

BROKEN HILL REGIONAL ART GALLERY LOAN OF ART WORKS TO COUNCIL

Purpose

To provide a methodology whereby art works are made available on loan to Council.

Scope

1. The Work/s will be submitted to the Art Gallery Advisory Committee for consideration.
2. The Work/s will conform to the Broken Hill Regional Art Gallery/Acquisitions Policy unless it is a work of national or international importance.

General Principles

Works of art will be accepted on loan under the following conditions and guidelines:

Art Gallery Acquisitions

- All objects entering the collection will be accompanied by a legal document (appended hereto) which sets forth the responsibilities of both the lender and the borrower as regards the use, care, maintenance, insurance and display of the object.
- Council will accept works on a temporary or permanent basis for a clearly defined period of time as outlined in the document.
- Works will be occasioned and properly attributed whilst on display or as however the lender stipulates.
- Acquisitions for Other Council Buildings and Committees
- All objects entering the collection will be accompanied by a legal document (appended hereto) which sets forth the responsibilities of both the lender and the borrower as regards the use, care, maintenance, insurance and display of the object.
- Council will accept works on a temporary or permanent basis for a clearly defined period of time as outlined in the document.
- Works will be occasioned and properly attributed whilst on display or as however the lender stipulates.

Associated Policies & Documents

**BROKEN HILL CITY COUNCIL
SULPHIDE STREET, BROKEN HILL
P.O. BOX 448, BROKEN HILL N.S.W. 2880**

INCOMING LOAN AGREEMENT

1. Definitions

The Council referred to herein shall mean the Broken Hill City Council.

The Lender referred to herein shall mean

Name

Address

Att Tel. No.

TERMS AND CONDITIONS OF THE LOAN AGREEMENT

2. The Lender Agrees to the following terms and conditions:

2.1 Exhibition

To make available to the Council the work of art referred to under the heading "work of art" for inclusion and display in an exhibition of works of art as described under the heading "Exhibition".

2.2 Period of Loan

To make available to the Council the work of art for the full period sought by the Council.

2.3 Condition Reports

To advise the Council of any extant defects in the work of art prior to the collection of the work by the Council's contracted carriers.

2.4 To provide the Council with a condition report on the work.

2.5 Valuation

To supply the Council with a valuation of the complete and total value of the work of art including any and all display accessories eg. picture frame, prior to the collection of the work of art.

2.6 Damages Claim

To notify the Council of any claims for damages to the work of art arising from the loan within seven (7) days of the return of the work.

3. The Council Agrees to the following terms and conditions

3.1 Protection of Work

To ensure to the limit of the Council's authority that the work of art is treated with all due care to protect it against loss, damage or deterioration.

3.2 Period of Loan

To collect and return the work of art to the Lender within the dates specified under the heading "Period of Loan" unless the Lender is advised in writing of an extension of the loan and agrees in writing.

3.3 Insurance

To insure the work of art against loss or damage from any cause whatsoever, for the amount specified under the heading "Insurance Value" in transit to and from the Council and in transit to the Lender from the last venue on the Exhibition Tour itinerary.

3.4 Loss or Damage

To insure the work of art against loss or damage from any cause whatsoever whilst it is in storage and on display.

3.5 Condition of Work

To compile a Condition Report on the work of art as soon as possible after the commencement of the Period of Loan.

3.6 Movement of Work

To ensure to the limit of the Council's authority that the condition of the work is checked at each venue the moment it arrives and is unpacked and immediately prior to the work's departure from that venue.

3.7 Freight of Work of Art

To meet all costs and organisational responsibilities associated with the transportation of the work of Art to and from the Lender.

3.8 Packing/Transporting Work

To meet all organisational responsibilities associated with packing and/or crating the work of art as deemed necessary by the Council.

3.9 Exhibition

To only exhibit the work at the place(s) and during the dates specified under the heading "Exhibition Itinerary" unless the Lender is advised in writing of any alterations to that itinerary.

3.10 Lender Acknowledgement

To acknowledge the loan of the work of art in catalogue entries, exhibition labels and published captions accompanying a reproduction of the work of art, unless the Lender has nominated to waive this condition by choosing to have the work noted as "Private Collection".

3.11 Catalogue

To supply the Lender with a copy of the published catalogue, if any, free of charge.

4. Agreement

The Council agrees to borrow the work of art as described overleaf in accordance with Terms and Conditions listed above.

GENERAL MANAGER DATE:

The Lender agrees to loan the work of art as described overleaf in accordance with Terms and Conditions listed above.

SIGNATURE:

DESIGNATION DATE:

INCOMING LOAN AGREEMENT - DESCRIPTIONS

Works of Art

Artist:

Title:

Date of Work:

Medium and Support:

Dimensions (in centimetres)

Painting, Drawing, Print or Photograph H_____ W_____ D_____

Framed Size H_____ W_____ D_____

Sculpture or 3D Object H_____ W_____ D_____ wt.kg

Base (Detachable? Yes/No) H_____ W_____ D_____ wt.kg

Medium of Base:

Insurance Value

Total and complete value of the work of art including any and all display accessories:

\$

Exhibition Title:

Exhibition Itinerary:

Period of Loan

It is proposed that the work of art be collected and returned within the dates:

Lender

Acknowledgement Credit Line:

or Private Collection

(Please delete whichever is not applicable)

RECEIPT

RECEIPT: LOANS INWARD

TO:

Re:

The following works were received:

I have received the object/s listed above and have found them to be in a satisfactory condition.

Signature: Date

Policy Details

File Reference No.: A5/3
Adopted: June 30, 1993
Minute No.: 36206
Amended: May 28, 2008
Minute No.: 42658
Last Reviewed: May 2008
Next Review Due: May 2010
Responsible Officer: Art Gallery Manager