



Simple Loans Administration

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Introduction

This guidance has been produced as part of Effective Collections, a programme of work from the Museums Association to increase the number of long loans from stored museum collections. The information in the following pages is designed to help museums to create straightforward loan agreements.

Museums have a duty to share their collections, and one way that they can do this is by lending objects to other museums and public venues. Whether for temporary exhibitions or long-term, as a single transaction or part of an established partnership, administering loans has complex factors to consider as well as potential benefits for the participating institutions, their staff and audiences.

Museums hand over responsibility for objects when they lend, so there is a lot at stake for both the lender and borrower. Loan documentation provides a legal basis for the transaction that sets out the duties of each party and limits liabilities. Although usually written to satisfy the lender, a loan agreement should protect all those who are bound by it by offering clarity. In the course of administering loans, the well-being of objects remains top priority.

The way that loans are administered has implications for whether a loan agreement is suitable for a given object; whether all parties can abide by the terms and conditions; and whether the exercise is the best use of time and resources for the lender and borrower. A 'belt and braces' loan agreement won't in itself prevent accidents, but may be so onerous that borrowers find it difficult to take on objects and that lenders find themselves requiring higher standards of care than objects receive in their home store. Loan agreements for some objects need to demand extremely high standards, but in the majority of cases there is some flexibility.

Loan documents need to be used by a variety of people who may not always be museum professionals, let alone lawyers. Intelligible documents using plain English and few words therefore have a distinct advantage. In addition, loan documentation should be the platform from which a lending relationship works - nothing can replace periodic personal contact between lender and borrower, and this is usually the easiest means of dealing with any problems or queries that may arise with the loan.

Too many museums are fixed in the way that they conduct loans, whether out of a conservative respect for objects or a historically ingrained approach from an institution. One of the worst examples of this is where museums insist on using their own forms: the loan-out form from one museum and the loan-in form from another are both completed, creating ambiguity over the very responsibilities that a loan agreement is supposed to define. The advice in the following pages is designed to encourage museums to look again at the first principles of what loan documentation needs to contain.

This guide does not impose a new standard loan form. Instead, it relies on the existing resources supplied by museums and other groups to filter advice down to the basic building blocks of a loan agreement. The conditions attached to loan agreements need to vary to account for different types of object and different venues, but anyone arranging loans can understand what the key components of a loan agreement are, and know what to expect the lender and borrower to do. This level of confidence and familiarity - being conversant in loans - will allow museum staff to develop the most

simple, easily-understood and cost-effective loan agreements that are suitable for the objects going on loan.

Appendix A to this guide contains examples of loans documentation from museums and sector bodies who successfully deal with loans. The documents do vary, but have different strengths in different situations that have all contributed to the summary guidance in the following pages. Of particular note are the Standard Facilities Report from the UK Registrars Group (UKRG) that is already commonly used in UK museums, and the documents from a recent European Collections Mobility initiative. The consensus reached through long consultations on these documents is invaluable for putting together this guidance.

Effective Collections focuses on long loans, so while the advice in these pages tends to be general enough to apply to all loans the particular challenges of temporary exhibitions or multiple venue loans are not specifically covered.

Contributors, consultants and future work

Many thanks to all of the staff in museums who have supplied their loans documentation in support of the production of this guide. Only a small selection of the forms, loan conditions and reports that were supplied are included in Appendix A, but all were informative and gratefully received. Additional thanks to those listed below who have consulted on drafts of this guide:

ICON

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Through Effective Collections, the Museums Association will continue to advocate the use of simple and pragmatic loans documentation. For more information about this and other elements of the Effective Collections programme of work see:
www.museumsassociation.org/collections.

If you have any comments on the contents of this guide or ideas for additions for future updates, please forward them to sally@museumsassociation.org.

Sally Cross

Collections Coordinator

Museums Association

Expectations when lending and borrowing

All loan agreements should have a start and end date: typically for a long loan this will have a 3-5 year duration. Loan agreements can be renewed to extend the loan period, usually on completion of a satisfactory review of the loan including a condition inspection of the object and an updated facilities report for the loan venue (see UKRG Standard Facilities in Appendix A).

Title to the object remains with the lender throughout. The lender can access, inspect or recall the object, giving reasonable notice, and they should be kept informed of the safekeeping of the object via regular, at least annual, condition inspections by the borrower. Third party and intellectual property right requests should be referred to the lender unless detailed otherwise in the loan agreement.

However, for most loans to museums (and especially for long loans) the lender should expect the borrower to care for the object as if it were part of the borrower's collection. This degree of professional trust gives the borrower licence to handle, move and display the object at their discretion. Where borrowers are not Accredited museums or where the requirements of the object are particularly specialised these concerns should be accounted for in the terms and conditions of the loan agreement.

Both parties should seek the most cost effective means of sufficiently safeguarding the loan object. They should presume against the use of couriers and commercial transporters unless required for specific objects and should always prefer state indemnity over insurance, where available, and consider non-insurance. Out-of-pocket expenses for lending are usually covered by the borrower, though larger museum services should do all they can to absorb costs (particularly when lending to other museums), and all liability for costs should be agreed before the loan takes place.

About the loan

Each loan agreement needs to contain information about the objects, venues and people involved in the loan. This is the information to which terms and conditions relate. The table below is an example of how this information might be laid out; see Appendix B for a version to download and amend to suit your museum.

Loan reference number:	Number of pages (including this):	
Loan start date:	Loan end date:	
This loan may be renewed subject to satisfactory review prior to the loan end date. The Lender will contact the Borrower three months prior to the end date to arrange a review, or to arrange return of the object(s).		
Reason for loan:		
Schedule of loan objects		
Accession number	Description	Valuation at start date
Conditions of loan for the objects detailed above are enclosed overleaf. The authorised signatories below undertake to ensure that staff and agents contracted by their institutions understand and adhere to these conditions.		
Lender: Address: Contact name: Tel: Fax: E-mail:	Borrower: Address: Contact name: Tel: Fax: E-mail:	
Address for collection:	Address for return:	
Contact for copyright or other intellectual property right/reproduction queries:	Credit line to accompany any display/reproduction of the object(s):	
Signed on behalf of the lender Signature: Name: Position: Date:	Signed on behalf of the borrower Signature: Name: Position: Date:	

Core terms and conditions

Although some conditions will vary for different loan agreements in order to provide the most appropriate situation for a given object, some conditions are core to all loan agreements. The conditions below are appropriate to virtually all loans and can therefore be included as a standard set before the more nuanced considerations of the additional conditions overleaf are added. They reflect the expectations when lending and borrowing set out on page 4.

1. The Lender will inform the Borrower of a change of details, including but not limited to change of name or address.
2. The Borrower will inform the Lender of a change of details, including but not limited to change of name or address.
3. The Borrower will inform the Lender of the loss of the object(s) or of any damage of whatever nature including any discovered on first receipt/delivery.
4. The Lender reserves the right to recall the object(s) from loan, particularly if the conditions of loan are not being met. In this unlikely event, six months written notice will be given unless this would place a loan object at excessive risk.
5. All reasonable out-of-pocket costs associated with the loan will be met by the Borrower. However, both Lender and Borrower commit to using the most cost-effective options that meet the conditions of loan. Costs to set up the loan have been agreed separately to this document.
6. The Borrower will provide reasonable access to loan objects to staff or agents of the Lender, for example for inspection or conservation. Visits will be arranged in advance with consideration of the convenience of all parties.
7. Condition reports for the objects on loan will be completed before and after transport to and from the loan venue, and for all other moves or at least annually. Condition inspections may be undertaken by experienced staff or agents of the Lender or Borrower. Copies will be provided for the Lender and Borrower.
8. The valuation of the loan object(s) can be reviewed annually from the loan start date and any change to the valuation overleaf will be agreed by the Lender and Borrower in writing.
9. The Borrower will ensure that the object(s) are maintained in a suitable condition for display. Dusting may be carried out but no repairs, conservation or extensive cleaning may be undertaken without the prior written permission of the Lender.
10. The object(s) will not be used, operated, worn or entered into without the prior written permission of the Lender. The object(s) may otherwise be handled, moved and cared for by staff or agents of the Borrower in accordance with practice for their permanent collection.
11. All third-party requests relating to the loan object(s) will be referred to the Lender

unless specific license is given to the Borrower, including but not limited to copyright. The Borrower will not lend the objects to any third party, or otherwise remove them from the specified loan venue except in an emergency.

12. The Lender must be satisfied by the standard of packing and the security and protection of the object(s) on any vehicle prior to release on loan. The Borrower will provide equivalent standards for the return of the object(s). Unpacking and installation will be undertaken by experienced staff or agents of the Lender or Borrower.

13. Photographs or other reproductions of the object(s) must not be made for commercial purposes by the Borrower or other parties without the prior permission of the Lender. Photographs may be taken by the Borrower for record purposes unless a further condition below applies. Photographs may be taken by visitors for private study unless it is prohibited by a further condition below.

14. The Lender will keep the Borrower's details in accordance the Data Protection Act 1998. The Borrower consents to the processing of their personal details by the Lender for the sole purpose of managing the loan object(s).

15. The Borrower confirms that no objects in their exhibitions or displays are known or suspected to have been stolen, illegally imported or exported, or illegally excavated as defined in the 1970 UNESCO Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property.

Additional terms and conditions

It will normally be necessary to add to the core conditions of loan with additional conditions relating to specific elements of the loan objects or venue. In order for the loan agreement to remain useful these should be kept to a minimum; however a museum can expect to say something additional under most of the headings below. Examples of conditions to choose from are included below. One or several of the options offered under each heading may apply, but take care to be consistent and to avoid conflicting conditions. The version of the form at Appendix B (online) allows for these or other conditions to be typed in.

Insurance/indemnity

There are three basic options for covering the risk of lending objects: commercial insurance, government indemnity, or non-insurance. Commercial insurance is an expensive means of covering the risk of borrowing an object, for example it might cost 0.5% of the value of the object per year or more, so government indemnity is preferred where it is applicable. Non-insurance means that the lender and borrower have decided that one of them will carry the risk of the loan; for example when national museums lend to one another the lender carries the risk.

In the UK, government indemnity is administered through the Government Indemnity Scheme. The standards used by the Government Indemnity Scheme are enclosed in Appendix A. Lenders who are not national institutions are eligible to be covered by UK government indemnity. However, national museums hold collections in trust for the nation and so are usually bound to require the same standards of care as under the Government Indemnity Scheme. Loans overseas may be eligible for state indemnity from another government, though this is not explicitly covered in this guidance.

Optional loan conditions:

- The Borrower undertakes to cover all loss or damage to the loan object(s) through an insurance policy to the value stated in this agreement, or as updated and agreed in writing between the Lender and Borrower. Copies of the insurance policy will be supplied to the Lender.
- The Borrower will provide an approved indemnity for the loan object(s) to the value stated in this agreement, or as updated and agreed in writing between the Lender and Borrower. Copies of the indemnity certificate will be supplied to the Lender.
- No insurance/indemnity arrangements are required. In the event of accidental damage or loss, the Borrower is responsible for a portion of the costs for repair or replacement in accordance with the terms of the Government Indemnity Scheme.
- In the event of damage or loss due to negligence by the Borrower or their agents, the Borrower is responsible for the cost of repair or any reduction in the value of the object.
- The Borrower undertakes to ensure that the objects are insured against loss or damage during transit. Copies of the insurance policy will be supplied to the Lender.

Costs/expenses

As outlined in the core conditions of loan, out-of-pocket expenses are usually covered by the Borrower. However, as part of their remit to share their collections, larger museums are often in a position to absorb some of the cost of lending, for example in providing

technical expertise to install objects or carry out conservation. Conversely, if a museum is lending to a non-public location it may pass on all of the costs of lending or even charge a fee. Known costs or charges should be included in the loan agreement as well as the means by which payment of unknown expenses will be covered (see core condition 5 and further conditions with a cost implication, for example relating to couriers).

Optional loan conditions:

- All costs to arrange the loan, including but not limited to photography, conservation and packing, will be covered by the Lender.
- All costs to arrange the loan, including but not limited to photography, conservation and packing, will be covered by the Borrower.
- The Borrower will be charged an annual fee of xxx for the objects included in this loan agreement.

Environment, security and transport

While some objects are tough enough to withstand extreme environments, some objects will require environmental controls and these should be detailed in the loan agreement. When completing this section, be pragmatic in setting requirements that are realistic and that do not exceed the standards maintained in the home store.

Objects of different value and rarity require greater or lesser precautions for security. Asking a borrower to comply with Government Indemnity Standards for security ought to normally be the highest standard for borrowers to meet, so where this is not necessary interim levels of security or particular details will sometimes need to be recorded. See Appendix A for a copy of the Government Indemnity Standards.

Objects tend to be at their greatest risk during transport so their environment and security at this time has to be considered. Again, Government Indemnity Standards for transport will normally be the highest standards for borrowers to meet. Museums should presume against the use of couriers for the majority of loans, and where they are necessary should seek the most cost-effective option, for example contracting an accredited conservator to accompany objects from several museums, or someone local to the loan venue to supervise installation where a courier for transport is not necessary. Payment of costs should be agreed in writing in advance.

Optional loan conditions:

- The objects will be kept in a secure building in areas adequately protected against extremes of temperature, humidity, light and vibration.
- Light will not exceed the specified level: xxx lux.
- Lux hours per year will not exceed xxx.
- Ultraviolet light will be excluded.
- Temperature will be kept within the specified range: xx°C-xx°C.
- Relative humidity will be kept within the specified range: xx%-xx%rh.
- The loan object(s) must be under regular surveillance by the Borrower's staff whilst open to the public.
- The loan object(s) must be exhibited behind a barrier and out of reach to the public.
- The loan object(s) must travel in a fitted packing case.

- The loan object(s) will be moved in parts, with the commencement of the loan agreement upon the Borrower's receipt of the first part.
- A nominated courier, to be agreed by the Lender and Borrower, must accompany the loan object(s) for transport to and from the loan venue and for unpacking and installation at the loan venue. Payment of costs for couriering is agreed separately to this document.
- The Borrower will abide by the Government Indemnity Scheme: Food and Drink Conditions.
- The Borrower will abide by the Government Indemnity Scheme: Security and Environmental Conditions.
- The Borrower will abide by the Government Indemnity Scheme: Transport Conditions.

Handling and Collections Care

As far as possible, lenders should allow borrowers to handle and care for loan objects as they would any part of their permanent collection. However, details such as preventive conservation routines or handling limitations for delicate materials may need to be recorded here. More detail will be required where the borrower is not an Accredited museum.

Optional loan conditions:

- Specialist materials are required for the mounting and display of the loan object(s) and will be provided by the Lender.
- The loan object(s) will be handled as little as possible and protective gloves (such as soft cotton gloves) will be worn.
- Guidelines for handling and movement of the loan object(s) will be provided by the Lender and observed by staff and agents of the Borrower at all times.

Intellectual Property Rights

Museums need to be careful when they lend and borrow to take intellectual property rights into account. Copyright is usually the greatest concern for museums, typically when producing images of borrowed objects for catalogues or marketing materials, but other rights such as the moral rights of the creator also apply. Third party requests to create or use an image of a borrowed object should also be considered, as well as any changes to the law for overseas loans. Intellectual property rights can be a complex field with legal implications that this guidance does not comprehensively cover (see core loan conditions 10 and 12).

Optional loan conditions:

- The Lender will provide reproductions of the loan object(s) to the Borrower and grants the Borrower license to use these images for museum activities, including but not limited to catalogues and educational or marketing material.
- The Borrower may create and use images of the loan object(s) for museum activities, including but not limited to catalogues and educational or marketing material.
- The Borrower may not grant publishing rights to any third party.
- No photographs or photocopies may be taken by the Borrower.
- No photographs may be taken by visitors.
- A separate copyright license has been granted to the Borrower for the loan

object(s) by the copyright holder.

Governing Law and International Considerations

Where loan objects are travelling overseas museums should consider whose laws govern the loan agreement. Further, more complex, legal and international considerations are not covered specifically in this guidance, but might include arbitration of disputes; customs and import/export requirements, which may vary within and beyond the European Union; anti-seizure protection; or proof of provenance.

Optional loan conditions:

- This agreement shall be governed in accordance with the laws of xxx.
- The Borrower will provide anti-seizure protection to the loan.

Supporting Material Accompanying the Loan

Sometimes museums lend materials that are not part of their permanent collection in support of a loan. For example, these might include packing materials, a display case of sufficient security standard, or environmental monitoring equipment. Details of the supporting materials should be added in this section.

Other Conditions

This guidance gives the building blocks from which to put together loan agreements but is not comprehensive in the conditions a museum can choose from – such a list would be interminable. While retaining pragmatic brevity, museums should not be afraid to write loan conditions to suit their particular circumstances and to negotiate these with partners in the loan.

Effective Collections: Simple Loans Administration

Appendix A

UKRG Standard Facilities Report

The Standard Facilities report from the UK Registrars Group has been accepted across the UK museums sector and in many European museums as a means of giving information about a borrowing venue from which a loan agreement can be developed. Though it takes a museum some time to complete the form the first time, keeping an electronic version on file for amendment when considering new loans-in is very useful. The form is also helpful in prompting a museum to think about security and environmental conditions in preparation for a Government Indemnity application.

Government Indemnity standards of care

The Government Indemnity Scheme, administered by MLA, offers museums an alternative to commercial insurance to cover the risk of borrowing from non-national institutions and private individuals. It is sometimes perceived among museums as difficult to engage with or apply for. However, the scheme is extremely valuable in facilitating loans that simply could not happen otherwise, and the standards of care it details for objects are often used as a benchmark against which to measure suitability of a loan venue even when government indemnity cannot apply (for example, with loans from a national museum).

European loan forms

Since 2004 successive European Union presidencies have undertaken an initiative to improve collections mobility around Europe. In that time, various working groups have developed resources around loans. One of the groups has concentrated on loan fees and long-term loans and in late 2007 will publish a loan contract, a definition of a long-term loan, and guidelines about costs. Though this material has an international focus, the advice it offers will be applicable to loans in the UK and offer a sound basis that has much in common with the guidance in these pages. It will be added to this resource when available. Similarly, the Network of European Museum Organisations, commissioned by the EU collections mobility initiative, has developed a standard loan form that will be launched in November 2007. Enclosed in the following pages is a draft version of the form, which will be updated when the final version is available.

National Portrait Gallery

The National Portrait Gallery has condensed its standard loan conditions to a single page to cover the requirements for most loans from its collection. While the conditions for individual loans can vary from this list it is useful to have such a starting point in negotiating loans and saving time when preparing agreements.

Bolton Museum and Archive Service

Bolton Museum and Archive Service has standard loan-out terms that it supplement with a sheet of 'Special Considerations', which is enclosed here. This format is useful in prompting the person writing the loan agreement to think through the various subheadings under which loan conditions might apply. However, curators and registrars should remember to keep things simple and not expect to always fill the gaps on such a form.

UKRG STANDARD FACILITIES REPORT

Standard Facilities Report



CONFIDENTIAL

This Facilities Report was devised by the United Kingdom Registrars' Group (UKRG) in consultation with the Museums, Libraries and Archives Council.

The form will enable lenders to assess the practicalities involved in making loans. It is intended to help both borrowers and lenders identify potential problems and reach agreement on how these can be resolved.

It should therefore be completed and returned as quickly as possible.

The form is intended for use in all kinds of museums and galleries, irrespective of type of collection or size. For this reason not all questions will be relevant to every borrower. However as a standard form it can be filled in once and updated for use with any future loan requests. Please complete the form therefore as fully and accurately as possible, adding any other information which you feel may be relevant. You should retain a copy for future use.

Lending Institution Address	
Contact Position Telephone Fax Email Lending Institution's Reference Code	

Loan Venue Address	
Contact Position Telephone Fax Email Purpose of Loan/Title of Exhibition Dates at this Venue Date Form Completed	

<p>8.1 Is smoking permitted anywhere in the building?</p>	<p>YES/NO</p>
<p>8.2 If YES, please state where and how this is controlled</p>	<p>----- ----- -----</p>
<p>9.1 Do you make routine inspections for rodent, insect and micro-organism problems?</p>	<p>YES/NO</p>
<p>9.2 If YES, please supply details</p>	<p>----- ----- -----</p>

[B] EXHIBITION AREAS

The information requested in this section will help lenders and borrowers decide which is the safest way of displaying a loan, as well as consider the practicalities of lending/borrowing physically problematic objects.

Please attach floor plans of the exhibition areas to be used, clearly indicating each separate space and showing the position of routinely opened doors and windows, and, as far as possible, unshaded glazing, sources of heat, draughts etc.

<p>1. When was the exhibition area to be used opened or last refurbished?</p>	<p>----- ----- -----</p>
<p>2. What methods are used to secure loans to walls, partitions, plinths etc.? Please describe your usual method</p> <p><i>Please refer to the attached display case questionnaire</i></p>	<p>----- ----- ----- ----- -----</p>
<p>3. How do you regulate the number of visitors in exhibition areas?</p>	<p>----- ----- -----</p>
<p>4.1 Is the consumption of food or drink ever permitted, or are events (concerts, receptions, dance etc.) ever permitted in exhibition areas?</p>	<p>YES/NO</p>
<p>5.1 Do you use barriers or other methods of physical protection for material on display?</p>	<p>YES/NO</p>
<p>5.2 If YES, please supply details</p>	<p>----- ----- -----</p>

[B] EXHIBITION AREAS (cont.)

<p>6. Please supply details of how the exhibition area is routinely managed during an exhibition with regard to:-</p> <ul style="list-style-type: none"> • lamp replacement • cleaning of floors & display cases • cleaning of items on open displays etc. • checking of equipment 	<p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p>
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[C] **ACCESS**

The information requested in this section allows borrowers and lenders to think in terms of the problems that may be encountered (stairs, awkward corners etc.) when moving large or heavy objects and plan necessary precautions.

<p>1.1 Are there any restrictions to vehicle access to your premises (low archways, tight corners, size/weight restrictions etc.)?</p>	<p>YES/NO</p>
<p>1.2 If YES, please supply details</p>	<p>-----</p> <p>-----</p> <p>-----</p>
<p>2.1 Do you have a covered loading bay?</p>	<p>YES/NO</p>
<p>2.2 If NO, where do you take a delivery of loans?</p>	<p>-----</p> <p>-----</p> <p>-----</p>
<p>3.1 Do you have a goods lift?</p>	<p>YES/NO</p>
<p>3.2 If YES, what are its interior dimensions/load capacity?</p>	<p>-----</p> <p>-----</p> <p>-----</p>
<p>3.3 If NO, how do you move loans between differing floor levels?</p>	<p>-----</p> <p>-----</p> <p>-----</p>
<p>4. What is the maximum size of object/packing case that can be brought into the exhibition space by the normal route?</p>	<p>-----</p> <p>-----</p> <p>-----</p>

[D] **HANDLING**

The information requested here allows borrowers and lenders to agree on the most appropriate handling method/procedures for particular loans.

2.
What ranges of temperature and relative humidity are maintained over the year?

3.
How is temperature and relative humidity controlled:

3.1
In the exhibition area?

3.2
In display cases?

4.
Are these control methods in operation 24 hours per day:

4.1
In the exhibition area?

YES/NO

4.2
In display cases?

YES/NO

5.1
Do you maintain the same environmental conditions in your storage, unpacking or packing areas as are maintained in exhibition areas?

YES/NO

5.2
If **NO**, please supply details of conditions and controls

6.1
Do you have the means of controlling atmospheric pollutants (e.g. dust filters)?

YES/NO

6.2
If **YES**, please supply details of method used

Signed: _____ Name: _____

Position: _____ Date: _____

*When returning this facilities form please include:-
(Tick as appropriate)*

- Floor plans of each of the exhibition spaces to be used clearly indicating each separate space.**
- Copies of continuous readings for temperature and relative humidity for the areas in which you propose to display loans taken over a period of the previous year equivalent to that of the loan period.**
- Any photographs, postcards, interior views or publicity material which show the exterior of the building.**
- Any other information which you feel might be helpful.**

UKRG Standard Facilities Report, Spring 2004

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GOVERNMENT INDEMNITY SCHEME

STANDARD CONDITIONS

GENERAL

1. In granting an indemnity to the owner, the Government is relieving the borrower of the need to take out commercial insurance. It therefore requires the borrower to observe certain conditions. The lender should be given the opportunity to see and approve them.

i. As a means of encouraging continuing responsibility by borrowers in order to eliminate small claims, the scheme has a minimum liability clause. The borrower is required to undertake to meet the cost of the loss of any object on loan to him covered by indemnity under the scheme, up to a limit of:

- a. £300 for objects of value up to £4,000
- b. £300 plus 1% of the total value of the object for objects of value of £4,000 and above.

It is open to the borrower to meet the minimum liability through existing resources or to insure against the possibility of having to meet it, or the owner may waive the right to receive the minimum liability but such a waiver must be put in writing before the indemnity takes effect.

ii. The borrower is required to adopt any special security measures stipulated by the Secretary of State (or in Scotland, the Scottish Ministers, or in Wales, the National Assembly for Wales), on the advice of the National Security Adviser, and to display the object only in the place which has been afforded security clearance.

iii. The object must be made accessible to the public at the agreed times.

iv. The borrower is required to maintain adequate physical and environmental conditions to prevent, so far as possible, any deterioration in the state of the object.

v. The borrower must give prompt notification to the Council for Museums, Archives and Libraries (hereinafter called "MLA") of the loss of, or damage to, any object, and of any variations in the list of indemnified objects, their valuations, the period of loan, the arrangements for public access, the security arrangements and environmental control provisions.

vi. The borrower shall not undertake any restoration or conservation on the object without prior agreement of the owner.

LOANS FROM NATIONAL MUSEUMS AND GALLERIES

2. In accordance with Government policy to bear its own risks, the borrower is relieved of the need to take out commercial insurance in respect of loans from national museums and galleries (including those bodies funded by the Scottish Executive Education Department and the National Assembly for Wales). This notwithstanding, the minimum liability applies as above.

THE OWNER'S RIGHTS TO IMPOSE CONDITIONS ON A LOAN

3. The terms of the indemnity scheme do not affect the owner's and/or lender's rights to impose other reasonable conditions on the loan of the object. Nor do they affect the owner's rights to claim compensation from the borrower where conditions imposed by the owner have been breached.

PAYMENT OF COMPENSATION

4. An undertaking given by the Secretary of State provides a guarantee that Parliamentary authority will be sought for the provision of the necessary funds to recompense the owner for the loss of, or damage to, the object.

5. Compensation will be paid to the owner under the following terms:

i. If the claim does not exceed the borrower's liability, the borrower shall make the appropriate payment direct to the owner.

ii. For larger claims, the borrower shall again pay his liability direct to the owner. Where the object has been lost or irreparably damaged, payments (including the borrower's liability) will be made on the agreed valuation. In the case of damage to the object, the payment will represent the costs of such reasonable repairs and any reduction in the market value of the object after any such repairs as may be agreed between the owner and the Secretary of State, and shall not exceed the agreed valuation.

iii. In the event of loss or damage due to the specified conditions not having been observed, the Secretary of State shall be entitled to conduct, in the name of the owner, the pursuit or settlement of a claim against the borrower or a third party or to prosecute in the name of the owner. The Secretary of State shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the owner shall give all such information and assistance as the Secretary of State may require.

iv. If an object is lost and subsequently recovered and restored to the owner, the owner shall immediately repay, to the Secretary of State, any sum received under this indemnity (less, if the object is recovered in a damaged state, an amount representing the deterioration in value due to the damage.)

v. Compensation for the loss of books, manuscripts or bulk archive material, will be made in accordance with the valuation agreed between the owner and the Secretary of State.

6. Compensation will be paid subject to the provisions below;

i. In the event of loss of, or damage to, the object, the borrower shall submit to MLA sufficient evidence of the circumstances in which the loss or damage took place to enable MLA to assess whether or not the conditions were fully complied with.

ii. The borrower is responsible for providing a level of physical and environmental control appropriate to the care of the object. It is open to the owner and/or lender to impose any conditions deemed necessary for the safety of the object, but compensation will not be payable under the indemnity where any deterioration in the condition of the object is occasioned by the object being maintained in inadequate conditions imposed by the owner and/or lender.

iii. Compensation will not be payable in respect of loss or damage caused by

a. negligence or other wrongful act of the owner, his agents or servants

b. war, hostilities or war-like operations

c. the condition (including inherent vice or a pre-existing flaw) of the object at the time of its loan to the borrower

d. a third party claiming to be entitled to the object

e. restoration or conservation work undertaken to the object by the borrower, his servants or agents with the agreement of the owner.

ARBITRATION

Any dispute or difference between the owner and the Secretary of State in connection with any indemnity shall be referred to and determined by a sole arbitrator. The arbitrator shall be appointed by agreement between the owner and the Secretary of State or, in default of agreement, by the president for the time being of the Law Society (or the Law Society of Scotland if indemnity is issued by the Scottish Ministers). Such arbitration shall take place in London (or Edinburgh, as applicable).

LAW

Indemnity shall be governed by, and construed in accordance with, the law of England (or Scotland as applicable).

GOVERNMENT INDEMNITY SCHEME: TRANSPORT CONDITIONS

1. Transport companies used to move object(s) must have experience in the transport of fragile and valuable artefacts with employees trained in the handling of such material and must be able to meet the conditions below and confirm this in writing.
2. When indemnified objects are sent out or brought in from abroad the company must have the ability and appropriate experience to handle consignments of valuable and fragile material. The company must be experienced in dealing with airport and seaport procedures and all necessary documentation.
3. The removal, packing, unpacking and transport of the loan material must be supervised by senior members of the transport company in consultation with the lender and/or borrower of the material.
4. Vehicles, whether owned by a transport company or the borrower or the lender, used for the transport of indemnified material must conform to the specifications in paragraphs 5 to 10 below.
5. Vehicles used should normally be closed vans (ie having solid sides and roof) with a windowless freight compartment separate from the driving cab. All vehicles to be equipped with good quality locking devices. Additional locking facilities may also be required; such as closed shackle padlocks. Any locking bars or external fittings must be secured with concealed or non-return screws or welded or riveted into place.
6. Vehicles should provide appropriate protection against vibration and shock and extremes in relative humidity and temperature conditions for consignments of valuable and fragile material. Air-ride suspension and climate control equipment may be necessary in appropriate circumstances. Environmental conditions should be monitored.
7. Vehicles and crew have to be equipped with appropriate means of communications such as fixed and/or mobile radio telephones for route monitoring and emergencies.
8. Keys to the freight compartment should be kept separate from the vehicle keys.
9. Vehicles other than closed vans may be used in appropriate circumstances, eg the carriage of exceptionally large items which may demand the use of an open lorry with the load suitably covered. Furthermore, small consignments or single items may be carried by car, small van, taxi, train or air providing a sufficient number of couriers are in attendance.
10. All vehicles must be provided with fire-fighting equipment appropriate to the load and the crew experienced in its use.
11. Whatever method of transport is used compliance with the operating conditions in paragraphs 12-19 is required.
12. A vehicle must carry two drivers on long journeys, or one driver and a courier on short journeys. The crew to consist of responsible persons experienced in the handling of valuable consignments and capable of dealing effectively with an emergency situation.
13. Where space on the carrying vehicle is limited, or where deemed essential for security control, a second escorting vehicle will need to be provided and equipped with mobile radio/telephone communications.

14. The route needs to be carefully planned and the addresses and telephone numbers of emergency services should be carried by the crews and accompanying couriers.

15. Ideally the journey should be completed in one haul.

16. When a stopover is necessary arrangements must be made to lodge the vehicle and/or material in secure premises which are protected by a 24-hour intruder and fire alarm system or under continuous supervision.

17. On no account should a vehicle be left unattended by the crew even in an emergency.

18. Special circumstances may apply to some overseas transport but arrangements must be no less rigorous than those specified above.

19. An effective "no smoking" policy must apply in areas containing loan material.

A In the event of loss or damage due to the specified conditions not having been observed the Secretary of State shall be entitled to conduct in the name of the owner or lender the pursuit or settlement of a claim against the borrower or a third party or to prosecute in the name of the owner. The Secretary of State shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the owner shall give all such information and assistance the Secretary of State may require.

B These conditions are the minimum requirements of the Government Indemnity Scheme, but borrowers should be aware that some lenders impose additional conditions which the borrower will be required to meet for the loan to proceed.

GOVERNMENT INDEMNITY SCHEME: SECURITY AND ENVIRONMENTAL CONDITIONS

1. The borrower shall at all times be responsible for ensuring that the greatest possible care is taken of the material which is the subject of the indemnity.
2. The indemnified material must be accommodated in a strong building which has physically well-protected windows, doors and skylights. The building must also provide appropriate environmental control for the indemnified material.
3. The whole of the building must have an automatic fire detection system fitted by a NACOSS (National Approval Council for Security Systems) approved alarm company which is serviced annually and maintained in good working condition.
4. At night, or when the building is closed or not otherwise in normal use, there needs to be either an agreed level of night guarding or modern intruder detection alarm system which covers all possible entrances to the building. This alarm system is to be fitted by a NACOSS approved alarm company, serviced annually and maintained in good working condition.
5. The intruder and fire detection systems must be connected by a monitored signalling device to an alarm-receiving centre or the emergency services unless they are monitored internally by security personnel.
6. If, as a result of false calls, the police response to the system is downgraded withdrawn; or if there is a failure which renders the system ineffective; or if the system cannot be re-set immediately, guarding by trained personnel must be introduced until the police response is fully restored or the system is repaired or re-set.
7. Environmental conditions must be maintained 24-hours a day, 7-days a week throughout the loan period from the time the indemnified material arrives until it departs from the loan venue.
8. Relative humidity, temperature and light levels should be monitored throughout the loan period in the space containing indemnified material.
9. Paintings, drawings and similar objects must be secured to walls by mirrorplates and security screws or, if this is not possible for any reason, an acceptable alternative must be agreed with the National Security Adviser.
10. Small pictures, ie less than 450mm x 250mm (including frame), must not be displayed near windows, fire escapes or entrances and exits to the building.
11. Unglazed paintings, fragile or sensitive material must be protected by rope or other barriers which must be at least one metre from the exhibits or an acceptable alternative must be agreed with the National Security Adviser and Environmental Adviser.
12. small portable objects must be exhibited in locked display cases which should be fitted with anti-bandit laminated glazing meeting British Standard BS5544. If the material consists of gold, silver, jewellery or items which are especially valuable, the cases must be fitted with alarm devices. The cases must be secured in a manner approved by the National Security Adviser.
13. All indemnified material must be displayed so that it is invigilated by trained personnel. This will normally mean at least one person to a room unless an acceptable alternative is agreed with the National Security Adviser.

14. Security or qualified staff must be continuously deployed in the exhibition rooms during the time the public is admitted and proper arrangements must be made for their relief for refreshment and other purposes. They must concentrate on the safety and security of the displayed material at all times.

15. When it is not possible to arrange for a gallery containing indemnified material to be properly invigilated it must be closed to the public.

16. There must be a form of drill with which every member of staff is familiar to cater for all emergencies.

17. An Emergency Plan should be drawn up and updated regularly to cope with emergencies such as: fire; smoke, escape of water from tank, pipe or appliance; theft; robbery; vandalism; storm; explosion; terrorist act; political act; flood; riot; civil commotion; pest attack; earthquake; collision by aircraft or other vehicle.

18. Staff performing security duties must have access to with communications equipment by which they can indicate that there is an emergency situation.

19. When meetings or other events are held in areas containing indemnified material consideration must be given as to an appropriate level of supervision.

20. Food or drink must not be allowed in the area containing the indemnified material except under arrangements approved by the National Security Adviser and Environmental Adviser of MLA.

21. Smoking must not be permitted at any time.

22. The arrangements for formal openings and private views must comply with all the above conditions.

A In the event of loss or damage due to the specified conditions not having been observed the Secretary of State shall be entitled to conduct in the name of the owner or lender the pursuit or settlement of a claim against the borrower or a third party or to prosecute in the name of the owner. The Secretary of State shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the owner shall give all such information and assistance the Secretary of State may require.

B These conditions are the minimum requirements of the Government Indemnity Scheme, but borrowers should be aware that some lenders impose additional conditions which the borrower will be required to meet for the loan to proceed.

GOVERNMENT INDEMNITY SCHEME: FOOD AND DRINK CONDITIONS

The general security and environmental conditions applying to exhibitions and displays covered by government indemnity do not allow food and drink in the area containing the indemnified material unless arrangements are approved by the National Security Adviser and the Environmental Adviser of MLA. If it is not possible in connection with private views or other functions to serve food and drink in spaces other than those containing indemnified material the National Security Adviser must be consulted and the following conditions are likely to apply.

1. A strict enforcement of the ban on smoking.
2. Food and drink is prepared and dispensed in a space not containing indemnified material. No heat or steam generating equipment can be used in the space containing indemnified material.
3. Red wine must not be served in a space containing indemnified material.
4. Strict attention is given to the cleaning operation to ensure removal of residue of food and drink. Appropriate checks should ensure that chemical cleaning agents or extra amounts of water do not adversely affect environmental stability or the corrosivity of the atmosphere next to indemnified material.
5. Where practicable the installation of suitable barriers are required to prevent close approach to unglazed, fragile or sensitive exhibits. Such barriers must be a minimum of one metre distant from the object to provide a manageable sterile zone.
6. The deployment of adequate staff on invigilating duties in all exhibition spaces containing indemnified material especially where barriers cannot be installed.

If arrangements are made incorporating the above together with any additional measures required by MLA, the government indemnity will remain valid. If, however, there are any doubts about arrangements or where it is felt that government indemnity may be affected or that different arrangements are sought, the National Security Adviser and Environmental Adviser must be consulted.

Standard Loan Agreement (Draft Version, 21 July 2006)

LOAN AGREEMENT

This Loan Agreement is made and entered into on the attached **Loan Conditions** by

Lender's name:

Address:

and

Borrower's name:

Address:

a) Exhibition

- Title
- Dates
- Tour venues (with dates)

b) Duration of Loan(s)

- Dates

c) Loan(s)

- Artist

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- Title and date
- Material and technique
- Dimensions with/without frame in cms
- Inventory number
- Credit line

d) Insurance

- Insurance value:
 - insurance to be taken out by borrower
 - insurance to be taken out by lender
 - to be covered by XY indemnity

e) Costs

- Insurance premium (if covered by lender)
- Loan fee
- Administration cost
- Framing/glazing/ preparation
- Other cost

f) Special requirements

- Courier
 - yes
 - no
- Courier conditions and costs (fares, per diems, etc.):

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- Other requirements (packing and shipping, barriers, stanchions, etc.):

g) Pick up and return address

h) Contact person

Name:

Telephone:

Fax:

Email:

Lending institution

Date _____

Borrowing institution

Date _____

Lender's signature

Borrower's signature

Loan conditions

General conditions

Version A

The Lender lends the work(s) listed on the loan agreement (the attachment to the loan agreement). The loans may be used for the purpose and duration mentioned in the loan agreement only. The loans may be recalled by the Lender at any time. They are to be returned to the Lender at the end of the exhibition without delay and special request.

The Borrower has to bear all costs of this (these) loan(s). He is not entitled to lend the work(s) to third parties.

The loan(s) may be terminated by either party on receipt of at least three months written notice.

Version B

The Lender lends the work(s) listed on the loan agreement (the attachment to the loan agreement). The loans may be used for the purpose and the duration mentioned in the loan agreement only. The loans are to be returned to the Lender at the end of the exhibition without delay and special request. If the Borrower is in breach of any of the terms of the agreement the Lender may annul the contract at once without formality, send for the objects at the expense of the Borrower and, if necessary, claim compensation.

The Lender reserves the right to refuse to lend objects, to withdraw loans from an agreed loan list, or to recall objects on loan at any time without being required to provide reasons for such actions.

The Borrower must bear all costs of this (these) loan(s). He is not entitled to lend the work(s) to third parties. He may neither alter nor photograph, copy or restore the objects unless given permission by the Lender in writing. He undertakes to exhibit or store the objects with due care according to the conditions of the Lender.

The Lender and Borrower undertake to treat with confidentiality any contracts made with each other or with any Third Party relating to the Loan Agreement.

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Where there is a discrepancy between the Lender's Loan Agreement and Conditions of Loan and the Borrower's, the Lender's Conditions shall apply.

The loan(s) may be terminated by either party on receipt of at least three months written notice.

Costs

All costs arising in connection with the loan(s) shall be borne by the Borrower, including:

- handling/ loan fee
- restoration costs
- glazing, framing, preparation etc.
- photography
- insurance
- packing
- transports
- courier costs
- other costs: _____

Insurance

Version A (Borrower insures)

The loan(s) shall be insured by the Borrower on a nail to nail basis against all risks, including transit. The insurance certificate or a signed copy shall be presented to the Lender by the Borrower in advance to initiation of transport procedures. Should the insurance documents not conform to the required risk cover the Lender has the right to withhold transferring the loan(s) until insurance documents are rectified accordingly by the Borrower. In the case of loss or damage the Lender must be notified immediately.

Version B (Borrower insures)

The loan(s) shall be insured by the Borrower on a nail to nail basis against all risks, including transit. The insurance certificate or a signed copy, naming the Lender as the beneficiary, shall be presented to the Lender by the Borrower in

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advance to initiation of transport procedures. Should the insurance documents not conform to the required risk cover the Lender has the right to withhold transferring the loan(s) until insurance documents are rectified accordingly by the Borrower.

The insurance policy shall include coverage against all risk of physical loss or damage from any cause, whilst in transit and on location in the gallery, with the value stated in Euros. Valuation of the loan(s) is made by the Lender. This is an Agreed Value and cannot be disputed in the case of damages.

In the case of loss or damage the Lender must be notified immediately. The damage must be recorded in a condition report accompanied by photographs.

In the case of total loss the Agreed Value has to be paid. In the case of damages the restoration cost as well as the depreciation will be assessed by the Lender.

Should there be a considerable fluctuation of values in the (art) market the Lender may set a new insurance value. He must inform the Borrower in writing. This value becomes effective seven days later.

Version C (Lender insures)

The loan(s) shall be insured by the Lender on a nail to nail basis against all risks, including transit. The insurance certificate or a signed copy shall be presented to the Borrower in advance to initiation of transport procedures. Should the premium not be paid by the time the loan(s) are due to leave the Lender's premises, the Lender has the right to withhold transferring the loan(s) until payment has been received. In the case of loss or damage the Lender must be notified immediately.

Version D (Lender insures)

The loan(s) shall be insured by the Lender on a nail to nail basis against all risks, including transit. The insurance certificate or a signed copy shall be presented to the Borrower in advance to initiation of transport procedures. Should the premium not be paid by the time the loan(s) are due to leave the Lender's premises the Lender has the right to withhold transferring the loan(s) until payment has been received.

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In the case of loss or damage the Lender must be notified immediately. The damage must be recorded in a condition report accompanied by photographs.

Should there be a considerable fluctuation of values in the (art) market the Lender may set a new insurance value. He must inform the Borrower in writing. This value becomes effective seven days later.

Version E (Borrower's indemnity)

The loan(s) shall be insured under the Borrower's State/Government Indemnity on a nail to nail basis against all risks, including transit. The Certificate of Indemnity, naming the Lender as the beneficiary, shall be presented to the Lender by the Borrower in advance to initiation of transport procedures. Should the indemnity documents not conform to the required risk cover the Lender has the right to withhold transferring the loan(s) until they are rectified accordingly by the Borrower. In the case of loss or damage the Lender must be informed immediately.

Version F (Borrower's indemnity)

The loan(s) shall be insured under the Borrower's State/Government Indemnity on a nail to nail basis against all risks, including transit. The Certificate of Indemnity, naming the Lender as the beneficiary, shall be presented to the Lender by the Borrower in advance to initiation of transport procedures. Should the indemnity documents not conform to the required risk cover the Lender has the right to withhold transferring the loan(s) until they are rectified accordingly by the Borrower.

The indemnity must include coverage against all risk of physical loss or damage from any cause, whilst in transit and on location in the gallery, with the value stated in Euros and the standard exclusions only. Valuation of the loan(s) is made by the Lender. This is an Agreed Value and cannot be disputed in the case of damages.

In the case of loss or damage the Lender must be notified immediately. The damage must be recorded in a condition report accompanied by photographs and sent to the Lender within 3 days. The Borrower will cover the necessary cost of inspection by the Lender's staff.

In the case of total loss the Agreed Value has to be paid. In the case of damages the restoration cost as well as the depreciation will be assessed by the Lender.

Should there be a considerable fluctuation of values in the (art) market the Lender may set a new insurance value. He must inform the Borrower in writing. This value becomes effective seven days later.

Packing and transportation

Version A

The transport of the loan(s) to and from the final destination is to proceed at the cost and liability of the Borrower. The choice of transport agent must be agreed between the Lender and the Borrower. The works must be repacked in the same or similar materials as received unless otherwise authorized by the Lender.

The loan(s) must be couriered by a member of the Lender's staff (see "Courier")

Version B

The transport of the loan(s) to and from the final destination is to proceed at the cost and liability of the Borrower. The choice of transport agent must be agreed between the Lender and the Borrower. Any transport company used must have experience in the transportation of delicate and valuable objects with employees trained in the handling of such material.

The removal, packing, unpacking and transports must be supervised by experienced members of the agents' staff in cooperation with members of the Lender's and/or Borrower's staff. Vehicles should provide appropriate protection against vibration and shock and extremes in relative humidity and temperature conditions. For the return transport the works must be repacked in the same or similar materials as received unless otherwise authorized by the Lender.

- The loan(s) must be couriered by a member of the Lender's staff (see "Courier")

Couriers

Version A

The loan(s) must be couriered to and from XY by a member of the Lender's staff.

The Borrower is responsible for all expenses derived from the courier's travel, including per diems and hotel accommodation in a good middle-class hotel.

Version B

The loan(s) must be couriered to and from XY by a member of the Lender's staff.

The Borrower is responsible for all expenses derived from the courier's travel, including per diems and hotel accommodation in a good middle-class hotel.

The per diem is XY Euros per day for XY days.

For trips within Europe a minimum of 2 nights (3 days per diem) shall be calculated. For intercontinental journeys a minimum of 3-4 nights (4-5 per diems) shall be calculated. If the installation makes it necessary to extend the courier's stay, the Borrower will cover the expenses.

When travelling overseas with the loan(s) the courier must travel business class and an extra seat must be booked when the work travels with the courier in the cabin.

Special agreements:

Care of objects and installation

Version A

The Borrower shall secure constant and adequate protection of the loan(s). The objects should be maintained in the condition in which they were received and the Borrower should exercise the same care for the objects as for his own property.

The Borrower may not make any changes to the condition of the property on loan without written consent from the Lender.

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The Lender shall prepare a condition report which is to accompany the object and which must be completed by the Borrower. Should any changes in the condition of the loan(s) be noted the Lender must be contacted without delay.

Version B

The Borrower shall secure constant and adequate protection of the loan(s). The objects should be maintained in the condition in which they were received and the Borrower should exercise the same care for the objects as for his own property.

Works packed in climate-controlled crates must be stored for acclimatisation for at least 24 hours. Empty crates shall be stored in a secure climate and temperature controlled indoor storage area.

The Borrower may not make any changes to the condition of the property. Framed objects may not be unframed, removed from mounts or protective devices, cleaned or altered in any way without prior written consent by the Lender.

The property on loan may not be placed in the direct vicinity of heating and humidifying or dehumidifying units or equipment and protected at all times against direct sunlight, strong artificial light, heated and cold air sources.

The courier must have the opportunity to supervise the installation of the loan(s). Likewise, at the end of the exhibition period, the courier must have the opportunity to supervise the de-installation and packing of the loan(s).

The Lender shall prepare a condition report which is to accompany the object and must be completed by the Borrower. Should any changes in the condition of the loan(s) be noted the Lender must be contacted without delay.

Environment

In the exhibition galleries a stable climate with the following conditions has to be maintained:

Temperature: 20° +/- 2° C

Relative humidity: 50% +/- 5%

Light intensity: paintings _____

 drawings _____

 others _____

Additional conditions: _____

Security and Safety

Version A

The Borrower agrees to safeguard the loan(s) under the best possible conditions of control and security during the entire time they are on his premises.

Smoking, eating and drinking shall be prohibited in the exhibition areas.

The Lender reserves the right to inspect the loan(s) whilst they are on exhibition.

- The Borrower is to pay the cost of such an inspection.

The Borrower provides the Lender with a Facility Report prior to the signing of the Loan Agreement.

Version B

The Borrower agrees to safeguard the loan(s) under the best possible conditions of control and security during the entire time they are on his premises.

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The Borrower will provide security by means of guards, barriers, plinths, showcases, electronic devices etc. in order to keep the loan(s) secure whilst on his premises and to ensure that the public does not touch or otherwise damage the work(s). The Borrower must ensure that the exhibition venue complies with fire safety regulations and that museum guards are fully prepared for action in the event of danger.

Smoking, eating and drinking shall be prohibited in the exhibition areas.

The Lender reserves the right to inspect the loan(s) whilst they are on exhibition.

- The Borrower is to pay the cost of such an inspection.

The Borrower provides the Lender with a Facility Report prior to the signing of the Loan Agreement so as to enable the Lender to assess the environment, security and logistical implications of lending to this venue.

Reproductions and publicity

Version A

Loaned objects must not be photographed, filmed, videoed, televised or copied in any way without prior written agreement by the Lender.

The press and museum may photograph the loan(s) as part of the exhibition or to document a general view. Works may be filmed for exhibition publicity.

Photographic material can be obtained from

The Borrower must provide the Lender with X copies of the exhibition catalogue.

Standard Loan Agreement (Draft Version, 21 July 2006)

Version B

Loaned objects must not be photographed, filmed, videoed, televised or copied in any way without prior written agreement by the Lender. Reproductions supplied by the Lender – photographs, transparencies or digital images – may be published in the exhibition catalogues or exhibition promotion material only unless otherwise agreed with the Lender. Published reproductions must credit the title, artist and owner of the work.

Photographic material can be obtained from

The press and museum may photograph the loan(s) as part of the exhibition or to document a general view. Works may be filmed for exhibition publicity.

The Borrower must provide the Lender with copies of any publication, brochure or publicity material. X copies of the catalogue must be sent to the Lender.

Acknowledgements

Version A

The credit line should read:

Version B

The Lender must be acknowledged in displays, exhibition labels, notices, literature, publicity material and catalogues as follows:

Sponsors

The Lender reserves the right to approve or refuse sponsors for exhibitions presenting his loan(s).

Withdrawal, termination

Version A

The Lender may terminate the Loan Agreement, or terminate the provisions of any part of the Loan Agreement, by written notice to the Borrower with immediate effect if the Borrower is in default of any obligation under the Loan Agreement.

Version B

The Lender may terminate the Loan Agreement, or terminate the provisions of any part of the Loan Agreement, by written notice to the Borrower with immediate effect if the Borrower is in default of any obligation under the Loan Agreement.

Upon the occurrence of an event of default, all rights of the Borrower under this agreement will immediately cease and terminate. The Borrower shall immediately move the loan(s) to a location specified by the Lender. The Lender may recover from the Borrower all reasonable costs, including legal fees and expenses.

Immunity from Seizure

Version A

The Borrower must obtain Immunity from Seizure for the loan(s) whenever the laws of the exhibition venue(s) provide for such protection.

Version B

The Borrower must obtain Immunity from Seizure for the loan(s) whenever the laws of the exhibition venue(s) provide for such protection.

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A document containing a legally binding promise of immunity protection issued by the competent authority must be sent to the Lender before authorization to begin packing and shipping arrangements can be given.

Governing law and jurisdiction

Version A

All aspects of this agreement shall be covered by XY law. Place of jurisdiction is XY.

Version B

All aspects of this agreement shall be covered by XY law. Place of jurisdiction is XY.

Any disputes or differences between the Lender and the Borrower arising out of this agreement shall be settled by means of negotiation and arbitration. Should this fail they are to be decided by the current laws and statutes of XY court.

www.ne-mo.org

please send your comments and suggestions to office@museumbund.de

The following standard conditions apply to all loans made from the National Portrait Gallery Collections.

(a) Insurance

The borrower is responsible for the insurance or indemnification of all loaned items at a value specified by the National Portrait Gallery on a full "All Risks and Nail to Nail" basis.

This cover may be arranged either:-

(i) By the National Portrait Gallery with the cost of the premium being borne in full by the borrower.

(ii) Where applicable through the United Kingdom Government Indemnity Scheme (UKGIS) in which case the borrower will be responsible for arranging cover on a full "All Risks and Nail to Nail" basis only for a minimum liability currently calculated as:-

- £300 where a loan item is valued at less than £4000
- £300 Plus 1% of the total value where a loan item is valued at more than £4000
- Up to a limit of a total of £5000 per annum for all claims in the case of Designated Museums under the MLA's designation initiative

(iii) Where applicable through the foreign state indemnity programmes subject to the agreement of the National Portrait Gallery

In the case of loans to other UK Exchequer-funded organisation loans the National Portrait Gallery will bear the risk.

In the case of commercial insurance the borrower will be given as an additional Named Assured on the Certificate of Insurance.

Under certain circumstances the National Portrait Gallery may agree to cover via the borrower's own insurance company. In this case the borrower must contact the National Portrait Gallery as soon as possible, sending a copy of the full policy.

Loan items will not be released from the National Portrait Gallery until the insurance has been approved and if applicable a Certificate of Insurance received.

In the event of any unusual condition or damage to any portrait in transit or while on exhibition, the Loans Manager shall be informed at once by telephone and subsequently in writing. No repairs shall be undertaken in any circumstances until the loaned item has been examined by an officer of the National Portrait Gallery or its nominee, and the repairs shall be undertaken by conservators approved by the Loans Manager. The cost of examination and repairs shall be borne by the borrower.

(b) Combating Illicit Trade in Cultural Property

In accordance with current UK Department for Culture Media & Sport guidelines the National Portrait Gallery requires the borrower by this agreement to confirm that no items in their exhibitions or displays are known or suspected to have been stolen, illegally imported or exported, or illegally excavated as defined in the 1970 UNESCO Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property.

(c) Safety, Security, Transport and Customs

If required the borrower shall permit the National Security Adviser of the UK Museums Libraries and Archives Council to report on the security arrangements at the exhibition premises. Such approval may be necessary if a loan is to proceed.

Transport will normally be arranged by the borrower with an agent or shipper approved by the National Portrait Gallery. Borrowers should arrange collection as late as possible before the loan is required, and to return all items immediately after a loan is terminated.

All vehicles used for the transport of works must be fitted with :-

- Air-ride suspension systems
- Tail lifts
- Enclosed, lockable and alarmed cargo areas separate from driver accommodation
- Means of both monitoring and controlling the temperature and humidity within the cargo area at a level specified by the National Portrait Gallery
- Suitable tying-off points for securing works

A minimum of two people must travel on any road journey to ensure that the vehicle is not left unattended at any time. Adequate security arrangements should be agreed with the National Portrait Gallery particularly if overnight stops are necessary.

The National Portrait Gallery reserves the option of having a member of its staff accompany loaned items to oversee handling at all stages, including packing, installation and de-installation, and condition reporting immediately after delivery and before return.

In this event the Borrower will be required to bear the full cost of this arrangement including travel, accommodation and subsistence costs.

For international loans the borrower will provide business class tickets for couriers travelling with loan items, or in both directions when flights longer than 8 hours are necessary.

The borrower is responsible for all customs formalities. Customs inspections should be made at the exhibition premises or at the National Portrait Gallery rather than during transit.

(d) Installation & Display

All framed items will normally be loaned glazed.

Methods of fitting or securing loaned items must be approved in advance by the National Portrait Gallery. Framed drawings, small oils, prints and photographs must be secured in place with four mirror-plates and security screws.

Larger works must be supported on their bottom edges by metal brackets, and secured to the gallery wall with mirror-plates.

Fixings will normally be supplied by the National Portrait Gallery, and should be returned at the close of the exhibition.

Small objects such as miniatures or medals must be displayed within locked cases.

(e) Environment

Loaned items shall not be exposed to fluctuations in temperature or humidity. They must not be placed near radiators or any other heating or air-conditioning device. The following ranges will be considered acceptable:

Relative Humidity	50% +/- 5%	
Temperature:	20°C +/- 2°C	
Visible Light Levels	Organic materials	50 Lux Maximum
	Oil Paintings	200 Lux maximum
UV Light level	All loans	75 µWatts per Lumen

Loaned items must not be exposed to direct sunlight or unfiltered fluorescent light.

(f) Photography

All enquiries relating to the hire and use of images of loaned items must be directed to the NPG Picture Library (t. +44 207 312 2473/4/5/6; f. +44 207 312 2464; e. picturelibrary@npg.org.uk).

On no account should images of loaned works be used for reproduction (including for publicity, videotaping or Internet use) without the express written permission of the National Portrait Gallery Picture Library.

(g) General

No expense in connection with the loan shall be borne by the National Portrait Gallery.

A copy of any catalogue (hardback if available), hand list, or any publication produced in connection with the exhibition, shall be sent, free of charge to the Loans Manager.

Loans shall be acknowledged to *National Portrait Gallery, London* on labels and in any exhibition publication.

The Trustees reserve the right to recall at any time any loan, and disclaim any liability arising from such action.

The National Portrait Gallery reserves the right to waive or add to the above conditions with reasonable notice to the borrower.

Queries relating to these Conditions of Loan should be addressed to:-

The Loans Manager t. +44 207 312 2489
National Portrait f. +44 207 306 0056
Gallery e. loansmanagement@npg.org.uk
St Martin's Place
London WC2H 0HE

Bolton Museum & Archive Service

A Service of Bolton Council

Loan Out Agreement

Loan Number:



Bolton Museum & Archive Service
Le Mans Crescent, Bolton BL1 1SE
Tel: 01204 332211 Fax: 01204 332241
www.boltonmuseums.org.uk

Special Conditions

Insurance and Indemnity

Preparation, Packing and Transport

Handling and Care of Objects

Environment

Security

Photography and Reproduction

Access



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