

## TERMS AND CONDITIONS OF LOAN

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### 1 Preliminaries

- 1.1 The Borrower agrees to abide by the conditions specified in this loan agreement for the work(s) listed on the attached Schedule of Loans, unless any amendment is agreed with the Ashmolean Museum in writing.
- 1.2 The borrowing authority certifies and warrants that it is a publicly administered Museum or recognized educational, cultural, scientific, or other approved body, whose corporate legal responsibility can be relied on.
- 1.3 The Borrower shall keep the loan(s) in the same condition as received.
- 1.4 Loans are subject to review of a Facility Report by the Ashmolean Museum for all venues. This must include details of the building, security, fire detection and the name of the staff member coordinating loan arrangements. The Borrower agrees that the loan will be protected against the hazards of theft, fire, exposure to deteriorating light, extremes of temperature and relative humidity, insects, handling by unauthorized or inexperienced persons
- 1.5 It is estimated that Ashmolean costs, excluding photography and reproduction, which will be invoiced separately, will be approximately [estimate will be confirmed] . Refer to Clause 15.

### 2 Insurance

- 2.1 The Ashmolean Museum will arrange for Fine Arts insurance against 'all risks' and 'nail-to-nail'. The Ashmolean's insurance broker will contact the Borrower directly.
- 2.2 As appropriate, the Ashmolean Museum may at its absolute discretion accept indemnity cover under a national indemnity scheme. In this instance, a copy of the certificate of indemnity must be deposited with the Museum at least two weeks before the shipment date. Proof of cover of the minimum liability must also be supplied.
- 2.3 If indemnity cover under the UK Government Indemnity Scheme is accepted, we confirm that in line with Clause 2 of the Secretary of State's undertaking to indemnify (under section 16 of the National Heritage Act 1980), we agree that:
- 2.3.1 no restoration or conservation work is carried out on the object without prior agreement of the owner;
- 2.3.2 the borrower is under no liability for the loss of, or damage to, the object arising or flowing from:
- i. war, hostilities or war-like operations, but excluding acts of terrorism, riot, civil commotion, piracy and hijacking;
  - ii. the negligence or other wrongful act of the owner his servants or agents;
  - iii. the condition (including inherent vice or a pre-existing flaw) of the object at the time of its loan;
  - iv. restoration or conservation work undertaken to the object by the borrower, his servants or agents with the agreement of the owner; or
  - v. a third party claiming to be entitled to the object; and
  - vi. any liability which the borrower may incur to the lender arising out of the loan of the object shall not exceed the specified value.
- 2.4 The Ashmolean reserves the right to revalue the loans at any time to take into account the change in the market value of works of art.
- 2.5 For loans to the USA, the Borrower should provide a certificate of immunity or exemption from seizure (under 1965 US Federal Act 22 USC 2549).

### 3 Packing

- 3.1 All packing will be arranged by the Ashmolean Museum to meet museum specifications, at the Borrower's expense. All crate construction and packing and unpacking must be completed by specialist transport agents, approved by the Ashmolean Museum.

### 4 Transport

- 4.1 The Borrower will arrange transport in consultation with the Registrars Department of the Ashmolean Museum who must agree the proposed method and agent(s). If the Borrower proposes new or unknown companies, these companies will be assessed before being agreed by the Ashmolean.
- 4.2 Any transport company used must have recognized experience in the transport of fragile and valuable objects and their employees must be trained in the handling and packing of museum objects. For international shipments the company must possess the ability and the appropriate experience to deal with consignments of valuable and fragile material.
- 4.3 Any vehicle, whether owned by the transport company or the Borrower, used for the transport of Ashmolean Museum works should be closed vans (i.e. having solid sides and roof) with a windowless freight compartment separate from the driving cab. All vehicles should be equipped with good quality locking devices.

Ashmolean Museum Copy

Borrower's Copy

- 4.4 Vehicles must provide appropriate protection against vibration and shock and extremes in relative humidity and temperature. All heavy vehicles transporting Ashmolean Museum works must be equipped with air-ride suspension. All vehicles used should be fitted with climate control, capable of maintaining between 18 to 22° degrees Celsius. This control equipment is a definite requirement for the following:
- a) paintings on canvas and panel
  - b) items with a history of mould activity
  - c) sensitive organic materials
  - d) items notified to the Borrower as particularly sensitive
  - e) on occasions where prevailing temperatures exceed/are expected to exceed 26° Celsius, or fall below 15° Celsius
  - f) where the anticipated time in transit exceeds 8 hours
- 4.5 Vehicles and crew must be equipped with appropriate means of communication such as fixed and/or mobile phones for route monitoring and emergencies.
- 4.6 Vehicles must be provided with fire fighting equipment and the crew experienced in its use.
- 4.7 The vehicle must carry two drivers and be capable of taking a courier in comfort. Where space is limited a second escorting vehicle should be provided and equipped with mobile phone.
- 4.8 When a stopover is necessary, arrangements must be made to lodge the vehicle and/or objects in secure premises, which are protected by a 24-hour intruder and fire alarm system or under continuous supervision. Where works remain on the vehicle, climate control equipment should operate within the cited parameters.
- 4.9 The vehicle must NEVER be left unattended. The Borrower or their agent must notify the Ashmolean Museum Registrars Department in advance of all proposed stop-offs, including pick-ups that will result in conditions being disrupted inside the truck (i.e. back doors open and shut during journey). In the event of further collections when Ashmolean loans are on the vehicle, the van doors should be closed to maintain temperature, except for the actual period of loading.
- 4.10 The Ashmolean Museum Registrars Department must be notified of the approximate date of transport *at least 8 weeks in advance* and of the precise dates *no later than 4 weeks in advance* of shipment and return of loans.
- 4.11 Customs formalities for the return of international loans are the responsibility of the Borrower or their agent. Ashmolean Museum loans must not be unpacked for customs inspection en route.

## 5 Couriers

- 5.1 For many categories of loan within Great Britain and for all international loans, an Ashmolean Museum courier will accompany the loan. The courier is the official representative of the Ashmolean and has the authority to withdraw items from display where the stipulated requirements have not been met, whether for reasons of security or conservation.
- 5.2 All courier arrangements must be approved by the Registrars Department. For international loans where practicable, loans should be hand-carried with extra plane seats booked to allow for this, unless the size or number of the loan dictates otherwise. The number of nights accommodation for the courier will be determined by the need for acclimatization, number of loans, length of journey or complication of installation. As a guide, the normal requirement will be a minimum of two nights' accommodation and three days expenses for European venues. Couriers to East Coast USA must be provided with a minimum of three nights accommodation. For loans to West Coast USA, Asia and Australasia, couriers should have a minimum of four nights accommodation. The courier per diem must include the days of travel. Arrangements should be made to ensure the courier receives per diem on arrival. All transport, accommodation and living expenses must be provided. Business class transport is required for couriers when accompanying the loan on all flights and on both legs of long-haul flights. Tickets must be fully flexible unless otherwise agreed.
- 5.3 For loans to France, Belgium and the Netherlands, travel by road (Eurostar or Ferry) may be specified.

## 6 Receipt, Unpacking, Handling, Inspection

- 6.1 The loan shall be returned in the same condition as received by the Borrower.
- 6.2 If an object has been in transit for more than 8 hours it must normally remain in its crate to acclimatise at the Borrower's premises for 24 hours before unpacking.
- 6.3 When an Ashmolean Museum courier accompanies the loan, crates may only be opened and works installed under their supervision. Display cases housing Ashmolean loans must not be opened after installation until the return of the Ashmolean courier and any case keys must be stored securely. At the close of the exhibition, loans should be de-installed; condition checked and packed in the presence of the Ashmolean courier where present.
- 6.4 The Ashmolean will prepare a condition report prior to packing and will provide the Borrower with a copy of the report and full documentation on the loan. On receipt of the loan, the Borrower and the appointed courier (if any) will verify the condition of the loan as per the condition report. The Borrower will countersign the report and return a copy to the Ashmolean Museum. Display and handling specifications outlined in this condition report must be followed.
- 6.5 When a courier does not accompany the loan, the accompanying condition report must be checked against the loan and signed. The condition report must be completed at the end of the exhibition and returned with the loan to the Ashmolean.
- 6.6 Experienced technical staff must handle and install the loan.
- 6.7 A copy of the Ashmolean Museum receipt must be signed and returned to the Ashmolean Museum Registrars Department immediately on unpacking the loan to confirm safe receipt.
- 6.8 The condition of the loan may be monitored occasionally by the Ashmolean. The Borrower will provide access to the loan provided reasonable notice is given. Access to Ashmolean loans by Ashmolean staff or other parties designated by the Ashmolean must be allowed at all reasonable times.

- 6.9 Empty crates must be fully sealed and stored in a secure, waterproof and stable pest free environment, between 18–24° Celsius temperature, and 45–58° relative humidity. If this is not possible they must be allowed to acclimatize to this range for at least two days before repacking.

## 7 Security

- 7.1 The premises in which loans are to be housed must in all respects be sound and secure, the arrangements for temperature, humidity and light satisfactory, and proper precautions taken against fire.
- 7.2 The Borrower must have trained staff in constant attendance at all times when the exhibition is open to the public and during installation/de-installation. During installation/de-installation, only those individuals directly involved in the preparation of the exhibition should be admitted into the exhibition space and preparation areas.
- 7.3 Twenty-four hour invigilation is normally required. Where this is not provided, premises must be equipped with a modern intruder detection alarm system covering all possible access points during periods when the museum is closed. The Ashmolean may ask the UK Museums National Security Advisor for a report on the venue.

## 8 Standard Display, Environmental and Lighting Requirements

- 8.1 No conservation work, remounting, or any other treatment or repair may take place without the written approval from the Ashmolean Museum Registrars Department.
- 8.2 Except for packing, condition checking and installation, works of art may not be handled. Works should only be handled by trained gallery/museum staff and recognized fine art packers and shippers.
- 8.3 All painting/redecoration within the display area/s must be complete a minimum of 7 days prior to receipt of the works.
- 8.4 Direct sunlight must be excluded from the display area to limit changes to room temperature and humidity in addition to restrictions on light levels.
- 8.5 No food or drink is to be consumed and there must be no smoking in any storage or display area housing Ashmolean Museum loans. In areas of heavy pollution, measures must be taken to exclude or reduce levels of gaseous pollution. Objects must not be placed near sources of heat, cold or strong air-currents such as radiators, fireplaces, dehumidifiers, air-conditioning outlets or intakes, external walls or windows.
- 8.6 Paintings and works on paper must not be unglazed or removed from their display frames under any circumstances without prior consultation and written approval from the Ashmolean Museum Registrars Department.
- 8.7 General storage and display conditions for the groups of works follow. Please see Appendix A for any specific requirements.
- 8.7.1 **Works on Paper** - Works on paper will be supplied in oak frames with Perspex glazing. They should be fixed to the wall using the fixed hinges or, where not fitted, with a minimum of 3 mirror plates and security screws (not supplied). Light level for works on paper must be a maximum of 50 lux. Maximum of 30 lumen ultra violet. When the exhibition is closed, lights should be switched off. Temperature range of 20°C ±2°. Relative humidity range of 50 %RH ±5%
- 8.7.2 **Paintings** - Paintings will be backed and glazed with low-reflective laminated glass for loan, at the Borrower's expense. Paintings must be securely fixed to the wall. Light level must be a maximum of 250 lux. UV Levels: Less than 75 watt/lumen (15,000-75,000 µwatt/m<sup>2</sup>). When the exhibition is closed, lights should be switched off. Temperature range of 20°C ±2°. Relative humidity range of 50 %RH ±5%
- 8.7.3 **Textiles** - Framed textiles must be fixed to the wall using the fixed hinges or, where not supplied, with minimum of 3 mirror plates and security screws (not supplied). Unframed textiles must be shown in secure lockable display cases using suitable mounts. Light level for textiles must be a maximum of 50 lux. UV Levels: Less than 75 watt/lumen (15,000-75,000 µwatt/m<sup>2</sup>). When the exhibition is closed, lights should be switched off. Temperature range of 20°C ±2°. Relative humidity range of 50 %RH ±5%
- 8.7.4 **Objects** - To be displayed in secure lockable display case. Light level must be a maximum of 300 lux. Maximum of 200 lumen ultra violet. Send proposed display arrangements to the Ashmolean Registrars Department for approval by the Ashmolean Museum Conservation Department.
- 8.7.5 **Metals** - To be displayed in secure lockable display case. Temperature range of 20°C ±4°. Relative Humidity: maximum 45% RH. Light level must be a maximum of 300 lux. Maximum of 200 lumen ultra violet

## 9 Photography and Reproduction

- 9.1 Only Ashmolean photographs may be used for reproduction: these can be purchased from the Ashmolean Picture Library; details and request forms can be found here: <http://www.ashmolean.org/services/picturelibrary/>
- 9.2 The Ashmolean Museum grants permission for the borrower to reproduce the loan in the exhibition catalogue, publicity material (including on the borrower's website at 72dpi, 1000px longest side maximum) and educational resources accompanying the exhibition free of charge, provided the credit line given appears with each reproduction. For other commercial uses, including exhibition merchandise, please contact the Ashmolean Picture Library via [picture.library@ashmus.ox.ac.uk](mailto:picture.library@ashmus.ox.ac.uk).
- 9.3 Loans from the Ashmolean Museum may not be photographed/reproduced or filmed/televised (unless in an incidental manner as part of an exhibition review) without the prior permission of the Museum. Requests should be made to the Registrar's Department. Where permission is granted, an appropriate member of staff from the borrowing institution must supervise the operation, and in the case of commercially viable photographs, copyright is jointly held between the Ashmolean Museum and the photographer(s) unless otherwise stated, and copies must be sent to the Ashmolean Picture Library.

- 10 Acknowledgement**  
10.1 The credit line: '© Ashmolean Museum, University of Oxford' along with any other wording designated by the museum must appear in the exhibition catalogue alongside all reproductions in the exhibition catalogue and labels as well as all press appearances.
- 11 Exhibition Publication**  
11.1 Two copies of the catalogue must be sent to the Registrars Department of the Ashmolean Museum.
- 12 Exhibition Admission for Ashmolean Museum staff**  
12.1 If an admission charge is made for entry to the exhibition in which the loans are included, Ashmolean Museum staff must be granted free admission throughout the exhibition.
- 13 Damage or Theft**  
13.1 The Borrower must notify the Registrars Department of the Ashmolean Museum immediately of and confirm in writing details of any loss, damage, and destruction to Ashmolean Museum loans. The Borrower must also notify the insurer or indemnifying authority and the police, as appropriate. No treatment whatsoever may be undertaken without prior written approval from the Ashmolean Museum. An Ashmolean Museum conservator may be sent at the Borrower's expense to assess damage or carry out remedial work.  
13.2 The Borrower must notify the Ashmolean Museum of any theft at the Borrower's venue, which occurs while Ashmolean Museum works are on loan, even if Ashmolean works are not affected.
- 14 Touring Exhibitions**  
14.1 The Ashmolean will not normally lend works to exhibitions which tour to more than three venues. Works on paper are only available for loan to two venues of a touring exhibition or for a display period of a maximum of six months.  
14.2 The Ashmolean Museum loan agreement must be signed by each venue of a touring exhibition, in addition to the organizing body of the tour where this is different.  
14.3 The Borrower shall take out a single insurance policy to cover all venues of a touring exhibition on a 'wall to wall' basis.
- 15 Costs**  
15.1 Borrowers will meet all costs in connection with the loan. At the close of the exhibition, the borrower will be invoiced for costs incurred by the Ashmolean Museum. The Ashmolean Museum will invoice the Organizing institution of a touring exhibition. Where this is not made clear, the first venue of a tour will be invoiced and it is their responsibility to recover costs directly from other institutions. The Borrower must advise the Ashmolean Museum Registrars Department if another party that should be invoiced for these costs.  
15.2 Costs that can be charged by the Ashmolean Museum can include (without limitation):  
15.2.1 Record photographs; including new photography where required, for loan documentation  
15.2.2 Mounting and framing of works on paper; preparation of display supports  
15.2.3 Conservation and Registration time  
15.2.4 Preparation materials, such as laminated glass and mounts  
15.2.5 Preparation of condition reports, glazing and backing of paintings, materials and time  
15.2.6 Valuation by external valuers as necessary  
15.2.7 Transparency hire or reproduction fees  
15.3 UK VAT will be added to the total invoiced amount in the Ashmolean invoice as appropriate.  
15.4 The Ashmolean will invoice for costs so far incurred for the preparation of loans for requests which are cancelled at a late stage  
15.5 Ashmolean Museum invoices are payable within 30 days and interest will be charged on arrears  
15.6 Other costs for which the Borrower will be responsible are:  
15.6.1 Insurance  
15.6.2 Packing and transport, including construction or hire of crates, and packing and unpacking where required by specialist art transport companies  
15.6.3 Export license fees as appropriate and any customs and forwarding fees  
15.6.4 Courier travel costs and subsistence  
15.6.5 Travel and subsistence expenses of Ashmolean staff making periodical inspections of long-term loans
- 16 Alteration in exhibition dates:**  
16.1 If the exhibition opening or closing date changes, advise the Registrars Department of the Ashmolean Museum as soon as possible. A minimum of two months notice shall be given. Any changes must be put to the Visitors of the Ashmolean for approval.  
16.2 The addition of a venue to an exhibition must also be notified to the Registrars Department of the Ashmolean Museum as this is also subject to receipt of a satisfactory Facilities report and approval by the Visitors of the Ashmolean Museum who meet only six times per year.
- 17 Early Termination**  
17.1 The Ashmolean Museum reserves the right to recall or cancel the loan if the Borrower defaults in its responsibilities as stipulated in this Agreement, the Ashmolean Conditions of loan, or in the event of an emergency.

**18 Confidentiality**

18.1 Subject to the Freedom of Information Act, the Borrower and the Ashmolean Museum agree to treat with confidentiality all agreements made with each other or made with any third party relating to the Contract.

18.2 Confidential information shall only be divulged to employees who are directly involved in the Contract. Both the Borrower and Ashmolean Museum will ensure that such employees are aware of and comply with these obligations of confidentiality.

18.3 The provisions of this clause shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

**19 Governing Law**

19.1 The Borrower and Ashmolean Museum agree to attempt in good faith to resolve any dispute or claim arising out of or relating to this Contract promptly through negotiations between their representatives.

19.2 This Contract shall be governed by and interpreted in accordance with the law of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

**20 Special Conditions:**