

CHESTER BEATTY LIBRARY

CONDITIONS OF LOAN

Introduction

This document sets out to explain how to apply to borrow objects from The Chester Beatty Library, it includes the approvals procedure and the conditions which a borrower will be expected to meet in order for the loan to proceed. Please note that the Library will only lend to organisations and venues which are open to the general public and can fulfil the terms of the Library's *Loan Agreement* and *Conditions of Loan*. This document should be read in conjunction with the Library's *Loans Policy*.

Preliminary Enquiries

An initial request should first be made to the relevant Collections Curator (contact details are available on the Library's website – www.cbl.ie). Curatorial staff can advise about the selection and general availability of objects for loan. Preliminary research should be carried out well in advance of the required notice period and where possible visiting the Library to view the objects under consideration is recommended.

Notice Period

It is desirable that a formal request is received by the Director at the Chester Beatty Library no less than **twelve months** before the exhibition is scheduled to open. Changes to or additions to the venues or the agreed object list will not normally be considered after the approval procedure.

Formal Request

A formal request for loans should be made in writing to the Director at the Library, and you should include as much of the following information as possible:

- Title of the Exhibition
- Exhibition venue(s) and dates
- Organiser's name, address and contact details (e.g. telephone, fax, e-mail)
- Scope of the exhibition
- List of objects requested, where possible quoting the CBL number
- Reasons for inclusion of the Library's objects

(Any subsequent changes to these details must be confirmed in writing.)

All loan requests will be acknowledged on receipt of a formal request.

Approving the Loan

All requests are considered on their own merits. Curatorial staff will consider whether the object is relevant to the exhibition, whether it is already committed to another borrower, or whether it is central to a display or planned exhibition in the CBL. Each object will be checked by the appropriate Curator with the Head of Conservation to decide if it is robust enough to travel and is suitable for display. The staff will also check that the administration and preparation can be scheduled into the other work of the Library. In normal circumstances we are able to provide the borrower with a decision within **three months**.

As soon as a decision on the request has been made the Curator will write to the Borrower to notify them of the outcome. This will confirm the CBL's agreement to lend in principle or, in the event of a refusal, will provide an explanation why the loan cannot be made or why specific objects are not considered suitable for loan. For loans that have been approved the Library will provide costs for the preparation of the objects, information about photography and any courier requirements.

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The Borrowing Institution will then be required to supply a Facilities Report. The Borrower will also be asked to give details of the insurance provision they plan to make to cover the loan, transport arrangements and, in the case of touring exhibitions, how they wish the costs incurred as a result of the loan distributed.

The Loan Agreement - Responsibilities of the Borrower

Once the curatorial, conservation and facilities checks have been completed, the Curator will prepare a formal Loan Agreement setting out the responsibilities and obligations of the borrower in connection with the loan. If problems are foreseen with any of these requirements, it is helpful if they can be discussed as early as possible as the loan cannot proceed until the loan agreement is signed by both parties and returned to the Director.

Cost Covered by the Borrower and detailed in the Loan Agreement

The CBL normally covers the costs of administration of the loan.

At the close of the exhibition, the Borrower will be invoiced for all costs of conservation work required to prepare the object(s) for loan.

In addition, the Borrower will be responsible for the following costs, where applicable, and will contract directly with the appointed agent:

- Transport Agent fees
- Courier travel fares, accommodation and subsistence
- Insurance
- Bespoke packing cases if required (which are normally constructed by the Transport Agent to a specification provided by the CBL).

Since these costs can often form a large part of the exhibition budget, Borrowers must ensure that they have been anticipated.

Insurance/Indemnity

The Borrower will arrange for an indemnity or commercial insurance of the Work on loan to the value stated in the Appendix to the Loan Agreement.

Unless otherwise agreed in writing, the Borrower will insure or indemnify the interest of the CBL in the Work from the time the Work leaves the Library until its return to the Library on a 'nail-to-nail', all risk (including terrorism) basis. The CBL reserves the right to nominate its own insurer.

The Borrower will submit a copy of its insurance policy or the appropriate indemnity to the CBL for approval no later than two months prior to the removal of the Work from the Library.

Transport and Packing

The Borrower must appoint of an experienced Transport Agent to collect the objects from and return them safely to the Library. The CBL and the Borrower will mutually agree the transport arrangements. The CBL reserves the right, without limitation, to appoint its own transport agent, to specify the transport programme to be employed and to object to a specific agent or route without stating its reasons. The vehicles and other equipment used for handling the Work must be suitable for the specialised work involved. The truck used for overland transport must have climate control, air-ride suspension and two drivers. If transported by air in a container or on a pallet, the transport agent will have the right to supervise the loading and unloading at all times.

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Objects will be packed by the Library's conservation staff, and if a packing case is required to transport them, the Transport Agent will construct the case to the Library's specification and deliver the case direct to the CBL for packing.

Couriers

The CBL will appoint a member of its curatorial or conservation staff to represent the library (the courier) and act as courier to accompany the object(s) in transit and oversee condition-checking and installation/de-installation at the venue.

The object(s) will be taken from and returned to the Library—and in the case of a multi-venue exhibition, accompanied between exhibition venues—by a representative of the CBL unless otherwise agreed in writing between the Parties.

The costs of the courier's travel and subsistence are the responsibility of the Borrower and must cover a minimum of three days' stay (i.e. two nights) in the United Kingdom, four days' stay in the rest of Europe (i.e. three nights) and five days' stay (i.e. four nights) or a longer period following an inter-continental flight. All travel by the CBL's representative must be business class when escorting the object(s) and subsistence rates paid must be no less than current Irish Public Service rates. A separate allowance for transfers to and from airports, train stations or other such facilities must also be provided.

Condition Checking and Installation/De-installation

Upon arrival, the object(s) should remain packed and be placed into secure, environmentally controlled storage to acclimatise overnight. The objects should not be unpacked or moved until the Library's courier arrives.

At the point of installation, the Borrower will, with the CBL's courier, check the condition of each object against a Condition Report provided by the CBL. Installation should only take place under his/her supervision. Since display cases must not be opened after installation, labels should be prepared in advance.

Installation may not take place while areas of the exhibition are under construction. Seventy-two hours must be allowed to pass before installation after any painting, varnishing, or gluing of the exhibition area (e.g. walls, case exteriors) has taken place to ensure that objects are not affected by hazardous fumes.

Unpacked (i.e. empty) crates must be stored in a secure, waterproof and stable environment. Interior fittings must not be removed.

Objects should be de-installed, condition-checked and packed in the presence of the CBL courier. Packing crates should be re-acclimatised to the conditions in the exhibition area a minimum of twenty-four hours prior to packing.

Display and Case Design

The Borrower should provide designs showing the construction and locking mechanisms of the proposed display cases.

Single-pages will be transported from and to the Library mounted but unframed. Any such object(s) may be framed at the exhibition venue if so desired by the Borrower, in a purpose-built frame provided by

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the Borrower. The framing and de-framing of such object(s) must be undertaken only by the CBL's representative or under the supervision of the CBL's representative. Except in the case of an emergency, no hanging framed Work may be removed from the wall and/or the frame opened for any reason whatsoever without the consent of the CBL, which reserves the right to require the presence of the CBL's representative at the removal of the hanging framed object(s), the full cost of which will be the responsibility of the Borrower.

If an object is framed, it must be screwed to the wall using security screws and a minimum of three mirror plates. The CBL may approve a different hanging method if full details are supplied to the CBL well in advance of the commencement of the loan. The wall or panel to which the framed objects are attached should be a minimum of 2 cm thick and the structure must be entirely stable.

If an object is to be displayed in a case, the case must be secure and lockable. It must also be stable, ensuring the object is protected from vibration and knocks, for example by being secured to the floor. All joins and doors must be dust-proof and the case air tight. All materials used to make the case must be completely inert, preferably metal and glass. No Medium Density Fibre Board (MDF) or compound wood should be used. Oil based paints should not be used in either the gallery or the display case.

Fabric used for the internal lining must have passed the "Oddy Test". The use of felt is not acceptable. Internal linings must be fixed with staples or equivalent and not glued. Any paint work or varnish to the exterior of the case should be completed at least seventy-two hours prior to installation of the object. The interior of the case should not be painted or varnished unless a minimum of three weeks has elapsed before the object is installed.

The case must be completely secure, access being controlled by means of locks or panels fixed with security screws, which are glued into position once installation has taken place. The case should not have internal lighting. Lights should be housed in a separate compartment to the object with a UV absorbent barrier between the objects and the lights. Access to the lights must not involve opening the case. Any glass used in the case must be a minimum of 7.5mm thick laminated glass. The case should be fitted with alarms which respond to vibration and to interference with locking mechanisms. The CBL will not normally accept a case design which involves lowering a Perspex or glass box over the object.

When borrowing a bound volume, the Borrower must indicate how they would like it displayed e.g. horizontally or at an angle. The CBL can provide a book cradle, the cost of which will be borne by the Borrower. Standard CBL cradles are made from perspex and angled at 30 degrees. If the Borrower requires the cradle to be a specific colour or design it will need to be provided by the Borrower; profiles and dimensions of the object(s) will be supplied by the CBL conservation department three months prior to installation.

Works on paper are normally mounted in CBL standard size window matts made from 1650 microns conservation board (John Purcell Paper - Bookwhite colour). If an alternative size and colour matt is required the cost of remounting will be borne by the Borrower.

Environmental Conditions

The objects must be provided with a stable environment. Unless otherwise stated in the Loan Agreement, this will be a temperature in the range of 18-21°C and relative humidity in the range of 45-60% with fluctuations of no more than 5% within an hour. All humidity and heating controls must operate 24 hours a day during the period of the loan. Lights must be turned off in non-public hours. Both daylight and fluorescent lighting must be filtered with a suitable UV absorbing material so that UV radiation is below 75 microwatts per lumen. Generally all material lent by the CBL is considered

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highly sensitive to light, therefore should be lit at 50-70lux. Any specific environmental conditions required for the object(s) will be provided in the Loan Agreement [Section 7(e)].

Security and Safety of Objects

The Borrower will be responsible for the security and physical condition of the object(s) from the time of departure from the Library until its return to the Library (nail-to-nail). Conditions for display and security must meet the requirements specified by the CBL.

Trained security guards, who are paid employees, must be in constant attendance at all times when the exhibition is open to the public and during installation/de-installation. During installation and de-installation, only those individuals directly involved in the preparation of the exhibition should be admitted into the exhibition space and preparation area.

Once installation has taken place, the case must not be opened or the object(s) moved except with the express permission of the CBL or in an emergency.

No conservation work, framing, unframing, remounting or other treatment may take place without the written approval of the CBL, even in the case of an emergency.

Rights and Reproduction

Photography or filming of the object(s) is not permitted, except where this arises as part of general views of the exhibition recorded either by a museum staff photographer, a Press photographer with a valid ID card or TV crew for press coverage purposes only. Separate application must be made to the Rights and Reproductions Office of the CBL for photography for any other purposes.

The Borrower must ensure that the CBL will be appropriately acknowledged in the exhibition, on exhibition labels and in publications and any associated publicity, and in any materials printed for sale which employ images provided by the CBL. Exhibition labels must designate ownership of the object(s) as 'Trustees of the Chester Beatty Library'. All photographs of the object(s) included in the catalogue or any other publication must each state '© Trustees of the Chester Beatty Library'.

Provision of Catalogues

The Borrower must provide the CBL with a minimum of three copies of any publication, catalogue or brochure produced for the exhibition. These should be sent for the attention of the Director's Office.

In Case of Damage

Any damage or loss to the object, regardless of who is responsible, is to be immediately reported to the Director of the CBL. A telephone or fax report must be made immediately (Tel: +353 1 4070765, Fax: +353 1 4070760). The Borrower must ensure that a written report, condition report and photographs showing the damage are received by the Director at the CBL within 48 hours. In the unlikely event that any work is damaged during the loan, the Borrower will be expected to cover the necessary costs of inspection by CBL staff or the removal of the work from exhibition.

The cost of conservation work undertaken as a result of this damage will be borne by the Borrower as would any resulting depreciation in value.

Any theft or breach of security in the exhibition should be reported even if CBL objects are not directly affected.

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Termination

Termination of the loan must be made in writing to the Director. Even where the loan has been cancelled for valid reasons, the CBL will normally charge the Borrower for actual expenses incurred. These expenses may include the cost of conservation as well as packing, mounting and framing.

Approval/Revision History

The Conditions of Loan were submitted for formal approval by the Trustees on 16 October 2013. This document is reviewed on an annual basis by the Collections Management Team, while a full revision will take place every five years.