

CONDITIONS FOR THE ACCEPTANCE OF GIFTS AND BEQUESTS OF WORKS OF ART

The acceptance of a gift or bequest through The Art Fund is subject to the following conditions:

A. GENERAL CONDITIONS

1. Art Fund-associated Objects must not be sold, pledged, charged or otherwise disposed of without the prior written consent of The Art Fund which will only be granted in exceptional circumstances, and must not be treated as part of the general assets of the Beneficiary.
2. The Beneficiary must give The Art Fund 60 days prior notice of its wish to sell or otherwise dispose of an Art Fund-associated Object. If the Art Fund-associated Object is disposed of with the consent of The Art Fund, the Beneficiary will, unless otherwise agreed, immediately pay to The Art Fund the proceeds of the sale of the Art Fund-associated Object.
3. The Beneficiary may not assign, transfer, charge or otherwise deal in any of its rights or sub-contract, transfer or otherwise dispose of any of its obligations under this agreement in relation to any Art Fund-associated Object without the prior written consent of The Art Fund. Notwithstanding the aforementioned the Beneficiary may grant other parties non-exclusive licences of its rights in relation to the Art Fund-associated Object without the prior written consent of The Art Fund.
4. The Art Fund cannot accept responsibility for establishing or verifying the provenance of Art Fund-associated Objects. The Beneficiary shall take all reasonable steps to establish and verify the provenance of the Art Fund-associated Object.

B. CARE OF THE ART FUND-ASSOCIATED OBJECT(S)

5.
 - a) The Beneficiary will take due and proper care of all Art Fund-associated Objects and maintain and keep them in clean and good repair in a physically secure environment free from injury and from deterioration from their condition when acquired (otherwise than by reasonable use and wear).
 - b) The Beneficiary will keep all Art Fund-associated Objects on permanent public display or readily accessible to the public in a reserve collection.
 - c) The ownership of Art Fund-associated Objects may not be changed without the prior written consent of The Art Fund.
 - d) The Beneficiary must obtain the prior written consent of The Art Fund before relocating or loaning Art Fund-associated Objects to another public collection in the United Kingdom for a period of more than 3 years.
 - e) The Beneficiary may not loan Art Fund-associated Objects to institutions outside the United Kingdom, except for temporary exhibitions lasting for a maximum period of one year at any one venue.
6.
 - a) In the event of damage to an Art Fund-associated Object, the Beneficiary will promptly apply either the insurance proceeds or its own funds in the repair of the Art Fund-associated Object to the extent that it can (in the reasonable opinion of the Beneficiary) be repaired.
 - b) In the event of loss, destruction or irreparable damage to an Art Fund-associated Object in respect of which the Beneficiary receives the proceeds of an insurance claim or of a Government Indemnity, or any other form of compensation (the 'Proceeds'), the Beneficiary will pay to The Art Fund from the Proceeds the market value of the Art Fund-associated Object immediately before its loss, destruction or irreparable damage. The market value of the Art Fund-associated Object immediately before its loss, destruction or irreparable damage shall be determined by a valuer to be appointed:
 - i) with the mutual agreement of The Art Fund and the Beneficiary; or
 - ii) if The Art Fund and the Beneficiary are unable to agree on the appointment of a valuer, by a single arbitrator to be appointed by The Art Fund and the Beneficiary, or, in default of agreement, by the Chairman for the time being of the Chartered Institute of Arbitrators.
 - c) The Beneficiary will promptly and diligently pursue any insurance claim.
 - d) If the proportion of any sums due to The Art Fund under condition 6(b) is not paid to The Art Fund within 60 days of receipt of the Proceeds, interest shall be payable to The Art Fund on a daily basis at a rate equal to the then base rate of The Art Fund's clearing bank.

C. ACKNOWLEDGEMENT OF THE DONOR AND THE ASSOCIATION WITH THE ART FUND

7.
 - a) The name of the Donor and the association with The Art Fund must be prominently acknowledged in full (ie. not abbreviated to AF or NACF) on the display label together with The Art Fund's logo, which is available to download on The Art Fund's website located at <http://artfund.org>. This condition also applies when the Art Fund-associated Object is on loan to another institution or in a temporary exhibition in accordance with conditions 5(d) and 5(e) above. The name of the Donor and the association with The Art Fund must also be prominently acknowledged on all museum-produced merchandise and catalogue reproductions of Art Fund-associated Objects (both printed and electronic, including the Internet).
 - b) The Beneficiary will not use The Art Fund's name or logo in a way which may adversely affect the image of The Art Fund or cause any negative publicity or otherwise damage or injure the reputation and standing of The Art Fund.

8. The Beneficiary will arrange for The Art Fund's membership literature and display panels to be prominently displayed at all times in the main foyer of the premises where the Art Fund-associated Object is displayed, the size, design and location of the display panels to be mutually agreed. Supplies of The Art Fund's membership literature must be requested from The Art Fund whenever necessary.
9. The Beneficiary will grant free entry to its permanent collections to bearers of valid membership cards of The Art Fund. In the case of temporary exhibitions, either free entry or entry at the most favourable concessionary rate will be granted.
10. The Beneficiary will display a hypertext link which shall link directly to the home page of The Art Fund website located at <http://www.artfund.org> (as such URL may be modified from time to time) on the websites relevant to the Art Fund-associated Object owned or operated by the Beneficiary, where applicable. Links must only be to The Art Fund home page and must not be used to falsely portray any endorsement or affiliation between The Art Fund and the Beneficiary.
11. The Art Fund may borrow the Art Fund-associated Object for its own exhibitions with the consent of the Beneficiary, such consent not to be unreasonably withheld. Requests to borrow the Art Fund-associated Object will be made by The Art Fund with due consideration to security and conservation requirements.
12. The Art Fund must approve in advance any press release or related publicity for all acquisitions of gifts and bequests presented through The Art Fund.

D. SUPPLY OF IMAGES

13.
 - a) The Beneficiary shall as soon as possible but in any event not later than 60 days after the acquisition of the Art Fund-associated Object deliver to The Art Fund free of charge one 5 x 4" colour transparency or quality digital image (minimum 18MB file size) plus a print with the correct colour balance for each Art Fund-associated Object (together 'the Images'), such Images to be of a quality satisfactory to The Art Fund.
 - b) The Beneficiary shall deliver to The Art Fund such further Images of a quality satisfactory to The Art Fund as The Art Fund may request from time-to-time.
 - c) The Beneficiary grants The Art Fund a non-transferable, non-exclusive, royalty free, irrevocable licence to use the Images throughout the world for the purposes of The Art Fund. If the Beneficiary is not the Owner of the copyright in the Art Fund-associated Object and the Art Fund-associated Object is within copyright protection, it is agreed that The Art Fund will be responsible for obtaining the additional consent from the owner of the copyright of the Art Fund-associated Object and complying with any conditions imposed in relation to such consent.
 - d) If the Beneficiary does not own the copyright in the Art Fund-associated Object and/or a third party has rights in the Art Fund-associated Object, then the Beneficiary shall notify The Art Fund that it is not the copyright owner and/or provide details of any third party rights and The Art Fund shall then be responsible for clearing any rights and respecting any conditions of which it has notice.
 - e) The Beneficiary represents and warrants to The Art Fund that:
 - i) subject to clause 13(d) above, it is the sole, legal and beneficial owner or exclusive licensee of the copyright in the Images and has the full, unfettered right to grant the licence under clause 13(c);
 - ii) it has not previously assigned or otherwise encumbered its rights in any of the Images or any similar images or other representations of the Art Fund-associated Object so as to prevent or limit the granting of the licence granted in clause 13(c);
 - iii) the Images are original; and
 - iv) it has not done and will not do anything to prejudice the grant of the licence granted in clause 13(c).
 - f) Subject to clause 13(d), the Beneficiary undertakes to use best endeavours to ensure that use by The Art Fund of the Images as supplied by the Beneficiary will not infringe any third party rights, including any moral rights. The Beneficiary shall inform The Art Fund at once if it becomes unable to comply with this clause 13(f).
 - g) The Beneficiary will keep The Art Fund indemnified against all losses and all actions, claims and proceedings, including all damages and costs arising out of the breach of any of the warranties in condition 13(e) and out of any claims brought by third parties in respect of their actual or alleged intellectual property rights.
14. If any of the above conditions is breached in a material respect and (if capable of remedy) such breach is not remedied within 60 days, The Art Fund reserves the right at its discretion and that of the Donor to require that the Art Fund-associated Object be returned to The Art Fund.

E. BREACH OF ANY CONDITION