immediately.

The Borrower will make day-to-day decisions about the object(s), including:

- conservation action required
- inventory and cataloguing of information pertaining to the object(s)
- packaging materials to be used
- storage and use decisions (see below for further detail)

The Borrower will ensure that appropriate security and environmental conditions are in place to care for the object(s) whilst in their care.

4. Display and Use

The Borrower can display and use the items in any suitable way in Cathedral property as they see fit. This might include:

- Display in cases as part of a permanent or temporary exhibition
- Occasional use at religious and/or civic occasions
- Use as part of demonstrations or training by heritage professionals on Cathedral staff

The Lender may stipulate a prescribed line and method of acknowledgment to be used by the Borrower in the above and similar instances of display and use.

The Lender may inspect the object(s) at any time but must give written notice of the intent to inspect seven working days prior to visiting.

5. Costs

The Borrower agrees to bear the cost of caring for the object(s) during the loan period. In exceptional circumstances the Borrower may request financial assistance in caring for the objects from the Lender or the Diocesan Board of Finance.

Transport arrangements and costs will be borne by the Borrower at the start and during the loan period. The Lender will work with the Borrower to ensure that transfer of items into the latter's care is as risk-free and cost-effective as possible.

Upon the end of the loan period the Lender will bear the transport arrangements and costs.

6. Ending the Loan

The circumstances of terminating the loan are as follows:

- If the Borrower can no longer care/provide for the object(s) anymore. In this instance they will either approach the Lender according to the terms in [1.], above or find a suitable repository and inform the lender in writing one month prior to the transfer of care. OR
- If the Lender wants to terminate the loan for whatever reason, they must give six months' written notice. Upon the termination of the loan the Lender immediately bears the responsibility for care, cost, and transport of the object(s).

7. Reproduction and Intellectual Rights

The Borrower assumes reproduction and intellectual rights from the Lender during the loan period.

8. Communication

Any changes in circumstance to the status, capability, or resource of either the Borrower or the Lender must be immediately communicated to the other party. This might include:

- A change in the point of contact
- A change in organisational status and remit which alters the care of the objects

The borrower agrees to complete a condition assessment of the objects upon arrival in our care and to maintain excellent standards of care.

Signed:

Date:



Lender:

15th September 2022

Borrower:

Stage Four: Monitoring and Extending

Date	Description

Stage Five: Arranging Return and Closing

Arrangements for return or collection confirmed?: Y: N:	If Arrangements Y, detail:
Acknowledge safe return: Y: N:	Close loan file: Y: N:

Chester Cathedral Collections - Loans In Form

Object Information	
Loan In Ref. No. (COLLECTIONS USE ONLY): CCLI	
Lender Name: Holy Trinity Church Without the Walls, Blacon	Lender status: Owner
Lender Contact details: Rev Tina Upton The Rectory, 50 Norris Road, Blacon Chester CH1 5DZ	
Object number:	2
Object description	A 16 th century Paten, by William Mutton, the plate paten plain within a reeded border.
Valuation	£50,000 as a set with Mutton Chalice [Bonhams valuation 26 Jan 2022, reference 534644/3]
Condition	GOOD See condition report
Display Requirements	To be displayed with appropriate supports and in a secure case
Environmental Requirements	Avoid severe fluctuating temperatures
Handling requirements	Handle with gloves only
Potential risks	Theft
Dimensions	H 18cm diameter 19cm [?]
Intellectual property or licensing requirements	
Internal Exhibition Number	
Loan Agreement	
Holy Trinity Without the Walls, Blacon, Chester (the Lender) agrees to lend the above object(s) to Chester Cathedral Collections (the Borrower) for the above dates and reason. The terms of this loan are outlined below.	

1. Loan Term

The loan is for a five-year term, until August 2025, after which the loan can be ended or a new loan negotiated. Both the Borrower and the Lender undertake to give six months' written notice of an intention to end the loan during this period.

2. Insurance

The agreed valuation is £50,000 as a set with the Mutton Chalice. The Borrower will ensure that the object is insured for its material value only. In the event of partial loss the Borrower will repair or restore the object. In the event of total loss a worthy modern equivalent will be purchased.

3. Care

The object(s) will be cared for by trained Cathedral staff or by a suitably qualified external contractor if Cathedral staff are unable to address the needs of the object(s).

The Borrower will be responsible for the safekeeping of the object until it is returned to the Lender: it will not pass out of the custody of the Borrower.

The object(s) will be cared for as part of the Cathedral collection.

Any permanent damage will be reported to the Lender immediately.

The Borrower will make day-to-day decisions about the object(s), including:

- conservation action required
- inventory and cataloguing of information pertaining to the object(s)
- packaging materials to be used
- storage and use decisions (see below for further detail)

The Borrower will ensure that appropriate security and environmental conditions are in place to care for the object(s) whilst in their care.

4. Display and Use

The Borrower can display and use the items in any suitable way in Cathedral property as they see fit. This might include:

- Display in cases as part of a permanent or temporary exhibition
- Occasional use at religious and/or civic occasions
- Use as part of demonstrations or training by heritage professionals on Cathedral staff

The Lender may stipulate a prescribed line and method of acknowledgment to be used by the Borrower in the above and similar instances of display and use.

The Lender may inspect the object(s) at any time but must give written notice of the intent to inspect seven working days prior to visiting.

5. Costs

The Borrower agrees to bear the cost of caring for the object(s) during the loan period. In exceptional circumstances the Borrower may request financial assistance in caring for the objects from the Lender or the Diocesan Board of Finance.

Transport arrangements and costs will be borne by the Borrower at the start and during the loan period. The Lender will work with the Borrower to ensure that transfer of items into the latter's care is as risk-free and cost-effective as possible.

Upon the end of the loan period the Lender will bear the transport arrangements and costs.

6. Ending the Loan

The circumstances of terminating the loan are as follows:

- If the Borrower can no longer care/provide for the object(s) anymore. In this instance they will either approach the Lender according to the terms in [1.], above or find a suitable repository and inform the lender in writing one month prior to the transfer of care. OR
- If the Lender wants to terminate the loan for whatever reason, they must give six months' written notice. Upon the termination of the loan the Lender immediately bears the responsibility for care, cost, and transport of the object(s).

7. Reproduction and Intellectual Rights

The Borrower assumes reproduction and intellectual rights from the Lender during the loan period.

8. Communication

Any changes in circumstance to the status, capability, or resource of either the Borrower or the Lender must be immediately communicated to the other party. This might include:

- A change in the point of contact
- A change in organisational status and remit which alters the care of the objects

The borrower agrees to complete a condition assessment of the objects upon arrival in our care and to maintain excellent standards of care.

Signed:

Date:



Lender:

15th September 2022

Borrower:

Stage Four: Monitoring and Extending

Date	Description

Stage Five: Arranging Return and Closing

Arrangements for return or collection confirmed?:		If Arrangements Y, detail:	
Y:	N:		
Acknowledge safe return:		Close loan file:	
Y:	N:	Y:	N:

Chester Cathedral Collections - Loans In Form

Object Information	
Loan In Ref. No. (COLLECTIONS USE ONLY): CCLI	
Lender Name: Holy Trinity Church Without the Walls, Blacon	Lender status: Owner
Lender Contact details: Rev Tina Upton The Rectory, 50 Norris Road, Blacon, Chester CH1 5DZ	
Object number:	1
Object description	A William and Mary period silver Tazza on foot, with gadroon border, centered by a monogram and a coat of arms and engraved E. Booth, on the underside, makers mark DB, London 1694.
Valuation	£12,000 [Bonhams valuation 26 Jan 2022, reference 534644/2]
Condition	GOOD See condition report
Display Requirements	To be displayed with appropriate supports and in a secure case
Environmental Requirements	Avoid severe fluctuating temperatures
Handling requirements	Handle with gloves only
Potential risks	Theft
Dimensions	H 36cm
Intellectual property or licensing requirements	
Internal Exhibition Number	
Loan Agreement	
Holy Trinity Without the Walls, Blacon, Chester (the Lender) agrees to lend the above object(s) to Chester Cathedral Collections (the Borrower) for the above dates and reason. The terms of this loan are outlined below.	

1. Loan Term

The loan is for a five-year term, until August 2025, after which the loan can be ended or a new loan negotiated. Both the Borrower and the Lender undertake to give six months' written notice of an intention to end the loan during this period.

2. Insurance

The agreed valuation is £12,000. The Borrower will ensure that the object is insured for its material value only. In the event of partial loss the Borrower will repair or restore the object. In the event of total loss a worthy modern equivalent will be purchased.

3. Care

The object(s) will be cared for by trained Cathedral staff or by a suitably qualified external contractor if Cathedral staff are unable to address the needs of the object(s).

The Borrower will be responsible for the safekeeping of the object until it is returned to the Lender: it will not pass out of the custody of the Borrower.

The object(s) will be cared for as part of the Cathedral collection.

Any permanent damage will be reported to the Lender immediately.

The Borrower will make day-to-day decisions about the object(s), including:

- conservation action required
- inventory and cataloguing of information pertaining to the object(s)
- packaging materials to be used
- storage and use decisions (see below for further detail)

The Borrower will ensure that appropriate security and environmental conditions are in place to care for the object(s) whilst in their care.

4. Display and Use

The Borrower can display and use the items in any suitable way in Cathedral property as they see fit. This might include:

- Display in cases as part of a permanent or temporary exhibition
- Occasional use at religious and/or civic occasions
- Use as part of demonstrations or training by heritage professionals on Cathedral staff

The Lender may stipulate a prescribed line and method of acknowledgment to be used by the Borrower in the above and similar instances of display and use.

The Lender may inspect the object(s) at any time but must give written notice of the intent to inspect seven working days prior to visiting.

5. Costs

The Borrower agrees to bear the cost of caring for the object(s) during the loan period. In exceptional circumstances the Borrower may request financial assistance in caring for the objects from the Lender or the Diocesan Board of Finance.

Transport arrangements and costs will be borne by the Borrower at the start and during the loan period. The Lender will work with the Borrower to ensure that transfer of items into the latter's care is as risk-free and cost-effective as possible.

Upon the end of the loan period the Lender will bear the transport arrangements and costs.

6. Ending the Loan

The circumstances of terminating the loan are as follows:

- If the Borrower can no longer care/provide for the object(s) anymore. In this instance they will either approach the Lender according to the terms in [1.], above or find a suitable repository and inform the lender in writing one month prior to the transfer of care. OR
- If the Lender wants to terminate the loan for whatever reason, they must give six months' written notice. Upon the termination of the loan the Lender immediately bears the responsibility for care, cost, and transport of the object(s).

7. Reproduction and Intellectual Rights

The Borrower assumes reproduction and intellectual rights from the Lender during the loan period.

8. Communication

Any changes in circumstance to the status, capability, or resource of either the Borrower or the Lender must be immediately communicated to the other party. This might include:

- A change in the point of contact
- A change in organisational status and remit which alters the care of the objects

The borrower agrees to complete a condition assessment of the objects upon arrival in our care and to maintain excellent standards of care.

Signed:

Date:



Lender:

15th September 2022

Borrower:

Stage Four: Monitoring and Extending

Date	Description

Stage Five: Arranging Return and Closing

Arrangements for return or collection confirmed?:		If Arrangements Y, detail:	
Y:	N:		
Acknowledge safe return:		Close loan file:	
Y:	N:	Y:	N:

Blacon Holy Trinity – Silverware - Correspondence with parish and others

- Attachments in blue are included within the proposals section
- Attachments in black italics are superseded and not included within the application

Date	Message
12/11/2020 To: Caroline Hilton From: Tina Upton	<p>I wonder if I could just ask you a question? I was trying to phone, but I guess you are working from home in the current circumstances.</p> <p>Holy Trinity owns some valuable silverware, which is kept in our bank vault. (They were taken out for use at the 50th anniversary celebrations in 2010, and valued at the time - copy of this attached). To my knowledge, they have sat in the vault (save for that one 'use' really only for display purposes) for many years before and clearly since. There is no likelihood of us ever using them.</p> <p>The flagons and tazza were valued then at about £8-10,000 between them. What I would like to know, is what would be the chances of a Faculty being granted to us if we wanted to dispose of them (and not the Mutton cup and paten which are historically more important)? My enquiry is just speculative, and I haven't properly discussed this with churchwarden or PCC yet.</p> <p><i>Valuation of Bonhams dated 30 November 2005, and photograph and description</i></p>
12/11/2020	<p>File Note of phone conversation between Caroline Hilton and Tina Upton</p> <p>We discussed the proposal to sell the flagons and tazza which are being kept in a bank vault (so there are not any better photos we can get currently). Tina felt that during these difficult times it didn't feel right to hold onto those items when the money from their sale could be put to good use. I explained that this request could be take to the DAC for informal advice, but that the Committee may not be supportive of the church selling off those items (noting that when a church had made a similar enquiry last year the Committee had not been supportive of selling those items, and suggested the parish either try and bring them into use again or explore the possibility of loaning them to a museum). I advised however, that the Committee could look at this request on its own merits and offer informal advice.</p>

<p>23/12/2020</p> <p>To: Tina Upton</p> <p>From: Katy Purvis</p>	<p>DAC Advice</p> <p>I am writing to let you know that at its meeting of 18 December 2020 the DAC considered the request to sell the silver flagons and tazza, and resolved to offer the following informal advice:</p> <ol style="list-style-type: none"> It acknowledged the reason for the request. It also acknowledged that there is a general presumption against the sale of church silver, and a persuasive argument is therefore required for the disposal of silver to be considered favourably. (The Church Buildings Council advises against disposal of historic silver from churches). The Committee's position in this matter will depend on the extent of the association of the items with the church The Committee would be willing to consider the request further once it had been provided with full details of the provenance of the flagons and tazza It noted that the Grosvenor Museum in Chester has been approached previously to take historic Chester silver
<p>24/04/2022</p> <p>To: Katy Purvis From: Tina Upton</p> <p>With attachment</p>	<p>I am writing to DAC for further advice regarding the silverware we have previously consulted you about. In the last few months, the situation has changed, in that they were previously store in the vault at our local bank branch. However, RBS closed their Chester branch at start of April, and they asked us to collect the items we had stored in their vault</p> <p>We have enquired about other potential places to safely store the silverware, and the options we have are: various private vaults which all cost per annum, or purchasing a new safe in order to keep them at the church (to comply with insurance requirements - our existing safes are not adequate for items of such value). For your information, Grosvenor Museum are no longer accepting silverware from churches (ironically enough, Holy Trinity had at one stage stored this silverware there - but were removed from there a while ago, due to a decision by a former Rector, Ken Povey). For your information, in addition to the two flagons and tazza previously mentioned, we also own a very valuable and rare 16th century chalice and paten by William Mutton, which we are also needing to find suitable safe storage for (but these are of such significant historic value that we are not seeking to sell those).</p> <p>Any private vault or safe is more expensive, the larger the volume of items needed to be stored in it. The size of the flagons and tazza are such that they considerably increase the size of any container needed, therefore we are wanting to sell them instead of paying large sums to store items which we will never use. I attach a copy of the latest insurance valuation we have had this year, which shows the items and their size.</p>

	<p>A question was asked by DAC about the provenance. I am not aware (and the Terrier makes no mention of) how these items came into the church's possession - however, it is clear that they have belonged to the parish for a long time. (The inscription on the flagons which names the church, gives a date of 1728). Although the tazza is dated 1694, there is no indication when it came into the possession of the church.</p> <p>None of the items have been used with any regularity in the church. The last time they saw the light of day was when they were brought to Blaon for display (they were not directly used within the service) - at a celebration of the current building's fiftieth anniversary, in 2010. Prior to that, I think it had been decades since they had been brought out. Although the current PCC have become aware of their existence due to recent discussions (and previous wardens will have known due to their listing in the Terrier) they are not items I have ever heard church members mentioning (other than the Mutton Cup), so they do not feature in the life of this church, and as such do not have a strong association with us.</p> <p>Given this further information, we wonder whether the DAC could provide us with further advice, as we would like to press ahead with applying for a Faculty to sell them.</p> <p>3) Insurance valuation of Bonhams dated 26 January 2022</p>
<p>25/04/2022</p> <p>To: Tina Upton From: Katy Purvis</p>	<p>I will put this on the agenda for the May meeting, and we will need to ask the CBC for their advice too. The CBC guidance generally advises against disposal of silverware, as per the attached document. The last paragraph says</p> <p>Parishes considering disposal of any treasures should in the first instance contact their DAC, who will in turn refer to the Church Buildings Council. The Council will require statements of significance developed with an independent assessment of the particular art historical significance of the object, before offering its advice. Academic institutions and museum experts may be able to help parishes with this. Statements from professionals with a commercial interest in a sale are not considered to be sufficiently independent.</p> <p>I know you've said the Grosvenor won't take the items, but they might be able to help you with an assessment, as the guidance implies Bonham's valuation won't be acceptable to the CBC.</p> <p>Mike asked me to look into alternatives to the bank safe earlier in the year, I think he passed that on to you, but if he didn't, this is what I found out.</p> <p><i>"I had a look yesterday, there don't seem to be many options in the North west really. I would be wary about churches using a small independent place, it seems a bit too risky. London diocese apparently deposited church plate in the Tower of London during the pandemic, because they worried about looting, (according to the awful Daily Mail) but I don't think</i></p>

	<p><i>that is an option!</i></p> <p><i>The Royal Mint in South Wales is probably the best place nationally, but too far away.</i></p> <p><i>State Bank of India are the only bank that routinely offer safety deposit boxes outside the south east, but Manchester and Wolverhampton are the only options for Chester.</i> https://sbiuk.statebank/safe-deposit-locker</p> <p><i>Lloyds bank have safety deposit boxes in their Manchester branch</i> https://www.lloydsbank.com/current-accounts/personal-safe-deposit-boxes.html</p> <p>For info, Mike also mentioned "independent safe deposit firms (I've googled the Safe Deposit Federation and the Safety Deposit Association) – there are local vaults in Liverpool and Manchester</p> <p><i>This place is also in Manchester, it is independent but seems well established.</i></p> <p>https://www.stjames-safedeposit.com/</p> <p>The CBC has a guidance note on protecting your treasures, but it didn't seem particularly helpful in this case</p> <p>We will let you know what the DAC say in May, and if you need any help with preparing what the CBC are asking for, please let me know</p>
<p>11/05/2022</p> <p>To: Katy Purvis From: Tina Upton</p>	<p>Further to previous correspondence, just to clarify our position as a PCC for DAC. The cost of a Eurograde 1 safe for just the mutton cup and paten (height 18cm, diameter 19cm) would be approx 650 +vat new; whereas a larger one to also accommodate the flagons (height 36cm) and tazza (diameter 29cm) would be at least 1150+vnt new.</p> <p>If instead of a safe on our premises we were to use a private vault (say in Liverpool) - that would be a difference between £430pa and £1470pa</p>
<p>06/06/2022</p> <p>To: Tina Upton From: Katy Purvis</p>	<p>DAC Advice</p> <p>I am writing to let you know that at its meeting of 27 May 2022 the DAC considered the request for advice on disposal of the church silverware and wished to offer the following informal advice</p> <ol style="list-style-type: none"> 1. The Committee sympathised with the parish wish to not have to deal with continuing expenditure on these items which are of no practical use to them, and which the Committee assumes are being securely stored by some other means now. 2. It was however, still concerned that these items should not be lost, as they are historic items associated with the City of Chester. The DAC will therefore make enquires as to whether it would be possible for the items to be stored at Chester

	<p>cathedral. Whilst this would mean the parish were not gaining money from selling the items, they would be relieved of the costs associated with retaining them</p> <p>Please let me know if I can clarify any of these points</p>
<p>08/06/2022</p> <p>To: Carolyn Bruce of Chester Cathedral From: Katy Purvis</p>	<p>One of our DAC architects, Nick Rank, has suggested we approach you regarding the above matter</p> <p>Blacon Holy Trinity parish have recently asked the DAC for advice on disposal of some unwanted but valuable historic silverware, a pair of 1727 George 1 flagons, inscribed "To the honour of God and the use of ye parish church of ye Holy Trinity of ye City of Chester, June 8th 1728", valued at £20K and a 1694 William and Mary tazza valued at £12K. The details of the items and the parishes request for advice are attached</p> <p>The parish do not use these items, and had historically stored them in an RBS bank vault. The branch has now closed, and the parish are struggling to find alternative safe storage. They wish to dispose of the items, but CBC guidance is strongly opposed to disposal of treasures unless in extreme circumstance, which is not yet felt to be met. The cost of alternative safe storage is an unwelcome expense, the DAC considered that although it would be preferred that the items are held somewhere in and for the diocese, it is unreasonable for this parish to bear the cost and responsibility.</p> <p>The Grosvenor Museum has been approached as a possible custodian, but declined the offer of these items, although it had previously housed them in the past.</p> <p>The items were formerly associated with Holy Trinity Church, Watergate, now The Guildhall, rather than the current Blacon Holy Trinity church. The Guildhall is within the parish of Chester St Peter, so there is no direct association with the current owner parish other than in name.</p> <p>At its meeting of 27 May 2022 the DAC offered the parish the following informal advice</p> <ol style="list-style-type: none"> a. The Committee sympathised with the parish wish to not have to deal with continuing expenditure on these items which are of no practical use to them, and which the Committee assumes are being securely stored by some other means now. b. It was however, still concerned that these items should not be lost, as they are historic items associated with the City of Chester. The DAC will therefore make enquires as to whether

	<p>it would be possible for the items to be stored at Chester cathedral. Whilst this would mean the parish were not gaining money from selling the items, they would be relieved of the costs associated with retaining them</p> <p>We are aware that the Cathedral has a desire to create a treasury in future, but appreciate that this may not happen for many years. We wonder if it would be possible for the Cathedral to store this items on behalf of the parish and diocese in the meantime, with a view to including them in the treasury in future?</p>
<p>14/06/2022</p> <p>To: Katy Purvis From; Emily Lanigan of Chester Cathedral</p>	<p>I am writing to you in response to your recent message relating to our housing of some historic plate Holy Trinity, Blacon no longer want/need. We are happy to take in the objects and care for them whilst Holy Trinity seek an alternative arrangement, or until we establish a treasury.</p> <p>We would welcome an opportunity to see the objects in person, assess their current condition and see what kind of additional care they might need (if any). If you are able to advise as to the best way for us to see the objects – or put us in contact with a member of the parish who could facilitate this – it would be much appreciated.</p> <p>Can I just clarify that, although you use disposal in relation to the removal of the items from the care of Holy Trinity, the arrangement here is of long-term loan as the DAC has been quite clear that the items should not become divorced from the historic relationship they have with the parish (though I note they feel it is tenuous at present). This is so we know what kind of paperwork and arrangements we need to put in place.</p>
<p>14/06/2022</p> <p>To: Tina Upton From: Katy Purvis</p>	<p>Hi Tina, this looks promising!</p> <p><i>(with above email of Emily Lanigan)</i></p>
<p>14/06/2022</p> <p>To: Katy Purvis From: Tina Upton</p>	<p>Excellent! Thank you Katy. I will make contact with Emily and arrange for her to see the silverware in question.</p>
<p>15/06/2022</p> <p>To: Emily Lanigan of Chester Cathedral From: Katy Purvis</p>	<p>Thank you very much for this positive response, this is very welcome news. I have forwarded your reply to the parish and they will contact you about a visit to assess the items. I have copied in the incumbent, Tina Upton so you have her details.</p> <p>In terms of your query about long term loan or transferring ownership, I can't really say without consulting the DAC, which we can do at next week's meeting. However I think the DAC were more concerned with retaining the historic relationship with the City of Chester and the Diocese, rather than the parish, as the parish isn't really connected to the items in any true historic sense. I believe the</p>

	<p>DAC would support the parishes wishes on this point, so it would be helpful for both DAC and the parish to get an idea of what the implications are for everyone if a loan or gift are pursued. If you could provide further details on that point, and the parish could let me know their preference, that would inform the Committee more meaningfully next week</p>
<p>17/06/2022</p> <p>To: Katy Purvis From: Emily Lanigan of Chester Cathedral</p>	<p>Many thanks for your email. We're pleased to hear that our response has been received positively and are glad we can be of service to the Diocese!</p> <p>As requested, I have included further information relating to the types of arrangement we are able to offer below. I have also attached examples of the forms required. These are by no means onerous but it is important that as much information as possible to create a full record of the significance and provenance of the items.</p> <p><u>Option 1: Donation/Gift</u></p> <ul style="list-style-type: none"> • Requires a transfer of title/ownership: you can see in the object entry form how this works. An individual would need to sign on behalf of the parish (or perhaps the DAC would do this?) • Retain historic narrative: the information included in the form and any additional information would be digitally (and physically in our archive system) linked to these items. We would want to retain a full, unbiased narrative of the journey of the items, their place in parish life at various points in their history, and how they came to be kept (or owned by, as the case may be) by Chester Cathedral • Care: We would treat the items with the care in line with best practice. The Cathedral Conservator, assisted by myself, will complete a thorough conditions assessment before accepting/moving the items to our site to ascertain the care requirements of each object • Treasury: the matter of including the items in a future treasury – indeed, how they are made accessible to the public or presented in a public setting – would be decided by Chester Cathedral as the new owners of the items • This option would incur the least administrative burden on the parish going forward as we would take responsibility for the care and paperwork relating to the objects <p><u>Option 2: Loan (long-term, short-term, fixed term)</u></p> <ul style="list-style-type: none"> • Terms: This option retains an element of control and input for the parish but the terms would need to be mutually agreed • Narrative: As the parish remain the legal owners it is potentially easier to see the provenance trail (although, in my experience, this can disappear quite quickly when individuals

	<p>leave positions and information is not passed on). We are also able to retain the historic narrative if the objects were gifted to us, as above</p> <ul style="list-style-type: none"> • Chester Cathedral would want to ensure that the terms of any loan type were do-able at our end and ensured the best care for the objects • This option would require a review at the end of each loan period (or more frequently with a long-term loan) meaning that a member of the parish or the legal owner would need to renegotiate the terms each time with us <p>I hope the above and the attached provide a sufficient level of detail for the DAC to consider the options here. The Conservator and I are arranging to view the items in their current location with Tina Upton to see their environment and assess condition. We would be happy to provide a summary of our thoughts to the DAC after this visit has happened if that would be helpful?</p> <p>Feel free to send through any further questions.</p> <p><i>Loans in Form</i> <i>Object Entry Form</i></p>
<p>20/06/2022</p> <p>To: Emily Lanigan of Chester Cathedral From: Katy Purvis</p>	<p>Thanks Emily</p> <p>That's is all very helpful, I'm sure the DAC would appreciate your views after your visit</p>
<p>24/06/2022</p> <p>To: Katy Purvis From: Emily Lanigan of Chester Cathedral</p>	<p>The Conservator and I have just returned from our visit to Holy Trinity to look at the silver. Attached are our Condition Assessments of each item (some listed as pairs). We remain happy to accept the items into our care and look forward to hearing back from the DAC as to the route to be taken.</p> <p>Please let me know if you need any more information.</p> <p>4) Condition reports for pair of cylindrical flagons, tazza on foot and 16th century chalice and paten, all of Naomi Watts-Kitto (Conservator) dated 24 June 2022</p>
<p>04/07/2022</p> <p>To: Tina Upton From: Caroline Hilton</p>	<p>DAC Advice</p> <p>I am writing to let you that at its meeting of 24 June 2022 the DAC considered the response of Chester Cathedral that it would be willing to accommodate the silverware either by it being given permanently to the Cathedral or by it being loaned to them, and the Committee wished to offer the following feedback:</p> <ol style="list-style-type: none"> It warmly welcomed the willingness of the Cathedral to accommodate the silverware In considering the options of either loaning or permanently

	<p>giving the silverware to the Cathedral the Committee considered the most suitable option for the parish would be to loan the items. (This is in case the CBC guidance changes in future years in a way that means the parish may sell the items after all).</p> <p>If you have any queries please do let me know.</p>
06/07/2022 To: Emily Lanigan of Chester Cathedral From: Tina Upton	Having now heard from DAC that they recommend we do this as a (long term) loan - I am wondering if we could arrange for this to happen asap?
08/07/2022 To: Tina Upton From: Emily Lanigan of Chester Cathedral	<p>Many thanks for your email. I hope this was welcome news to you!</p> <p>I appreciate the need to get this loan arranged as soon as possible. The loan conditions will take a little bit of time to work up and I am approaching a period of annual leave starting on 12 July. Copying in Katy to see if there were any comments or notes from the DAC meeting which might help as I draw up the arrangement.</p> <p>I will endeavour to get a rough draft of the terms together before I go away, but it is possible this loan will be being finalised around mid-April. If you have any specific concerns about the objects other than their being kept in the parish please do let us know and we will support as best we can.</p>
08/07/2022 To: Emily Lanigan of Chester Cathedral From: Tina Upton	<p>Thank you for this and I do appreciate it will take a while to sort out - but April is many months away!</p> <p>Is there anyway of arranging a short term loan quickly, pending agreeing long term loan conditions?</p>
11/07/2022 To: Tina Upton From: Emily Lanigan of Chester Cathedral	<p>Apologies: I intended to write mid-August! I would also like to hear back from Katy/the DAC to confirm that there was no additional information from their recent meeting. I will draw up a draft loan as soon as possible, aiming for mid-August for it to be arranged. I understand the urgency in moving this forward but it is better to ensure that the terms of the loan are appropriate so we don't end up with a complicated situation later on.</p>
26/07/2022 To: Tina Upton From: Katy Purvis	<p>DAC Advice</p> <p>I am writing to let you that at its meeting of 22 July 2022 the DAC standing committee considered whether a faculty application was required for the loan of the silverware to Chester Cathedral. The standing committee resolved, subject to the parish submitting a faculty, to recommend the scheme</p> <p>The standing committee also wished to offer the following feedback:</p>

	<p>1. In their faculty application the parish should assert that this loan of the silverware will not be controversial in the parish</p> <p>This means that if you provide the details above as part of an application via the online faculty system, Caroline will be able to raise the notification of advice, and you will be able to post the public notice.</p> <p>If you have any queries please do let me know</p>
<p>26/07/2022</p> <p>To: Emily Lanigan of Chester Cathedral From: Tina Upton</p>	<p>Just to let you know that DAC asked us to begin a Faculty application to formalise the long term loan to the cathedral, which I have just done. They now only require the copy of the agreement between ourselves to complete the process. So, please could you send me a draft agreement when you have it, as soon as possible?</p>
<p>29/07/2022</p> <p>To: Tina Upton From: Emily Lanigan of Chester Cathedral</p>	<p>Thank you for letting us know you have applied for faculty. Please be assured that we are working through the loan agreement as quickly as possible but need to finalise some details before it is shared. Ensuring that the care arrangements for these significant items is at the top of our priority. I hope to be able to report progress within the next few weeks.</p> <p>As ever, please let me know if we can support in any other way prior to the agreement being shared.</p>
<p>09/08/2022</p> <p>To: Tina Upton From: Emily Lanigan-Palotai of Chester Cathedral</p>	<p>Thank you for your patience whilst we arranged the details of the loans for the objects Holy Trinity are looking to loan to the Cathedral.</p> <p>Please find attached the loan agreements and condition reports for each item you are looking to loan to us (the Flagons have been grouped together as one). The loan agreements are identical for each item with only the value and details of that item being changed. Please read through the terms of the loan and let us know if you have any feedback. Likewise, Katy, please do pass these documents on to the DAC and let me know if there is any feedback on their contents. We hope the terms of the loan satisfy the requirements of the parish and demonstrate how we intend to care for and make use of the items whilst in our care.</p> <p>If both parties are happy with the loan agreement could the agreement be signed by the relevant individual (digital signature is fine) and returned. I have filled in the majority of the Lender (Holy Trinity) details but am unable to complete contact details so could these please be completed.</p> <p>Please let us know if you have any questions about the loan agreements, condition reports, or the process going forward.</p> <p><i>Chester Cathedral Collections - Loans in Forms</i></p>

10/08/2022 To: Emily Lanigan-Palotai of Chester Cathedral From: Tina Upton	Thank you so much for this - I will seek PCC approval as soon as possible. In the meantime, just to check, in the T&Cs it says 5 years term 'until August 2022'. Is that meant to read 2027?
27/08/2022 To: Tina Upton From: Emily Lanigan-Palotai of Chester Cathedral	<p>Many thanks for your separate comments on the loan agreements. I have made the slight amendments, as requested, to the loan period (my fault!) and the source of funds in exceptional circumstances of emergency care to the items.</p> <p>I have reattached the loan agreements for your perusal and am very happy to discuss any further questions you might have. If there are no questions then please feel free to sign the forms. A reminder that the Lender details are still required so please do check that you provide them.</p>
27/08/2022 To: Emily Lanigan-Palotai of Chester Cathedral From: Tina Upton	Thank you for this. We have a PCC meeting on 14th Sept and will hopefully agree them then.
15/09/2022 To: Katy Purvis From: Tina Upton	<p>Our PCC discussed the loan agreements last night, and I am pleased to say have approved them. I attached the forms signed by me - they just now need your signature to complete, and then I think we can discuss making arrangements to deliver the silverware to the cathedral.</p> <p>Katy, please could you confirm how our faculty permission for this is completed?</p>
03/10/2022 To: Tina Upton From: Katy Purvis	<p>I'm sorry for the delay in replying, I've been horribly busy and now catching up.</p> <p>I've uploaded the signed forms to the application and checked the last DAC advice, which includes "In their faculty application the parish should assert that this loan of the silverware will not be controversial in the parish"</p> <p>We had previously thought you didn't need to fill in a Statement of Needs, but on reflection I think that would be the right document to include the above assertion. It doesn't need to be much at all, I think if you combined the text from your emails of 24/04 and 11/05 and added a paragraph to explain that the congregation and wider parish are happy, that would be good enough, and you could upload that or email it to me as the final step before submitting the application.</p> <p>That would allow Caroline to issue the notification of advice, which would allow you to publish the public notice. You will need to display that for 30 days, to allow people to understand the proposed loan and comment if they wish. The actual transfer can only legally</p>

	<p>happen when you receive faculty from the Chancellor via the Registrar, so although there isn't much more for the parish to do, there will be further steps that the diocese need to do before approval is officially issued.</p> <p>If you need any help with the statement of needs, please let me know, and then we will try to get this moving a bit quicker</p>
<p>03/10/2022</p> <p>To: Katy Purvis From: Tina Upton</p>	<p>Attached is a draft Statement of Needs - does this cover it?</p> <p>2) Statement of Needs</p>