Exhibition loan conditions¹



December 2020

These conditions apply to the Ioan of material from the Bodleian Libraries for exhibition outside the University of Oxford. The Bodleian Libraries include the Bodleian Library and some thirty other libraries within the Bodleian group.

I. Deadline for receipt of the Loan Application

A completed Loan Application Form must be received by the Library at least six months before the opening date of the exhibition.

2. Approval and final Loan Agreement

Authority to approve loans rests with the governing body, the Curators of the University Libraries. Following the Curators' approval and further negotiations, these Loan Conditions will be embodied in a specific Loan Agreement, which will be prepared for signature by both parties.

3. Facilities and security reports

The Borrower should provide a Facilities Report at the same time as their loan request. The Library will require detailed information about the venue before the loan can be finalized. Matters such as security, fire precautions, environmental conditions, etc., must be considered adequate in the opinion of the Library. Additional measures may be requested by the Library, to be provided at the Borrower's expense.

4. Duration of loan

The normal duration of any loan is 4-5 months. Requests to borrow material for 5 months or longer will be considered only in exceptional circumstances. Requests to borrow material for more than one venue in succession (i.e., touring exhibitions) will generally not be approved.

5. Cost of the loan

The Borrower agrees to pay all of the Library's expenses in connection with the loan, as determined by the Library. These expenses include, but are not limited to, the following:

- an administrative fee;
- the supply of book supports, frames and mounts;
- a contribution to significant conservation work required to make the item/s safe to exhibit;
- transport of the material, including agents' fees, vehicle hire, and hire of packing cases;
- travel, accommodation, and subsistence for the Library's courier(s) at an agreed rate;
- insurance for the material see also under Insurance (clause 6 below);
- other costs incurred following receipt of the Loan Application Form, even if the application is later withdrawn or the loan refused.

¹These Loan Conditions are subject to review during 2021. Borrowers will be informed of any substantive changes to the standard loan conditions before a final loan agreement is signed.

The Library will send the Borrower an estimate of costs after approval of the Loan Application. The Library will normally invoice the Borrower after the installation of the material; in some cases, the Borrower may be invoiced direct by the Library's agents or subcontractors. Invoices must be paid within 30 days unless otherwise specified.

6. Insurance

The Library will value the material and insure it against all risks from the time that it leaves the Library until its return. This is done at the Borrower's expense, who will be invoiced directly by the Library's UK broker: a copy of the policy and certificate of cover, together with the invoice for the premium, will be sent to the Borrower.

At the Library's discretion, cover may instead be provided by the Borrower's national indemnity scheme. The Borrower must send the Library a copy of the indemnity conditions for approval, well in advance. In all cases, a certificate of cover must be received by the Library before the loan leaves Library premises.

7. Environmental conditions

The borrower must maintain the environmental conditions agreed with the Library for the duration of the loan. These should fall within the range:

- Temperature 18-24°C with fluctuations of no more than +/- 3°C in any 24-hour period
- Relative humidity 45-55% with fluctuations of no more than +/- 5% in any 24-hour period
- Visible light less than 50 lux; UV less than 75 microwatts/lumen

If requested by the Library, the borrower will provide records of temperature and relative humidity before and/or at intervals during the loan period. If the agreed conditions cannot be maintained, the borrower must notify the Bodleian's loan coordinator as soon as possible. If conditions do not improve, the Library may withdraw the material from exhibition.

8. Display cases

All material must be exhibited in display cases approved by the Library for security and environmental conditions. Detailed information on the display cases must be provided to the Bodleian's loan coordinator at the earliest possible opportunity for design approval. Cases should be constructed and any painting or internal finishes applied several months before use. The Library may agree to exceptions for framed material.

9. Library courier(s)

The Library will send a representative to install and remove all material on loan. This courier has authority to interpret any breach of the Loan Conditions and take appropriate action. This may include the removal and return of the material to the Library.

10. Transport

The Borrower will appoint an experienced fine art shipping agent for the transport and forwarding of loans, and travel by the Library's courier(s). This appointment, and the decision over means of transport (e.g. hand-carry, air-freight, road or train), must be approved by the Library. Bodleian couriers will travel in business class while accompanying material. Couriers traveling on long-haul flights will travel in business class both ways unless an exception is agreed by the Library.

11. Customs clearance and export licence

For loans outside the UK, the transport agent appointed by the Borrower will organize customs clearance and an export licence. Any associated fees will be paid by the Borrower.

12. Customs and security inspections

Non-UK Borrowers will inform the Library in advance of arrangements for inspections by their local Customs officers, security, or other officials. It is the Borrower's responsibility to ensure that these inspections are carried out in an appropriate environment, and to provide the Library in advance with a detailed account of the proposed procedure.

13. Immunity from Seizure

Where Immunity from Seizure regulations are in force, it is the responsibility of the Borrower to ensure that Library material is covered by such provisions.

14. Handling of material on loan

Except in an emergency involving the safety of the material, the Library's courier must be present whenever a case containing Library material is opened or closed. Any exceptions must be with the written permission of the Exhibition and Loans Section. Without explicit permission, no member of the Borrower's staff, visiting scholar, distinguished visitor or any person other than the Library's courier may handle the material.

15. Condition Reports

The Library will produce a Condition Report for each loan item, which will be signed (to agree the condition) by the Borrower immediately prior to installation and after de-installation.

16. Damage while on display

The borrower agrees to report any deterioration in the condition of the material, or any circumstance affecting its condition or safety while it is on loan, immediately to the Bodleian's loan coordinator. No conservation or restoration work may be done on the material without the Library's written consent. If damage occurs during display, the Library may wish to inspect the material and will reserve the right to retrieve it immediately; the Borrower will bear all costs related to this. The Library will also notify the Borrower in writing of any proposed restorative treatment, and of any intention to claim for the cost of repair and/or compensation.

17. Photography and use of images

Photographic and digital reproductions may be ordered in advance from the Library's Imaging Services department, to which all requests for reproductions and publication rights should be made.

The Borrower agrees not to let the material be photographed, televised, or reproduced in any way for commercial purposes while it is on loan.

Display cases containing Bodleian material may not be opened for photographic purposes.

Requests to include Bodleian material in general views and filming of the exhibition for press and publicity purposes can usually be granted, but must be expressly authorised by the Library.

Unless otherwise stated, visitor photography is permitted providing images are taken using existing light only (no flash or tripod) and are for personal, non-commercial use.

18. Publications and visitor figures

The Borrower will send one copy of the exhibition catalogue to the Bodleian's loan coordinator. The Borrower will also provide final visitor figures at the close of the exhibition.

19. Acknowledgements

All material on exhibition must display an acknowledgement to 'The Bodleian Libraries, University of Oxford', and the Library's shelfmark and folio- or page-reference for each item should be cited where appropriate.

