

GENERAL TERMS AND CONDITIONS

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HAM hereby agrees to loan to the Borrower the work(s) of art itemised in this Agreement. The work(s) may be used only subject to the terms and conditions specified herein and solely during the agreed-upon loan period. At the end of the exhibition, the Borrower shall return the work(s) without delay to HAM within the loan period. The Borrower may not surrender the work(s) to any third party save for the purpose of transportation.

Insurance

The Borrower shall take out an insurance policy or State indemnity for the work(s) against all risks "nail to nail" (from the moment the works leave HAM up until the moment they are returned to HAM). The Borrower shall deliver a copy of the certificate of insurance or indemnity to HAM prior to the start of the loan period.

The work(s) must be insured at the value set down in this loan Agreement, and HAM shall be named as the beneficiary of the policy. The Borrower must inform HAM immediately of any damage to the work(s). In case of damage, the work(s) will always remain property of HAM.

Environmental Conditions

The Borrower undertakes to ensure that its exhibition facilities comply with internationally accepted standards for the exhibition of artworks in museums. The exhibition facility must be equipped with appropriate security systems for protection against crime and fire. No drink, food or smoking may be allowed in the facilities. Upon request, the Borrower shall supply HAM with a facility report prior to the loan.

Unless otherwise agreed, the temperature in the display space must be 20 degrees Centigrade (+-2 degrees) and humidity RH 40–50% (+-5%). No direct sunlight may enter the display space. The Borrower must inform HAM immediately of any deviations in environmental conditions. Any special requirements of the artworks given on loan are set out on the front page of this Agreement.

Transport

The Borrower shall be responsible for the arrangement and cost of transport. Transport must be carried out by a transport company that specialises in the handling of art and which has been approved in advance by HAM. Transport should be made using the most direct route and without interim storage.

HAM may require that a courier accompany the transport and/or inspect the work(s) at the venue. The Borrower shall be responsible for all courier's travel expenses, including but not limited to travel tickets, hotel accommodation and per diems. Travel and accommodation arrangements must be agreed with HAM in advance.

Packing and installation

If a special crate or travel frame is required for the transport of the artwork(s), the cost of the same shall be paid by the Borrower.

Crates must be allowed to acclimatise for 24 hours after their arrival at the destination before they are opened. During the exhibition, empty crates must be stored under identical conditions with the artwork(s).

The Borrower shall package the work(s) for return to HAM in the same way as they were packaged upon arrival to the Borrower.

In the case of loans for which HAM has required the presence of a courier, the opening of the crates, the installation of the work(s) and their packing after the exhibition may all be done only in the presence of the courier.

The work(s) may only be handled by authorised personnel. The loaned work(s) may not be subjected to any procedures or actions without the consent of Ham. If the handling or hanging of the work(s) is subject to special instructions, such instructions are mentioned on the front page of this Agreement.

Condition report

HAM will inspect the condition of the work(s) prior to the start of the loan period. The Borrower must inspect the work(s) after transport and before return transport and mark any changes on the condition report accompanying the work(s). HAM will inspect the work(s) upon their return.

Costs

The Borrower shall bear all the costs arising from the loan, which include but are not limited to

- o costs from the restoration of the work(s) (e.g. framing, conservation),
- o transport costs, transport crate(s) and packaging materials,
- o the costs of the courier, including travel, accommodation, and daily allowance,
- o insurance for the loan period,
- o a loan fee of EUR 200/loaned work.

Publications and photographs

Photographs of the work(s) can be requested by email to kuvapyynnot@hamhelsinki.fi. Any copyright fees for the images shall be paid by the Borrower. A separate agreement is drawn up regarding the use of the images.

Exhibition publications, labels and similar accounts of the work(s) must indicate HAM Helsinki Art Museum as the owner, and the specific collection, if applicable, which is indicated on the front page of this loan Agreement in connection with other specifics of the work(s).

After the exhibition, one copy of all publications and printed matter as well as an account of the number of exhibition visitors must be submitted to HAM to the contact indicated on the front page of this loan Agreement.

HAM Data Protection

All personal data are processed in compliance with Regulation (EU 2016/679) of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).

Cancellation and disputes

In the event that the Borrower cancels a previously agreed loan later than six (6) weeks prior to the start of the loan period, HAM shall be entitled to recover from the Borrower any costs already incurred (e.g. the cost of preparing a work for loan).

Should the Borrower violate the conditions of this Agreement, HAM shall be entitled to recall the loan at any time and to recover from the Borrower the costs arising from the recall. Any disputes shall primarily be settled through negotiation. If negotiations fail to resolve the matter, the dispute shall be submitted to the Helsinki District Court for resolution.