

## **NEW COLLEGE OXFORD: LOAN CONDITIONS AND AGREEMENT**

These conditions apply to every loan of material from New College Oxford for exhibition outside the College, and constitute the loan agreement after signature.

In these Conditions, the words in italics have the following meanings:

*Material* any manuscript, book, or other object(s) that may be lent by the College

*College* New College Oxford

*Borrower* any organization requesting a loan of material for exhibition

Requests for loans should be made in writing to the Pictures & Chattels Fellow. The Pictures & Chattels Fellow will review the status of the organization applying to borrow material from the College, the nature of the exhibition and the arrangements for the protection, care and security of the material before presenting a request to the Governing Body of the College for the loan to be approved. Requests to borrow must come from a recognized and reputable educational or cultural organization with the experience, resources and expertise to deal appropriately with the material.

The authority to approve loans rests with the Warden and Fellows of New College Oxford, otherwise referred to as the Governing Body.

Contact details:

Pictures & Chattels Fellow, New College Oxford OX1 3BN, United Kingdom

*Telephone , Email*

### **1. Deadline for receipt of loan application**

A completed *Application for Exhibition Loans form* signed by the Borrower's official representative, must be received by the College at least two months before the opening date of the exhibition. Please note that the Borrower must read this Loan Conditions document in conjunction with the *Application for Exhibition Loans form*.

### **2. Duration of loan**

The maximum length of any loan is normally 6 months.

### **3. Right of refusal**

The College reserves the right not to lend material requested. It also reserves the right to cancel a loan agreement, or to recall material on loan at any time.

### **4. Touring exhibitions**

Requests to borrow material for more than one venue in succession will be considered. In this case, the *Application for Exhibition Loans form* must be signed by a representative of each venue of a touring exhibition in addition to the organizing body of the tour, where this is different. The organizing Borrower shall take out a single insurance policy to cover all venues included in the exhibition.

### **5. Ownership**

Before agreeing to any loan, the College requires confirmation from the Borrower that it has no reasonable cause to believe that anything else in the exhibition in which the loaned material will be displayed has been stolen, illegally exported or illegally imported from its country of origin. In

countries where immunity from seizure statutes are in force, it is the responsibility of the Borrower to ensure that the material loaned to them is covered by such provisions.

#### **6. Costs of the loan**

The Borrower agrees to pay all of the College's expenses in connection with the loan, as determined by the College. These expenses include, but are not limited to, the following: (a) conservation work which the College considers necessary to prepare the material for exhibition and transport, and the supply of display supports or fittings; (b) transport of the material, including agent's fees, vehicle hire, and hire of packing cases; (c) travel, accommodation, and subsistence for the College's courier(s); (d) administrative costs at a daily rate, based on time spent by couriers in installing and collecting material; (e) insurance for the material – see also under **Insurance**; (f) reproductions of the material made by the College for security or conservation reasons; (g) other costs incurred following receipt of the *Application for Exhibition Loans form*, even if the application is later withdrawn or the loan refused. The College will normally invoice the Borrower after the return of the material; in some cases, the Borrower may be invoiced directly by the College's agents or subcontractors.

#### **7. College courier(s)**

The College will appoint its own courier or couriers to accompany, install, remove and return all material on loan.

#### **8. Use and handling of material on loan**

Material may only be used for the exhibition specified on the *Application for Exhibition Loans form*. It may not be lent by the Borrower to a third party. Except in an emergency involving the safety of the material, no member of Borrower's staff, visiting scholar, distinguished visitor, or any person other than the College's courier or other authorized representative may handle it.

#### **9. Display cases**

All material must be exhibited in display cases which meet the College's specification for security and environmental conditions. Exceptions may be made for framed material. The College's courier or authorized representative must be present to oversee the material securely installed in the display case and the College's courier or authorized representative must be present on any occasion the display case containing the material is opened.

#### **10. Packing cases**

The Borrower will store any cases used for transporting the material, and return them at the end of the exhibition for removal of the material.

#### **11. Environmental conditions**

The Borrower must maintain the environmental conditions agreed with the College for the duration of the loan. These conditions will normally be: temperature between 18-24°C with fluctuations of no more than +/- 3°C per 24 hours; relative humidity between 40-55% with fluctuations of no more than +/-5% per 24 hours; in general, light levels to not exceed 50 lux with the proportion of ultraviolet light not exceeding 10 microwatts per lumen.

At all times while the material is on loan, the Borrower will provide a stable environment. The material will not be placed near sources of heat, air ducts, or exposed to draughts.

If requested by the College, the Borrower will provide records of actual temperature and relative humidity at intervals during the loan period. If the agreed conditions cannot be maintained, the

Borrower must notify the Librarian. If conditions do not improve, the College will withdraw the material from exhibition.

Display cases will be constructed of inert material and all material lining the display case will have been tested and proven to be non-damaging. Display cases will be secure with a suitable locking mechanism which meets the College's approval. The College has the right to request that the display case be alarmed and that the alarm will not be deactivated during the loan period.

#### **12. Condition and conservation of material**

The Borrower agrees to report immediately to the Pictures & Chattels Fellow any deterioration in the condition of the material, or any circumstances affecting its condition or safety while it is on loan. No conservation or restoration work may be done on the material without the College's written consent.

#### **13. Photography**

The Borrower agrees to not let the material be photographed, televised, or reproduced in any way while it is on loan. Photographic and digital reproductions can be arranged in advance by contacting Bridgeman Images. Bridgeman Images will deal with all publication rights and reproduction fees on behalf of the College.

#### **14. Acknowledgements**

All material on exhibition must display an acknowledgement to 'The Warden and Fellows of New College Oxford'. The Borrower will send the College one copy of the exhibition catalogue free of charge, immediately on publication. If possible, the Borrower will make a number of free tickets to the exhibition available to the College.

#### **15. Insurance**

The College will value the material and it will be the responsibility of the Borrower to insure it against all risks from the time that it leaves the College until its return. A copy of the policy and certificate of cover should be provided to the College. The College reserves the right to arrange insurance through its own broker if the level of cover offered by the Borrower is deemed insufficient and the Borrower will be invoiced accordingly.

#### **16. Transport**

The Borrower will appoint its own experienced fine art shipping agent for arranging the transport and forwarding of loans, and travel by the College's couriers. This appointment is subject to approval by the College. Material on loan will travel by air freight accompanied by a College courier. College couriers traveling by air will go in business class both ways and any exceptions must be agreed by the College.

#### **17. Security**

Security and fire precautions at the place of exhibition, for the duration of the loan, must be adequate in the opinion of the College. Additional security measures, if requested by the College, must be provided at the Borrower's expense.

#### **18. Clearance and inspections**

The College or its agents (including the UK transport agents appointed by the Borrower) will obtain clearance from UK Customs, the Export Reviewing Committee on Works of Art, and

transport security officials, for loans outside the country, and any associated fees will be paid by the Borrower. However, the Borrower agrees to ensure that as far as possible inspections by its

local Customs, security, or other officials are carried out at the place of exhibition, or in rooms set aside for the purpose. Cases containing loan material should not be opened for inspection at any other place.

**19. Brexit**

If, as a result of travel difficulties caused by Brexit, the College is unable to transport the material to the Borrower, all transport costs will be paid by the Borrower.

If, as a result of travel difficulties caused by Brexit, the College is unable to retrieve the material on the agreed date, the Borrower will make arrangements for temporary storage in suitable environmental conditions until a courier can arrive to collect it.

**Signed in acceptance of these Conditions of Loan by**

Signature: .....

Name: **Ing. Ivo Velíšek, CSc.**

Position: **Director**

Name of borrowing institution: **Správa Pražského hradu (Prague Castle Administration)**

*(for the Borrower)*

Date: .....

New College hereby declares it is the sole owner of the items requested for loan in the *Application for Exhibition Loans* and hereby agrees to lend the items to the above named Borrower for the stated period of the exhibition.

Signed on behalf of New College:

Signature

Name **Michael Burden**

Position **Dean; Professor in Opera Studies; Pictures & Chattels Fellow**

Date **4.vi.2019**