

## Conditions of Loan

### General

- The Whitworth agrees to lend the listed work(s) to the Borrower, for the agreed loan period, according to the terms and conditions in the Loan Agreement.
- The Whitworth confirms that it has legal title to the works(s) and/or is legally entitled to lend the work(s) to the Borrower, under the terms of the Loan Agreement.
- The Whitworth confirms that it is not aware of any past, current or potential claim by a third party, and that it has no reasonable cause to believe the work(s) were stolen, illegally exported, or illegally imported from its country of origin, as defined in the UNESCO Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Cultural Property, 1970.
- The Whitworth should be acknowledged as the lender of the work(s), in the labelling of the work(s), in any catalogue produced, and in any press or media coverage.
- For charging exhibitions, employees of the Whitworth should be permitted free entry to the exhibition.
- The Loan Agreement is governed and interpreted according to the laws of England and Wales, and each party submits to the exclusive jurisdiction of the English and Welsh courts for the resolution of any dispute.
- The Borrower should confirm a loan with six months' notice of commencement, providing all requested documents and fully sign paperwork.

### Risk and Insurance

- The Borrower shall insure the loaned work(s), for the value specified in the Loan Agreement. The Whitworth reserves the right to revalue the work(s) at any time, to take into account any changes in the market value. In such circumstances, the Borrower must alter the cover accordingly.
- The work(s) should be insured on an all risks, nail to nail basis, under a specialist fine art insurance policy. We would be grateful if you could send a copy of the policy at least 6 weeks in advance of the proposed collection date, including details of any exclusions. We reserve the right to insure the work(s) under our own policy at cost to the Borrower, should we have any concerns about the level of cover offered.
- The Whitworth will consider indemnity under a national indemnity scheme, providing the scheme offers the required level of cover. Where a minimum liability applies, the Borrower will take out the appropriate insurance to cover this.
- Where artworks are covered under UK Government Indemnity, the Whitworth acknowledges that the conditions precedent, as cited below, are a term of the loan:
  - No restoration or conservation work is carried out on the work(s), without the prior agreement of the owner.

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- The Borrower is under no liability for the loss of, or damage to, the work(s) arising or flowing from:
  - war, hostilities or war-like operations, but excluding acts of terrorism, riot, civil commotion, piracy and hijacking;
  - the negligence or other wrongful act of the owner, his servants or agents;
  - the condition (including inherent vice or a pre-existing flaw) of the work(s), at the time of loan;
  - restoration or conservation work undertaken to the object by the Borrower, his servants or agents with the agreement of the owner;
  - or a third party claiming to be entitled to the object;
  - and any liability which the Borrower may incur to the lender arising out of the loan of the object shall not exceed the specified value.
- The Whitworth must be informed immediately of the loss of the work(s) or of any damage to them of whatever nature, including any such discovered on first receipt/delivery.
- The Borrower shall not cause, permit, or suffer any work(s) to be subject to any distress, execution or other legal process.
- For long-term loans, the Whitworth must be notified if the policy changes during the loan period, and a copy of the new policy wording must be forwarded to the Gallery Registrar.

## Security

- Security at the loan venue and in transit must meet UK Government Indemnity Security and transport conditions, as follows:  
  
[https://www.artscouncil.org.uk/sites/default/files/download-file/GIS\\_National\\_guidelines\\_2016.pdf](https://www.artscouncil.org.uk/sites/default/files/download-file/GIS_National_guidelines_2016.pdf)  
  
[https://www.artscouncil.org.uk/sites/default/files/download-file/GIS\\_Non\\_national\\_guidelines\\_2016.pdf](https://www.artscouncil.org.uk/sites/default/files/download-file/GIS_Non_national_guidelines_2016.pdf)
- The Borrower should provide an up-to-date UKRG Facilities Report and Security Supplement, prior to the loan being agreed, and supply environmental data upon request.
- The Borrower must, at all times, be responsible for ensuring the greatest possible care is taken in the safe custody, installation, handling, transport, packing and unpacking of work(s) on loan.
- Loaned work(s) should be displayed in a secure area, and be supervised by staff. Framed works of art should be secured to a wall, with mirror plates and security screws, or equivalent secure system. Staff should also be assigned throughout installation and de-installation, when appropriate.
- The Gallery Registrar should be informed of any breach of security at the Borrower's venue, during the loan period, regardless of whether the work(s) are directly involved. Any theft, damage or other obvious risk involving the loaned work(s) must be reported. A written report should be provided within 48 hours.
- If an inspection is required by a member of the Whitworth's team, or an agreed representative, all costs incurred will be met by the Borrower.
- All transport, collection and delivery arrangements should be made in advance of a loan, with the Gallery Registrar.

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- The Borrower should arrange for any customs inspection to take place on arrival, at the place of exhibition. No work(s) should be unpacked for examination at any point during transit.

## **Transport**

- Packing and transport requirements will be specified in the Conditions of Loan, and on the Loan Agreement.
- Vehicles should be equipped with climate control and air-ride suspension unless otherwise agreed by the Whitworth.
- The Whitworth should be informed in advance of the mode of transport, and the name of any transport company by whom the work(s) are to be carried.
- The Whitworth has the right to refuse the loan, if the mode of transport, or transport company is deemed unsuitable. It is expected that loan objects will travel by the most practicable route.
- The Whitworth may require a member of its staff to act as Courier, to travel with work(s), observe transport arrangements, complete a condition report on arrival, and supervise installation. The Borrower shall bear the full cost of this arrangement, including business class air travel for flights to the Borrower.
- The transport company must have the necessary experience to deal with airport and seaport procedures.
- Vehicles and personnel should have means of communication, i.e. mobile phone for route monitoring and emergency use.
- There should be two drivers with the vehicle, at all times. The vehicle should never be left unattended by the carriers even in an emergency.
- If a stopover is being made, the vehicle and work(s) should be stored in secure premises, which are protected by 24-hour security and fire alarm/continuously supervised.
- A no smoking policy must be adhered to in areas containing the work(s).
- All fixings accompanying the work(s), such as Ryman's hanging systems and security clips, should be returned to the Lender at the end of the loan period.

## **Environment, display, and handling**

Environmental requirements will be determined and specified according to the needs of the individual works.

- Fragile work(s) on loan with specific requirements, will be discussed and agreed in advance.
- A 24-hour period of acclimatisation may be required for works(s) upon arrival with the Borrower, as specified by the Lender.
- Small portable work(s) must be exhibited in locked display cases which should be fitted with anti-bandit laminate glazing meeting British Standard BS5544. If the work(s) is of high value, the cases must be fitted with alarm devices, unless otherwise arranged with the Lender beforehand.

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- Loaned work(s) will be displayed in a 'no smoking' environment.
- The consumption of food and drink is not permitted, where loaned work(s) are displayed.
- Environmental data for exhibition galleries should be provided in the form of charts or graphs, for the loan period (i.e. for the same weeks in the preceding year, or years).
- The Borrower should provide full details of any improvements in monitoring procedures or equipment, which have been implemented, or planned to be implemented, in the twelve months preceding the commencement of the loan.
- Environmental charts should be provided at least six months before the commencement of the loan.
- In the event of queries relating to the Borrower's environmental conditions, the Whitworth must be satisfied that the Borrower's environmental conditions meet the Conditions of Loan, at least six months before the commencement of the loan.

## Conservation

- The Borrower will complete, sign and date all documentation, relating to the Whitworth's Condition Reports.
- Condition Reports must accompany the work(s) upon return, or further exhibition tour venues. The Borrower is responsible for taking copies of all related documentation for their own records.
- Loaned work(s) should not be unframed, photographed or in any way worked upon, without the express written permission of the Whitworth.
- Work(s) on loan must, at all times, be handled by experienced and trusted persons. No work(s) should be removed from its frame or other support, or housing and no repairs made without prior permission.
- The Borrower should not change any fittings on framed works, without permission from the Whitworth's conservation team. All fittings should be returned with the work(s) at the end of the loan period, including any additional brackets and/or security clips.
- The Borrower is expected to cover all conservation costs associated with preparing the loaned work(s).
- Any long-term loan, i.e. longer than twelve months, will be subject to an inspection by a member of the Whitworth's conservation team.

## Credit

- An acknowledgement to "The Whitworth, The University of Manchester" should be given in all exhibition labels and catalogue entries for borrowed work(s).
- Two copies of any published catalogue which includes entries for the work(s) should be provided for the Lender.

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- Permission to reproduce images from the collection may be obtained via <https://www.bridgemanimages.com/en/>.
- Charges apply to images of borrowed work(s) used for commercial purposes.
- Where the work(s) is still under copyright, the Borrower is responsible for clearing copyright and any related costs.
- The taking of photographs by the public, for non-commercial purposes, is permitted.
- Permission to film and photograph the work(s) in press and media.

## Costs

- The Borrower will be asked to pay a modest loan administration fee, meet all direct costs associated with a loan, and cover costs for essential conservation and technical work.
- All costs incurred for a loan shall be borne by the Borrower in the event of changes to or withdrawal by the Borrower.
- All charges are exclusive of VAT. VAT will be added where applicable at the prevailing rate.
- The Borrower will bear the following costs:

	UK venues	International venues
ADMINISTRATION	£150 per loan, plus £20 per object if over 10	£750 per loan - Europe £1,000 per loan - rest of world £50 per object if over 5
TOURING FEE	As above	As above
CONDITION REPORT	In house - £50 per hour External oil conservator - at cost	In house - £50 per hour External oil conservator - at cost
CONSERVATION	In house - £50 per hour External conservator - at cost	In house - £50 per hour External conservator - at cost
FRAMING/LOAN PREPARATION	In house - £50 per hour External conservator - at cost	In house - £50 per hour External conservator - at cost
TRANSPORT AND PACKING	At cost	At cost
MATERIALS AND MOUNTMAKING	At cost	At cost

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INSURANCE AND INDEMNITY	At cost	At cost
COURIER TRAVEL AND ACCOMMODATION	At cost	At cost
COURIER PER DIEM	£35 outside London £45 London	Variable
PHOTOGRAPHY	At cost	At cost
CHARGES APPLICABLE IN THE EVENT OF CHANGES TO OR WITHDRAWAL OF A LOAN	<p>Direct costs expended for preparation of a loan.</p> <p>Indirect costs, where undertaking of staff time or corresponding service has already been provided in preparation of a loan.</p> <p>50% of the loan fee will be charged, should a loan be changed or withdrawn within 6 months (but not less than 3 months) of the dispatch date.</p> <p>The full loan fee will be charged, should a loan be changed or withdrawn within 3 months of the dispatch date.</p>	<p>Direct costs expended for preparation of a loan.</p> <p>Indirect costs, where undertaking of staff time or corresponding service has already been provided in preparation of a loan.</p> <p>50% of the loan fee will be charged, should a loan be changed or withdrawn within 6 months (but not less than 3 months) of the dispatch date.</p> <p>The full loan fee will be charged, should a loan be changed or withdrawn within 3 months of the dispatch date.</p>
ADDITIONAL INFORMATION	N/A	Carbon offset charge to be assessed depending on loan