



Terms & Conditions

Touring Exhibition on Loan

1. Conditions of Loan

Hertford Museum agrees to lend the borrower for the purposes identified above, the touring exhibition including objects selected in Attachment A, interactive and educational resources, in accordance with the conditions of loan set out below.

2. Costs

1. Delivery of the Exhibition

The borrower is responsible for the collection, transportation and return of the exhibition and all costs incurred for this, unless utilizing the charged installation service or a free bursary scheme. Borrowers in receipt of bursaries will receive the cost of this expense one month in advance.

2. Insurance

- a. The borrower will obtain indemnification sufficient to provide wall-to-wall coverage (i.e. from the point at which it leaves Hertford Museum premises or the custody of Hertford Museum staff up to the point at which it is returned, including during transit) for the entire content of the Exhibition in the form of a deed covering loss, destruction or damage to the objects during the entire period of the exhibition tour. The borrower will meet the costs of obtaining this insurance.
- b. If an insurance claim is necessitated the Borrower shall be responsible for full payment of the excess on the insurance claim.

3. Installation

The borrower shall meet all costs associated with the provision of additional museum installation staff, materials or equipment requested by the Borrower for the purposes of installation and dismantling the exhibition.

4. Marketing and other operational costs

All costs associated with any official opening, advertising, or capital expenditure incurred in setting up the Exhibition on the Borrower's premises and all costs whatsoever incurred during the period of Loan for the purposes of displaying the Exhibition, shall be borne by the Borrower.

5. Fees

- a. The exhibition and associated resources are for hire according to the standard charges.
- b. If Hertford Museum cancels the Exhibition due to the Borrower breaching the conditions of loan stated in this loan agreement, then Hertford Museum will not be liable for any costs incurred by the Borrower resulting from the cancellation.

3. Admission Charges

Admission to the exhibition shall be set at the discretion of the Borrower

4. Merchandise

If available at the time, Hertford Museum's stocks of exhibition merchandise may be ordered by the borrower.



5. Purpose of Loan

The Borrower shall only exhibit the Exhibition at the agreed location and for the purpose and duration specified under the agreement, and shall keep the objects in this Exhibition in the possession of the Borrower. The Borrower shall not lend any objects in the Exhibition to any other person or organisation whatsoever.

6. Period of Loan

Subject to these conditions, the Exhibition shall continue on loan to the Borrower until the date specified under the heading "Period of Loan" at the commencement of this agreement.

The period of loan may be extended or reduced by further agreement in writing between Hertford Museum and the Borrower.

7. Protection and Condition Reporting

The Borrower shall at all times ensure that the objects are treated with due care to ensure protection against loss, damage or deterioration. Should loss, damage or deterioration occur, the Borrower must provide a detailed report to Hertford Museum and shall be responsible for full payment of the insurance excess and facilitating the insurance claim.

The Borrower shall provide qualified staff to unpack, install and repack the objects. Voluntary staff or contractors must be supervised at all times by the Borrower. Where there is no professional Curator on staff, the borrower may hire the services of Hertford Museum to install and deinstall or apply for a bursary for this service.

The Borrower shall provide qualified staff and allow sufficient time to check all objects against the Condition Reports, monitor the condition of all objects on display and all objects in storage, and to check the condition of objects on dispatch. Condition Report sheets provided by Hertford Museum must be completed and signed by qualified staff. The public should not have access to the space where objects are being condition reported or during installation or pack up of the Exhibition.

The Borrower shall retain the original packing materials and shall re-pack the objects with the same materials, and in the same manner as Hertford Museum packed them. Packaging and crates shall be stored on the premises of the Borrower, under appropriate conditions, and the Borrower will meet the costs associated with such storage. The Borrower must contact Hertford Museum immediately if packing materials or crates are lost or damaged or observed to have been lost or damaged on arrival at the Borrower's premises.

The Borrower shall ensure that any instructions either written or verbal by Hertford Museum for the unpacking, installation and re-packing of the objects are followed.

The Borrower shall not permit the objects to be unframed or removed from the mounts for any purpose except with the prior written approval of Hertford Museum.

The Borrower shall at all times during the period of loan protect the objects from the hazards of fire, theft, insects, dirt, foodstuffs, drink, smoking and handling by unauthorized or inexperienced persons or members of the public. It is preferred that members of the public take no food or drinks into the exhibition space.

The Borrower will, for the purpose of safeguarding the condition of the Objects, maintain:

- a. Temperature at between 18 and 23 degrees Celsius
- b. Relative humidity at 50% plus or minus 5%
- c. Light level of 200 lux maximum
- d. Fluorescent lights must be filtered to remove the ultra violet range.
- e. A thermohydrograph, datalogger or similar technology must be used to monitor temperature and humidity levels in the gallery space.

The Borrower will protect all objects comprising the Exhibition against fading, scorching and buckling caused by direct or reflected sunlight, artificial light, fluorescent light or proximity to heat sources. Objects must not be exposed to direct natural light.

The Borrower shall ensure that any cleaning and maintenance to the Exhibition display area is



done under supervision of the Borrower's staff. Cleaning of the gallery space or any other building maintenance must not be done while objects are being installed, packed, de-mounted or condition reported in that space.

8. Security

The Borrower shall ensure that the Exhibition is kept under security surveillance from the time of delivery to the venue to the time of dispatch, that is, for all times that the Exhibition is within the possession or control of the Borrower.

While the Exhibition is open to the public, the Borrower shall ensure that the number of staff on duty in the Exhibition is sufficient to keep all objects and all exits from the Exhibition under effective surveillance, either in person or via CCTV

While the Exhibition is closed to the public, the Borrower shall ensure that all external doors and accessible windows are locked and fitted with alarms. An accredited or recognized security company shall monitor continuously at the Borrower's security control centre, Police Station, or the alarm systems.

9. Damages

The Borrower shall notify Hertford Museum by telephone on 01992 582686 immediately on discovery of any damage to, or loss of, a object or objects, and shall provide forthwith a detailed report to the Curator of Hertford Museum

Unless it is necessary to remove the object or objects for protection from further damage the Borrower shall wait for instructions from Hertford Museum. The Borrower should undertake photographic documentation of the damage before movement.

In the event of damage occurring during transit, the Borrower shall notify Hertford Museum immediately and ensure that all packing materials are retained until Hertford Museum has had an opportunity to inspect the object, the materials and the damage.

10. Risk Assessment

The Borrower shall ensure that their organization has an active Occupational Health and Safety policy in accordance with national legislation, including training, accident procedures and methods of reporting.

The Borrower shall ensure that their organization has a current emergency plan.

If these policies are not current, the Borrower will inform Hertford Museum prior to the period of loan.

11. Exhibition

Hertford Museum will supply labels and appropriate signage for the Exhibition. The Borrower will notify Hertford Museum if labels or signage are damaged, or if they appear to be in poor condition on arrival at the Borrower's venue.

The Borrower must notify Hertford Museum if not all objects included in the exhibition are to be displayed.

12. Copyright

The Borrower must not permit flash photography in the Exhibition by the public.

After consultation and agreement with Hertford Museum the Borrower may undertake photography of individual objects and authorize reproductions of those photographs for the purposes of:

- Publicising the Exhibition
- Non-commercial and non-lending archives and reference

The Borrower must inform, in writing, any publisher or any other person wishing to reproduce photographs of these objects in any media that they must obtain copyright clearance from



HERTFORD MUSEUM

Inspiring Generations

Hertford Museum before publication. All requests for copyright clearance should be directed to Hertford Museum who can supply visual reproductions that have already cleared copyright.

The Borrower's staff must supervise any incidental photography of the Exhibition by the media. The Borrower's staff must request that the media use such photographs solely for:

- Reporting news of the Exhibition by the media
- Reproduction for professional criticism or review

13. Lender Acknowledgements

The borrower shall acknowledge all sponsor logos and text as provided on all: Exhibition signs, invitations to functions, advertising and promotional material prepared by the Borrower.

The Borrower shall ensure that publicly distributed information about the objects conforms factually to the catalogue information provided by Hertford Museum

The Borrower shall provide Hertford Museum with one free copy of any written and publicly distributed material produced by the Borrower and one free copy of any publicity or media material in reference to the Exhibition.

The Borrower shall provide Hertford Museum with attendance figures for the Exhibition and other comments regarding the exhibition and tour as on the Exhibition Evaluation Form enclosed. The completed report should be forwarded to Hertford Museum along with copies of promotional material, as soon as possible following the closure of the exhibition to the public.

14. Functions

The Borrower shall be responsible for arranging an official opening and meeting all costs thereof (Opening optional). It is preferred that food and drinks are not taken into the exhibition space.

The Borrower shall issue complimentary invitations to attend the official opening function to nominees of Hertford Museum. These nominees will attend at their own cost. If there is no opening function, nominees shall be added to the Borrower's mailing list to receive information on the Exhibition and related programs.

Please return the signed Acknowledgment of Agreement to:

The Curator
Hertford Museum
18 Bull Plain
Hertford
SG14 1DT