

Loan agreement/Outgoing conditions

The National Gallery of Australia a body corporate established by the National Gallery Act 1975 of the Commonwealth of Australia ('the Gallery') agrees to lend the Work listed above ('the Work') to the Borrower for the purposes identified above and in accordance with the conditions ('the conditions') of loan printed on the back of this Agreement. Where more than one Work is listed, this Agreement applies to each of the Works listed.

Costs

1. All costs associated with the shipping of the Work(s) including any special mounting, framing, packing and transportation (or supervision thereof) will be met by the Borrower.

Shipment of Work from Gallery

2. Unless the Gallery states otherwise in writing the Gallery shall pack the Work and undertake shipping or courier arrangements as specified in clause 17 of the Work to the Borrower.

3. The Borrower shall arrange for all necessary international customs clearances in relation to the Work imported/exported except for Australian Customs clearance and shall provide the Gallery with copies of all necessary customs clearance documentation.

4. The Gallery shall arrange all necessary Australian customs clearances in relation to Work to be imported/exported.

Damage to Work

5. (a) The Borrower shall report by telephone immediately, then in writing by fax within 48 hours, any damage or loss immediately to the Gallery. Unless it is necessary to move the Work for protection from further damage, the Borrower shall wait for instructions from the Gallery. Photographic documentation of damage should be undertaken by the Borrower if possible before any movement. A detailed report of the damage including the circumstances of the incident and photographs must be provided within 5 working days of the damage occurring.

(b) In the event of damage occurring during transit, the Borrower shall forthwith also notify the carrier and will retain all packing materials until the Gallery and the carrier have had an opportunity to inspect the Work, the materials and the damage.

Purpose of Loan

6. The Borrower shall only exhibit the Work for the purpose specified at the places and for the duration specified under the heading "Purpose" on the front of this Agreement and shall keep the Work in the possession of the Borrower unless otherwise provided. The Borrower shall not loan the Work to any other person whatsoever without the prior written approval of the Gallery.

Period of Loan

7. (a) Subject to these conditions, the Work shall continue on loan to the Borrower until the date specified under the heading "Period of Loan" on the front of this Agreement.

(b) The period of loan may be extended or reduced by further agreement in writing between the Gallery and the Borrower.

(c) The Gallery reserves the right to recall the Work.

Insurance

8. Unless the Gallery states under the heading "Insurance" on the front of this Agreement that it will arrange insurance or that it waives insurance, the Borrower shall insure the interest of the Gallery in the Work from the time the Work leaves the Gallery and until the Work is returned to the Gallery under all risks, wall-to-wall policy with any exclusions, unless the Gallery otherwise agrees in writing, limited to: ordinary wear and tear, gradual deterioration, insects, vermin or inherent vice, repairing, restoration or retouching processes, hostile or warlike action, insurrection, rebellion, nuclear radiation, nuclear reaction or radioactive contamination.

9. (a) The Work shall initially be insured for the value specified under the heading "Valuation" on the front of this Agreement.

(b) Where the period of the loan exceeds 12 months, the Gallery may reassess the value of the Work and shall notify the Borrower of the reassessed value. Upon receipt of notification of the reassessed value, the Borrower shall insure the Work for the reassessed value.

(c) Prior to the dispatch of the Work the Borrower shall provide the Gallery with a Certificate of Insurance which it has effected in accordance with this clause. Certificates of Currency shall be supplied by the Borrower from time to time at the request of the Gallery.

(d) Any changes in the policy or impending cancellation of the policy shall be notified in writing to the Gallery at least 20 days prior to such change.

Protection of Work

10. (a) The Borrower shall at all times ensure that the Work is treated in accordance with requirements specified in this document and any specific additional requirements listed by the National Gallery of Australia to ensure protection against loss, damage or deterioration. Should loss, damage or deterioration occur, the Borrower shall provide a detailed report to the Gallery as specified in 5(a) above.

(b) The Borrower shall provide qualified staff to assist with unpacking, installation and repacking of the Work. If commercial firms or voluntary staff are used, this arrangement shall be approved in advance by the Gallery. Voluntary staff or contractors shall be supervised at all times by the Borrower.

(c) The Borrower shall retain the original packing materials and shall repack the Work with the same materials and in the same manner as they were packed by the Gallery.

(d) Upon unpacking, all packing materials should be stored in the empty crate until the work is dismantled at the close of the exhibition.

(e) The Borrower shall make suitable environmental and security provision for the storage of the empty crate during the exhibition unless other arrangements are approved in advance by the Gallery. At the close of the exhibition, the crate must be acclimatised 24 hours prior to repacking in climate controlled conditions at 20 +/- 20C and 50 +/-5% relative humidity, consistent with the display conditions for the work as specified in 12. (b).

11. The Borrower shall not permit the Work to be unframed or removed from mounts or bases for any purpose whatsoever or dusted, cleaned, restored, repaired, altered or transported in a damaged condition in any way whatsoever except with the prior written approval of the Gallery.

Exhibition of Work

12. (a) The Work shall not be displayed in an outdoor exhibition except with the prior written consent of the Gallery.

(b) The Borrower shall at all times during the period of loan protect the Work from the hazards of fire, theft, insects, dirt, foodstuffs, drink, smoking or handling by unauthorised or inexperienced persons or members of the public. The Work must be displayed at a temperature between 20 +/- 2° C and relative humidity of 50 +/- 5% with no more than 3% change in relative humidity in one hour unless otherwise agreed in writing by the National Gallery of Australia.

(c) The Borrower will display all works of art at the appropriate light levels specified by the National Gallery of Australia. Maximum light levels:

300 lux: Inorganic objects

200 lux: Paintings, Organic objects

150 lux: durable plastics

50 lux: Works on paper, Textiles, photographic prints, Bark paintings, ethnographic objects, basketry, light sensitive plastics.

The maximum UV content of the light must be controlled to less than 75 microWatts per Lumen.

13. (a) The Borrower shall make a condition report of the Work upon receipt of the Work from the Gallery noting any changes of condition from the condition report provided by the National Gallery of Australia.

(b) The Gallery may from time to time request the Borrower to provide it with a condition report and documentation of the environmental conditions in relation to the Work and the Borrower shall comply with any such reasonable request.

Credit

14. (a) The Borrower will acknowledge the Gallery in the form indicated under the heading "Credit Line" and/or "Additional Credit Line" on the front of this Agreement, on exhibition labels, in its catalogue and in any publicity or permitted reproduction of the Work.

(b) The Borrower will ensure that information concerning the Work if used in catalogues, labels or for any other purpose conforms factually to the catalogue information furnished by the Gallery or otherwise approved for use by the Gallery.

(c) The Borrower shall provide the Gallery with two (2) free copies of any catalogue or written material produced by the Borrower and one (1) free copy of any publicity or media material in reference to the Work.

(d) The Borrower shall provide the Gallery with attendance figures in reference to the exhibition of the Work.

Copyright and Reproduction

15. The Borrower shall not permit the Work to be photographed (except for the Borrower's record purposes or for condition reports for the Gallery) or reproduced without the prior written approval of the Gallery.

Return of Work to Gallery

16. (a) Upon termination of the loan the Borrower shall return the Work to the Gallery, or to such other place as the Gallery may advise in writing prior to termination of the loan.

(b) If the Gallery requires the Work to be dispatched to a place other than the Gallery, the Gallery will be responsible for any additional transportation charges approved prior to dispatch in writing by the Gallery.

(c) Prior to dispatch of the Work, the Gallery and the Borrower shall agree on the method of shipment which is to be confirmed on dispatch.

Courier

17. (a) Where a Gallery courier is specified under the heading "Courier" on the front of this Agreement, the Gallery will arrange a courier for the shipment of the Work to the Borrower and the return of the Work from the Borrower.

(b) The Borrower shall reimburse the Gallery for all costs incurred in relation to the courier, including reasonable fares, accommodation and travel expenses.

(c) Where a Borrower courier is specified under the heading "Courier" on the front of this Agreement, the Borrower will at its own cost arrange a courier approved by the Gallery for the shipment of the Work.

Applicable Law

18. The law applicable to this Agreement is the law of the Australian Capital Territory, Australia and any payments to be made by the Borrower pursuant to this Agreement will be made in Australian dollars