

TERMS AND CONDITIONS OF LOAN

1 Definitions

For the purposes of this Agreement, the following terms shall have these meanings:

"Ashmolean" the Ashmolean Museum of Art and Archaeology, University of Oxford, Beaumont Street, Oxford, OX1 2PH

"Borrower's Venue" the address of the venue at which the Borrower is to display the Objects

"Courier" the representative of the Ashmolean Museum who is responsible for the ensuring the safe handling of the Objects at all points during the Loan Period

"GIS" the UK Government Indemnity Scheme as administered by Arts Council England (**ACE**) on behalf of the Department for Culture, Media and Sport (**DCMS**)

"Loan Period" the agreed upon dates for each loan, as indicated on page 1 of this Agreement

"Objects" each and every object being loaned as identified in Appendix A of this Agreement

2 Preliminaries

2.1 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 in writing.

2.2 The Borrower certifies and warrants that it is a publicly administered Museum or recognised educational, cultural, scientific, or other approved body, whose corporate legal responsibility can be relied on.

2.3 The Borrower shall take all reasonable steps to keep the loan(s) in the same condition as received.

2.4 The Borrower shall not carry out any restoration, cleaning, conservation or other work to the Objects unless directed to do so by the Ashmolean or with the Ashmolean's prior written agreement.

2.5 The Borrower shall not sell, assign, let, pledge, charge or otherwise encumber the Objects or any interests therein

2.6 The Borrower is not aware of any matter including third party claims that might prevent or impede the delivery of the Objects to and/or the return of the Objects from the Borrower's Venue

2.7 It is estimated that Ashmolean costs, excluding photography and reproduction, which will be invoiced separately, will be approximately £xxxxx. Refer to Clause 12.

FOR LONG TERM LOANS ONLY:

2.8 In the event of delay between the expiry of the previous Loan Agreement and the issue of a new Loan Agreement, the object(s) are held on loan to the by the Borrower under the terms of the previous Loan Agreement until either a new Loan Agreement is issued, or the object(s) are returned to the Ashmolean.

3. Insurance and Immunity from Seizure

3.1 The Borrower must insure the Objects, at the valuations as listed in Appendix A, against "all risks" and on a "nail to nail" basis. The proposed insurance cover must be discussed with and approved by the Ashmolean.

3.2 As appropriate, the Ashmolean 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 Ashmolean at least two weeks before the shipment date. Proof of cover of any minimum liability must also be supplied.

3.3 If indemnity cover under the UK Government Indemnity Scheme is accepted, the Borrower and the Ashmolean 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), and both parties agree that:

3.3.1 no restoration or conservation work is carried out on the object without prior agreement of the Ashmolean;

3.3.2 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, their 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, their servants or agents with the agreement of the Ashmolean; or
 - v. a third party claiming to be entitled to the object; and
 - vi. any liability which the Borrower may incur to the Ashmolean arising out of the loan of the object shall not exceed the specified value.
- 3.4 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.
- 3.5 Where applicable, the Borrower will ensure that the Objects qualify for immunity or exemption from seizure under any relevant nation states statutes or laws providing for immunity or exemption from seizure of works of art or other objects of cultural significance and that all conditions are required to be met pursuant to any such legislation for the Objects to be immune from seizure.
- 3.6 In entering this Agreement, the Borrower does not exercise sovereign authority entitling it to claim immunity under any laws in the UK or of the Borrower's own state
- 3.7 The Borrower agrees that this Agreement is a commercial transaction within the meaning of sections 3(1)(a) State Immunity Act 1978.
- 3.8 The Borrower shall assume the risk of loss, theft, damage or destruction of the Objects from the point of condition checking and packing. The Objects shall remain at the sole risk of the Borrower during the Loan Period and any further term during which they are in its possession, custody or control until such time as the Objects are redelivered to the Ashmolean, unpacked and condition checked.

4. Facilities and Security

- 4.1 Loans are subject to review of a Facility Report and environmental readings by the Ashmolean 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.
- 4.2 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.
- 4.3 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.
- 4.4 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 Borrower's Venue is closed. The Ashmolean may ask the UK Museums National Security Advisor for a report on the venue.
- 4.5 The Borrower must notify the Registrars' Department of the Ashmolean immediately of and confirm in writing details of any loss, damage, and destruction to Ashmolean 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. An Ashmolean conservator may be sent at the Borrower's expense to assess damage or carry out remedial work.
- 4.6 The Borrower must notify the Ashmolean of any theft at the Borrower's Venue, which occurs while Ashmolean works are on loan, even if Ashmolean works are not affected.

5. Packing and Transport

- 5.1 All packing will be arranged by the Ashmolean to meet museum specifications, at the Borrower's expense. Where possible, the Ashmolean will pack the Objects ready for transit. The Ashmolean cannot construct crates for transport. If purpose-built packing crates are required, the Ashmolean will arrange for this and the costs of this will be borne by the Borrower.
- 5.2 The Borrower will arrange transport in consultation with the Registrars' Department of the Ashmolean 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.



- 5.3 Any transport company used must have recognised 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.
- 5.4 Any vehicle, whether owned by the transport company or the Borrower, used for the transport of Ashmolean 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.
- 5.5 Vehicles must provide appropriate protection against vibration and shock and extremes in relative humidity and temperature. All heavy vehicles transporting Ashmolean 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
- 5.6 Vehicles and crew must be equipped with appropriate means of communication such as fixed and/or mobile phones for route monitoring and emergencies. Tracking devices should also be in operation where possible.
- 5.7 Vehicles must be provided with firefighting equipment and the crew experienced in its use.
- 5.8 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.
- 5.9 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. The Ashmolean must approve these arrangements in advance.
- 5.10 The vehicle must NEVER be left unattended. The Borrower or their agent must notify the Ashmolean 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.
- 5.11 The Ashmolean 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.
- 5.12 Customs formalities for the return of international loans are the responsibility of the Borrower or their agent. Ashmolean loans must not be unpacked for customs inspection en route unless the Ashmolean courier is consulted and is present.

6. Couriers

- 6.1 For many categories of loan within Great Britain and for all international loans, an Ashmolean courier will accompany the loan in transit and to oversee the packing/unpacking and the installation/deinstallation of the Objects. 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.
- 6.2 All courier arrangements must be approved by the Registrars' Department.
- 6.3 Couriers must receive adequate subsistence (to be agreed in advance) to cover all expenses, including a reasonable level of hotel for overnight stays.
- 6.4 When accompanying the Objects in transit, couriers should travel first class by rail or business class by air. For flights over 7 hours, business class tickets will also be required for the courier when not travelling with the Objects.
- 6.5 For loans to Europe couriers should receive a minimum of two nights' accommodation and three days expenses.
- 6.6 For loans to East Coast USA must be provided with a minimum of three nights accommodation and four days expenses.



- 6.7 For loans to West Coast USA, Asia and Australasia, couriers should have a minimum of four nights accommodation and five days expenses.
- 6.8 The courier must be provided with sufficient subsistence to cover meals, local travel and other reasonable expenses ('per diem'). The courier per diem must include the days of travel. If sufficient per diem is not provided, the Ashmolean will claim any reasonable additional expense.
- 6.9 Tickets must be fully flexible unless otherwise agreed.
- 7. Condition checking, handling and installation**
- 7.1 The loan shall be returned in the same condition as received by the Borrower.
- 7.2 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.
- 7.3 When an Ashmolean courier accompanies the loan, crates may only be moved, 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.
- 7.4 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. Display and handling specifications outlined in this condition report must be followed.
- 7.5 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.
- 7.6 Experienced technical staff must handle and install the loan.
- 7.7 A copy of the Ashmolean receipt must be signed and returned to the Ashmolean Registrars' Department immediately on unpacking the loan to confirm safe receipt.
- 7.8 The condition of the loan may be monitored occasionally by the Ashmolean. In the case of long term loans, site visits will be undertaken regularly. 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.
- 7.9 Empty crates must be fully sealed and stored in a secure, waterproof and stable pest free environment, between 18–24° Celsius temperature, and 45–60° relative humidity. If this is not possible they must be allowed to acclimatize to this range for at least 48 hours before repacking.
- 8. Standard Handling, Conservation, Display, Environmental and Lighting Requirements, Food and Drink**
- 8.1 Except for packing, condition checking and installation, objects may not be handled. Objects should only be handled by trained gallery/museum staff and recognized fine art packers and shippers.
- 8.2 No conservation work, remounting, or any other treatment or repair may take place under any circumstances without written approval from the Ashmolean Museum Registrars Department. This includes framed objects which must not be unglazed or removed from their display frames.
- 8.3 Objects may not be subjected to any kind of scientific examination without written approval from the Ashmolean Museum Registrars Department.
- 8.4 Display
- 8.4.1 Proposed display arrangements must be sent to the Ashmolean Registrars Department for approval by the Ashmolean Museum Conservation Department as soon as they are available, and by at least 2 months before the exhibition opens.
- 8.4.2 Display cases must conform to the security and construction requirements set out by the Ashmolean. These are specified in the attached 'Display Case Supplement'.
- 8.4.3 If an object is framed (e.g. paintings, works on paper, textiles) it must be screwed to the wall using the fixed hinges or where not supplied with a minimum of three mirror plates and security screws. Works on paper will be supplied in oak frames with Perspex glazing. Paintings will be backed and glazed with low-reflective laminated glass for loan, at the Borrower's expense.



8.4.4 Unframed objects (including textiles) must be displayed in a secure lockable case with suitable mounts. Mounts or supports should be constructed by the Ashmolean unless agreed otherwise beforehand.

8.4.5 Large free standing objects can be placed on open display providing that they are protected by a barrier that ensures the objects are out of reach.

8.5 Environment

8.5.1 Objects must not be placed near sources of heat, cold or strong air-currents such as radiators, fireplaces, humidifiers, dehumidifiers, air-conditioning outlets or intakes, external walls or windows.

8.5.2 Objects must be displayed and stored in a stable environment. Unless otherwise stated in Appendix A, this will be a temperature in the range of 16-24°C with a maximum cycle of 4°C in 24 hours, and relative humidity in the range of 40-60% RH not to exceed 10%RH fluctuation within 24 hours.

8.6 Lighting

8.6.1 Direct sunlight must be excluded from display areas in order to limit changes to room temperature and humidity.

8.6.2 Daylight and fluorescent lighting must be filtered with a suitable UV absorbing material so that UV radiation is below 50 microwatts per lumen and as close to 0 microwatts per lumen as possible.

8.6.3 The following lux levels apply unless otherwise stated in Appendix A.

Highly Sensitive - < 50 lux

Works on paper

Textiles

Photographs

Lacquer

Feathers, gut/skin

Organic materials with sensitive dyes/pigments

Sensitive - < 200 lux

Paintings on canvas

Unpainted ivory

Furniture

Bone

Wax

Plastics

Silver

Insensitive - no restriction

Stone

Ceramics

Metals (except silver)

Glass

Enamels

8.6.4 Lights in the display area must be turned off during non-public hours.

8.6.5 Proposed display hours per week (i.e. the number of hours per week in which objects are illuminated) must be sent to the Ashmolean Registrars Department for approval by the Ashmolean Museum Conservation Department beforehand.

8.7 No food or drink is to be consumed and there must be no smoking in any storage or display area housing Ashmolean Museum loans.

9 Photography and Reproduction

9.1 Only Ashmolean photographs may be used for reproduction: images and reproduction rights can be obtained via the Ashmolean Picture Library; details, terms and conditions and request forms can be found here: <https://www.ashmolean.org/ordering-images>.

9.2 Purchased images of loaned objects may be used for non-commercial exhibition publicity & educational purposes free of charge, subject to our standard Terms and Conditions (for further details or clarifications, please visit the site above or contact the Picture Library direct via picture.library@ashmus.ox.ac.uk.) Full credit lines (as provided)



should be used alongside each reproduction, and permissions pertaining any commercial uses should be obtained via the Picture Library via the details provided in section 9.1

- 9.3 Images may be used on the borrowing venue's web pages, but only at 1000 pixels at 72ppi as per our standard Terms and Conditions, and with the full credit line provided.
- 9.4 Visitors to the exhibition may take their own photographs (without a flash or use of a tripod or monopod) of the work(s) covered by this agreement provided they are only used for private, non-commercial purposes, unless otherwise stipulated (or the work is in artists' copyright where 3rd party permissions are required for reproduction).
- 9.5 Loans from the Ashmolean may not be photographed for filmed/ televised (unless in an incidental manner as part of an exhibition review) without prior written permission from the Ashmolean (requests should be made via the Registrars' Department) Where permission is granted, an appropriate member of staff from the Borrower must supervise the operation, and in the case of commercially viable photographs commissioned at the Borrower's expense, copies of the images should be sent to the Ashmolean Picture Library, and copyright is jointly held between the Ashmolean and the photographer/ Borrower, unless otherwise stated.
- 9.6 No photography of the Ashmolean shipments, crates, packing/unpacking, condition checks or handling is permitted without prior permission from the Ashmolean.
- 9.7 The credit line, "Ashmolean Museum, University of Oxford" with any additional wording that may be designated by the Ashmolean must be used in exhibition catalogue, labels and with all reproductions.

10. Press and Publicity

- 10.1 The Borrower shall not, without prior written consent from the Ashmolean use the name, any adaptation of the name, any logo trademark or other device of the Ashmolean or the University of Oxford otherwise than as stated in this Agreement.
- 10.2 All publicity materials using the Ashmolean or University of Oxford's image or logo must be approved in advance in writing by the Ashmolean.
- 10.3 Two copies of any exhibition catalogue must be sent to the Registrars' Department of the Ashmolean.

11. Exhibition Admission for Ashmolean Museum staff

- 11.1 If an admission charge is made for entry to the exhibition in which the loans are included, Ashmolean staff must be granted free admission throughout the exhibition on production of a staff identity pass.

12. Costs

- 12.1 The Borrower 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. The Ashmolean 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 Registrars' Department if another party that should be invoiced for these costs.
- 12.2 Costs that can be charged by the Ashmolean can include (without limitation):
 - 12.2.1 Record photographs; including new photography where required, for loan documentation
 - 12.2.2 Mounting and framing of works on paper; preparation of display supports
 - 12.2.3 Conservation and Registrar time
 - 12.2.4 Preparation materials, such as laminated glass and mounts
 - 12.2.5 Preparation of condition reports, glazing and backing of paintings, materials and time
 - 12.2.6 Valuation by external valuers as necessary
 - 12.2.7 Reproduction fees
 - 12.2.8 A Carbon Tax.
- 12.3 UK VAT will be added to the total invoiced amount in the Ashmolean invoice as appropriate.
- 12.4 The Ashmolean will invoice for costs so far incurred for the preparation of loans for requests that are cancelled at a late stage.
- 12.5 Ashmolean invoices are payable within 30 days and interest will be charged on arrears.
- 12.6 Other costs for which the Borrower will be responsible are:
 - 12.6.1 Insurance



- 12.6.2 Packing and transport, including construction or hire of crates, and packing and unpacking where required by specialist art transport companies
- 12.6.3 Export license fees as appropriate and any customs and forwarding fees
- 12.6.4 Courier travel costs and subsistence
- 12.6.5 Travel and subsistence expenses of Ashmolean staff making periodical inspections of long-term loans.

13 Alteration in exhibition dates:

- 13.1 If the exhibition opening or closing date changes, advise the Ashmolean Registrars' Department as soon as possible. A minimum of two months' notice must be given. Any changes must be put to the Visitors of the Ashmolean for approval.
- 13.2 The addition of a venue to an exhibition must also be notified to the Ashmolean Registrars' Department as this is also subject to receipt of a satisfactory Facilities report and approval by the Visitors of the Ashmolean who meet only five times per year.

14 Termination

- 14.1 Either party shall have the right at any time by giving written notice to the other to terminate this Agreement forthwith if the other party:
 - 14.1.1 is in material breach of any provisions of this Agreement and in the case of a breach capable of remedy, fails to remedy the same within 14 days of receiving a written request to do so;
 - 14.1.2 is unable to pay its debts or enters into compulsory or voluntary liquidation or compounds with or convenes a meeting with its creditors or has a receiver or manager or an administrator appointed of its assets or ceases for any reason to carry on business or if any of the foregoing events occurs under the laws of any jurisdiction in relation to it.
- 14.2 The Ashmolean reserves the right to withdraw objects from the agreed loan list or to recall the Objects on loan at any time if in the reasonable opinion of the Ashmolean, the Borrower and/or Borrowing Venue have not complied with the terms and conditions of this Agreement.

15. Liability

- 15.1 This Agreement sets forth the full extent of the Ashmolean's obligations and liabilities in respect of the Objects and their lease to the Borrower. The Objects are provided without warranty of quality or fitness for a particular purpose or any other warranty, express or implied. Any condition, warranty or other term concerning the Objects which might otherwise be implied into or incorporated within this agreement, whether by statute, common law or otherwise, is expressly excluded.
- 15.2 The Ashmolean accepts no liability or responsibility for the Borrower's possession of the Objects.
- 15.3 The liability of either party to the other for any breach of this Agreement, for any negligence, or arising in any other way out of the subject matter of this Agreement, will not extend to any indirect damages or losses, nor to any loss of profits, loss of revenue, loss of business, loss of data, loss of contracts or opportunity, whether direct or indirect; even if, in any such case, the party bringing the claim has advised the other of the possibility of those losses or if they were within the other party's contemplation.
- 15.4 To the extent permitted by law, the maximum liability of the Ashmolean to the Borrower under or otherwise in connection with this Agreement or its subject matter shall not exceed in total £[insert amount – loan fee].
- 15.5 The Borrower shall indemnify the Ashmolean for all and any losses, costs, fees, claims, demands and liabilities which may arise out of or in connection with this Agreement or the Borrower's possession of the Objects, except insofar as such claims arise from the gross negligence or wilful misconduct of the Ashmolean.
- 15.6 Nothing in this Agreement limits or excludes either party's liability for:
 - 15.6.1 death or personal injury resulting from its negligence; or
 - 15.6.2 any fraud or for any sort of other liability which, by law, cannot be limited or excluded

16. Confidentiality

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



- 16.2 Confidential information shall only be divulged to employees who are directly involved in the Agreement. Both the Borrower and Ashmolean will ensure that such employees are aware of and comply with these obligations of confidentiality.
- 16.3 The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.
- 17. Notices**
- 17.1 All notices and consents that are required to be given under this Agreement must be in writing and sent to the address of the recipient set out in this Agreement, or any other address which the recipient may designate by notice given in accordance with this Clause 16.1. Any notice may be delivered personally or by first-class pre-paid letter; and will be deemed to have been served, if by hand, when delivered or, if by first-class post, forty-eight (48) hours after posting.
- 18. Waiver**
- 18.1 Failure or delay by the Ashmolean in enforcing or partially enforcing any provision of this Agreement will not be construed as a waiver of any of its rights under this Agreement. Any waiver by the Ashmolean of any breach of, or any default under, any provision of this Agreement by the Borrower must be in writing signed by an authorised representative of the Ashmolean and will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of this Agreement.
- 19. Entire Agreement**
- 19.1 This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements or understandings between the Parties (either written or oral) relating to the subject matter of this Agreement.
- 19.2 This Agreement may be executed in any number of counterparts, each of which when executed will constitute an original of this Agreement, but all counterparts will together constitute the same agreement. No counterpart will be effective until each party has executed at least one counterpart.
- 20. Governing Law**
- 20.1 The Borrower and Ashmolean 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.
- 20.2 This Agreement shall be governed by English law. The English courts shall have exclusive jurisdiction to deal with any dispute that may arise out of or in connection with this Agreement.

