



Conditions for loan – The Art Collection of The Royal Academy of Fine Arts, The Academy Council

1. Loan costs

1.1

Borrowers are expected to cover all direct costs connected with the loan, such as:

- Insurance
- Crating and packing materials
- Transportation and courier costs
- Administration and preparation of the item for loan
- Technical and essential conservation work

1.2

In the event of further costs which The Academy Council has agreed to they will be stated on the first page of this document and an invoice will be enclosed. Extra charge must be settled within 30 days of receipt of invoice.

2. Insurance

2.1

All works lent by The Academy Council must be insured against 'all risks' and 'nail-to-nail' for the insurance value stated by The Academy Council.

2.2

The insurance policy must have the following proviso: "In case of damage the work(s) of art referred to in the Certificate of Insurance shall remain the property of The Academy Council, Copenhagen irrespective of the nature and claim for damages and the amount of indemnity". Works from the collection cannot be released without proof of adequate insurance cover. A copy of the insurance certificate must be deposited with The Academy Council at least one month before the works are to be collected.

2.3

In case of damage arisen during transport or at the borrower's, costs in connection with survey of the damage and the full conservation/restoration must be born by the borrower.

3. Packing, transport arrangements, couriers and customs

3.1

At least 6 months prior to the opening of the exhibition the borrower must inform The Academy Council of the date that the borrowing institution wishes the work to be at its disposal. The borrowing institution must however not expect to dispose of the work earlier than 1 month prior to the opening of the exhibition. The work must be returned to The Academy Council no later than 2 weeks after the closing of the exhibition.

3.1a

Transport must be arranged by the borrower in cooperation with The Academy Council and the transport agent Møbeltransport Danmark A/S, Islevdalvej 110, DK-2610 Rødovre, tel. +45 7010 4400, fax: +45 4484 9222. Prior to the dispatch of the work the work must be sent to Konservatorskolen, Esplanaden 34, 1263 København K, att: Mikkel Scharff where the work is prepared for exhibition and a condition report is written.

3.2

The work(s) must be packed securely. Insulated packing cases are required in connection with loan of work(s) that are particularly delicate. In case specific packing and packing materials are required this will be stated in the note on Technical Conditions for Loan.

3.3

All transport arrangements must be approved by The Academy Council. Transport of work(s) must be accompanied by two drivers/handlers at all times. Depending on the value of the work(s) The Academy Council can demand that the transport be divided in two.

3.4

If The Academy Council considers it necessary the work(s) will be accompanied by a courier during transport and in connection with packing and unpacking of the works(s).

3.5

Courier escort may include overnight stay. All expenses in connection with the courier's accommodation and stay are to be paid by the borrower. All salary related expenses as well as per diems for the courier are to be paid by the borrower. The Danish Government rate for per diems is EUR 60 per day.

3.6

The courier supervises unpacking and packing, unloading and loading and hanging and dismantling of the loan and checks the condition report. The crate must under no circumstances be opened *en route*, and unpacking and packing must take place at the borrowing institution. Customs inspection involving unpacking the case must be carried out at the borrowing institution in the presence of the courier.

3.7

The courier has the authority to intervene in the event that he considers the handling of the work(s) to be irresponsible.

3.8

The borrower must assure that the loan(s) can enter the exhibition premises without being unpacked.

3.9

At the arrival at the exhibition venue the packing case should remain unopened for 18-24 hours for equilibration unless otherwise agreed with the courier. If at all possible, unpacking should take place in the exhibition area, and in any case in a climate-controlled area. The borrower must provide secure storage of the empty case during the exhibition. At the close of the exhibition, the case should be brought into the gallery space for equilibration 24 hours prior to packing.

3.10

Works may not be unframed or have their background or glazing removed. Mountings may not be cut or inscribed. Works may not be subjected to any kind of conservation (restoration, repairing of damage etc.).

3.11

Any damage or other visible change in the work(s) observed during transport or exhibition should be reported immediately to The Academy Council. It is assumed that in an emergency the lender will take the necessary steps to prevent further damage when possible.

4. Security and environmental conditions

4.1

The loan is approved on the basis of the Facilities Report received from the exhibition place. The borrower guarantees that the exhibition conditions are in accordance with the information stated in the facility report.

4.2

The exhibition must be protected by a 24 hour security system with security guards during opening hours, intruder-detector and fire alarm systems (smoke or heat detectors).

4.3

Paintings and sculptures must not be exposed to direct sun. Outside opening hours light must be reduced as much as possible. This means that artificial lights should be switched off and curtains and blinds closed when the exhibition is closed to the public. Light levels must not exceed 300 lux, and lights should be equipped with UV filters when necessary.

4.4

More delicate classes of objects, such as works on paper, miniatures, photographs and unprotected textiles may only be displayed in artificial light at no more than 80 lux, for watercolours 50 lux. During closed periods the exhibition room should be dark.

4.5

Relative humidity must be maintained between 45% and 65% and must not vary by more than 5% in any 24 hour period.

4.6

A room temperature between 18-23 degrees Celsius should be aimed at. Frequent temperature variations should be avoided.

4.7

Works must never be placed in close proximity to sources of heat or strong air-currents (radiators, dehumidifiers, air-conditioning outlets or intakes) or be hung directly on an uninsulated outside wall.

4.8

If photography, filming or televising is permitted, the following conditions must be observed:

- A responsible member of the staff must at all times be present and take care that the loans are not exposed to any harm.
- The work(s) must not be removed from the frame.
- Lamps must not be placed within 2 m of the object, and they should be equipped with the necessary UV and heat-absorbing filters.
- When photographing works on paper the special lux requirements must be observed.

5. Reproduction

5.1

As a rule it is permitted to film, photograph, televise and videotape the borrowed works in connection with reproduction in exhibition catalogues, on posters etc. in accordance with the loan agreement. The artist's name, the title and date of the work and name of owner - *The Royal Academy of Fine Arts, The Academy Council, Copenhagen* - must be stated clearly in connection

with the reproduction. Photographic material may be ordered from The Academy Council free of charge.

6. General terms

6.1

Any alteration by the borrower requires written consent by The Academy Council. The Academy Council should be informed no later than 2 months in advance of the opening of the exhibition of changes made with regard to work selection and exhibition dates.

6.2

The Academy Council should receive two copies of the exhibition catalogue and other publications published in connection with the exhibition.

6.3

The Academy Council reserves the right to withdraw the loan at any given moment during the loan period if the borrower fails to observe the above mentioned conditions and requirements. Documentation as to whether the conditions are met can be demanded throughout the loan period.

6.4

The loan contract and loan conditions are subject to Danish law. Any dispute regarding the interpretation of this document should be settled by the borrower and The Academy Council if possible. Disputes are otherwise settled by The City Court of Copenhagen.

By signing this document the borrower obliges to comply with all conditions stated in this paper on loan conditions.

Signature, date and stamp