



# Museum of London

## Loans Out Policy

May 2015 (amended October 2015)

### Loans from the Museum Collections

#### Loans Policy

##### **1 Who we are**

The Museum of London (hereafter referred to as 'the Museum') is one of the world's largest urban history museums with over two million objects in its collections, which aim to document and explore the past and present cultures and people of London for public benefit. We collect objects in all media and from most traditional museum categories: archaeology, fine and decorative arts, science and technology, human history, archive material, sound recordings, screen-based works including 'born digital' works.

##### **2 Why we lend**

The Museum actively encourages loans from its collections to exhibitions which meet the intent of its mission statement 'to inspire a passion for London'. Our Board of Governors supports a large programme of loans in order to enable our collections to be seen by a wider audience than the visitors to our sites, and to promote the work of the Museum as well as an understanding of London's history, archaeology and contemporary culture. We also acknowledge the value of research as part of the exhibition process and the importance of placing objects on long-term loan in various locations to complement permanent displays and historical contexts.

##### **3 Who can borrow**

The Museum will lend to public museums, galleries, libraries and archives; educational institutions or others with whom we have a partnership agreement; public and charitable bodies, including community organisations; developer-funded excavated sites; and commercial organisations for appropriate purposes. Finally, if there is demonstrable public benefit in doing so, we may consider lending to any venue that provides public access and is able to meet our conditions.

##### **4 What we lend**

- 4.1 We will consider lending objects from all our collections unless there are legal or ethical issues that prevent us. Human remains and oral history are subject to the considerations outlined further below.
- 4.2 A maximum of 10 objects will be considered per loan, but in exceptional circumstances more objects may be lent. This is because the Museum must balance the work involved in these loans with its own programme of activities.
- 4.3 All loans from the Museum's collections are subject to our conditions of loan, which are outlined below and issued upon receipt of a loan request. This document also explains how to apply to borrow objects and the approvals procedure.

## 5 Human Remains

- 5.1 It is Museum policy to treat human remains with the utmost respect and dignity. In exceptional cases the Museum may lend human remains from its collections for research purposes or display. In either case the Museum would expect the borrowing institution to adhere to guidance laid out in the following documents:
- *Museum of London Guidelines for the Display of Human Remains* (Museum of London 2003);
  - *Guidance for the Care of Human remains in Museum Collections* (DCMS 2005);
  - *Guidance for Best Practice for Treatment of Human Remains Excavated From Christian Burial Grounds in England* (The Church of England/English Heritage 2005).

## 6 Oral History

We will consider lending oral history interviews for display, if the proposed use is not in breach of the wishes and moral rights of the interviewees, the terms of the copyright form signed by the interviewees (where this exists) and/or the Data Protection Act 1998. Due to the potentially sensitive nature of the material, the Museum will use its discretion to grant permission for use.

## 7 Period of loan

- 7.1 The Museum makes two types of loans, short and long term. Short-term loans are usually to temporary exhibitions for a period of three to six months. Long-term loans are made to new or existing permanent displays for three or five years. This is the maximum period of loan with the option to renew thereafter, subject to a review of the loan.
- 7.2 Light sensitive or vulnerable objects may only be available for shorter periods.
- 7.3 Loans of more than one year duration will be checked periodically by Museum staff at intervals to be agreed with the Borrower in advance.
- 7.4 Existing loans which were previously made on a 'permanent' or long-term basis may be considered for transfer at the discretion of the Board of Governors.
- 7.5 We will consider lending to exhibitions touring to two or more venues but we reserve the right to decline, if the request to tour is not submitted at the outset with the original loan request.

## 8 Period of notice

- 8.1 We need as much notice as possible for new loan requests. This is so that all departments involved in loans can schedule the administration and object preparation into the Museum's other work.
- 8.2 Requests from London Borough museums and non-national museums in the Greater London area must be submitted no less than **six months** before the exhibition opening date, in accordance with the Museum's undertaking to support local museums.
- 8.3 All other loan requests, including loans to all international destinations, must be submitted no less than **nine months** before the exhibition opening date. This notice counts from the moment a **final list** of objects has been submitted. Costume loans and other complex requests should ideally be submitted no less than **twelve months** before they are required.

## 9 How to request a loan

Our curatorial staff welcome early discussions and are happy to advise about the selection and availability of objects for loan. Many objects from our collections can be viewed on the Museum's web site or you can contact the curators through General Enquiries. For all contact details please see the end of this document.

## **10 Formal request**

- 10.1 After preliminary discussions, a formal request for loans should be made in writing to the Director, Registrar or relevant Curator at the Museum. Please include the following information:
- Title of the exhibition or permanent display;
  - Exhibition venue(s) and dates;
  - Name, address and contact details of the exhibition organiser;
  - Name, address and contact at each venue, if applicable;
  - Scope of the exhibition;
  - List of objects requested, quoting the Museum accession numbers where possible;
  - Reasons for using the Museum objects in the exhibition.
- 10.2 All loan requests will be acknowledged on receipt of a formal request.
- 10.3 The Borrower should let the Registrar know of any proposed changes in the loan details immediately.

## **11 Approval of loans**

All loan requests are considered on their own merit by the Museum's curators, conservators and registrars. The loans are approved by the Collections Committee, which meets monthly. If agreed in principle, they are then put forward for formal approval by the Board of Governors, which meets quarterly. This procedure also applies to extensions and renewals of existing loans.

## **12 Why a loan might be refused**

The Museum strives to remove all potential barriers to a loan. There may be some occasions however when loans may be refused. We will always explain the reasons behind our decision, which might include:

- The object is fragile, in a poor or unstable condition, unable to travel or made of hazardous material;
- Due diligence and legal issues may prevent the loan;
- Removing an object from display would have a significant impact;
- The object is already committed to another exhibition;
- Insufficient time to consider and prepare the loan;
- The loan is not cost effective for the Museum;
- A compelling case for the loan has not been made by the Borrower;
- The proposed use of the object is not appropriate;
- Suitable display, environmental and security conditions cannot be met;
- The object will not be accessible to the public;
- The Museum is at capacity for making loans during the period in question.

## **13 The Loan Agreement**

- 13.1 Once the venue and object assessments have been completed and all the arrangements have been agreed, the Registrar will prepare a formal Loan Agreement setting out the responsibilities and obligations of the Borrower. The Loan Agreement must be signed by both parties and returned to the Registrar prior to the despatch of the loans.
- 13.2 When lending to touring exhibitions, a separate signed Loan Agreement shall be required from each Borrowing Venue, unless the first institution has responsibility for the entire tour and has requested the loan on behalf of the participating venues.

## Conditions of Loan

The general conditions of loan are listed below. These may be supplemented by special conditions in certain circumstances.

### 14 Borrower's General Covenants

The Borrower covenants, warrants and agrees that:

- 14.1 It shall take all reasonable steps to keep the objects in the same state of repair and condition as received.
- 14.2 It shall not carry out any restoration, cleaning, conservation or other work to the objects unless directed to do so by the Museum or with the Museum's prior written agreement.
- 14.3 It shall not sell, assign, let, pledge, charge or otherwise encumber the objects or any interests therein.
- 14.4 It shall immediately notify the Museum Registrar by telephone, and in writing, of any loss, theft or damage to any of the objects and of any damage to display cases, enclosures or supports.
- 14.5 It shall give reasonable access by Museum staff and/or other named representatives to the loan objects at any time during the loan period, provided reasonable notice is given.
- 14.6 For touring exhibitions where the Borrower has responsibility for the entire tour and a single Loan Agreement has been signed with the Museum, it shall make every reasonable effort to ensure that the participating venues shall meet the Museum's Conditions of Loan.
- 14.7 It is not aware of any matter including third party claims which might impede the delivery of the objects to and/or the return of the objects from the Borrower's venue.
- 14.8 Where applicable, it shall ensure that the objects qualify for immunity or exemption from seizure under any relevant State statutes or laws providing for immunity or exemption from seizure of any objects of cultural significance and that all conditions required to be met pursuant to any such legislation for the objects to be immune from seizure have been or shall be met.
- 14.9 It has no reasonable cause to believe that any object comprised in the exhibition in which the Objects shall be displayed was stolen, illegally exported or illegally imported from its country of origin as defined by: *UNESCO Convention on the Means of Prohibiting And Preventing the Illicit, Export and Transfer of Ownership of Cultural Property* adopted on 14 November 1970.

### 15 Costs

- 15.1 The Museum does not charge administration or loan fees. We do not charge for conservation costs, unless this work needs to be outsourced, eg due to lack of expertise or limited resources.
- 15.2 Borrowers will be responsible for the following costs as specified by the Museum:
  - Special preparation (eg mounting, back-boarding, framing and glazing of prints and paintings, materials testing, display supports, mannequins);
  - Security and catalogue photography of the objects;
  - Costs for replacing objects on display (eg preparation of substitutes, or reproduction images);
  - External valuations, if needed;
  - External conservation work, if outsourcing is needed;
  - Insurance premiums;

- Packing cases;
  - Transport costs, export licence fees and any customs or agents fees;
  - Courier travel costs and subsistence.
- 15.3 The Museum reserves the right to charge the Borrower for internal conservation and curatorial time if the Borrower has a policy of charging the Museum for these loan costs.
- 15.4 In exceptional circumstances the Museum may levy other charges on the Borrower, if there are strategic reasons to deliver a loan but it exceeds our resource capacity.
- 15.5 The Borrower may also be required to meet any costs associated with checking loans. This includes agreed periodic checks and any emergency situation.
- 15.6 The Museum will provide the Borrower with a template of costs at the beginning of the loan process for budgeting purposes.

## **16 Insurance and Government Indemnity**

- 16.1 The Borrower must insure all objects, at valuations determined by the Museum, against 'all risks' and on a 'nail-to-nail' basis. The Museum reserves the right to revise the value of any object (especially for long term loans) to take into account changes in the market value of cultural artefacts.
- 16.2 The Museum accepts British Government Indemnity and may be able to accept indemnities offered by foreign governments provided that a copy of the indemnity terms and conditions is sent to the Registrar at the beginning of the loan preparation period for approval.
- 16.3 Where an indemnity is not available, the Museum may accept the Borrower's commercial insurance, if a copy of the insurance terms and conditions is sent to the Registrar well in advance. Commercial insurance being proposed by the borrower must cover all environmental factors (including but not limited to: moth, vermin, warping, shrinkage, extremes of heat/light, and terrorism in transit and in situ). The Museum reserves the right to place insurance with an approved insurer, the cost of which must be met by the borrower.

## **17 Facilities**

- 17.1 In order for the Museum to obtain information about the borrowing venue's access, security, storage, display, environment, handling etc, the Borrower will be asked to complete, where relevant, the following:
- UK Registrars Group Standard Facilities Report;
  - UK Registrars Group Standard Security Questionnaire;
  - UK Registrars Group Standard Display Case Questionnaire.
- 17.2 Objects in store awaiting display should be kept in an area which meets the same security and environmental conditions outlined within this document.
- 17.3 There must be no smoking, eating and drinking in the area where the objects are stored before display as well as in the exhibition area. If the galleries are to be used for functions, this must be agreed with the Museum in advance.
- 17.4 We are happy to discuss the requirements below. If you feel you cannot meet these conditions or require further clarification or advice, please contact the Registrar who will consult with the Conservation and Collection Care Department.

## **18 Security**

- 18.1 The Borrower must give information about security and fire precautions at its venue to the satisfaction of the Museum.
- 18.2 Venues must be fitted with fire detection/prevention and intruder alarm systems which are either connected to a local police station or monitored 24 hours a day.

- 18.3 The building and/or exhibition/display spaces must be physically guarded when open to the public, unless otherwise agreed with the Museum. During installation and deinstallation only those individuals directly involved in the preparation of the Exhibition should be admitted into the Exhibition space and preparation areas.
- 18.4 Details of security precautions will be treated confidentially. However, this information may be passed to the UK National Museums Security Adviser at Arts Council England (ACE), who may be asked to assess the Borrower's premises or offer advice on specific security matters.
- 18.5 The Museum may require other special protective measures in specific circumstances, for example, display case alarms.

## **19 Display**

- 19.1 Methods of display and display materials must be agreed in advance.
- 19.2 Objects which are 2D works of art are will be lent glazed and back boarded, unless otherwise agreed by the Museum. Hanging systems must be agreed by the Museum in advance.
- 19.3 Enclosures for objects should be glazed cases. The glass should be laminated, normally 11.5mm thick and must conform to current European standards (BS EN356:2000 P4A and BS5544). It must also be lockable and dust proof. An air exchange rate of one air change per day or less would be expected.
- 19.4 Other types of enclosures (eg acrylic) may be considered.
- 19.5 Case materials, mounts, plinths and mannequins will be assessed by Museum conservators; evidence of test results (eg the Oddy test) may be needed for some materials particularly for long term displays.
- 19.6 Set work cases (that is cases made on site) may need further assessment by Museum conservators.
- 19.7 Where coatings, sealants and adhesives are used within cases, there must be ample time for off-gassing (a minimum of two weeks with good ventilation).
- 19.8 For some loans, information will be requested on other objects within the display case.
- 19.9 Objects approved for open display should be placed at least a metre behind barriers, except otherwise agreed with the Museum. A physical barrier should be used unless otherwise agreed.

## **20 Environmental conditions and monitoring**

- 20.1 All objects must be stored, housed or displayed in a suitably stable environment avoiding direct sunlight and extremes of temperature and relative humidity. We would also expect all areas to be monitored as part of the borrowing organisation's integrated pest management programme. The Museum will always work with the prospective Borrower to find acceptable display conditions.
- 20.2 For Borrowers without any environmental control systems, conditions acceptable to the Museum can be achieved by enclosing the objects in display cases with low air exchange rates (less than one air change per day) and the inclusion of a suitable buffering material.
- 20.3 Where they exist, all humidity and heating control systems should operate for 24 hours a day throughout the loan period unless monitoring data can be supplied to support an alternative strategy.
- 20.4 To ensure the proposed venue meets the specified conditions, the Museum will require environmental monitoring data from the Borrower for a similar period of time as the proposed loan for approval. The Museum requires the Borrower to monitor the conditions for the duration of the loan and make this available if requested but it also reserves the right to install its own monitoring equipment.

- 20.5 Unless there are exceptional circumstances, the Museum will not specify conditions that are more stringent than those where the objects are normally housed. Unless otherwise stated on the object schedule, the following general conditions apply:
- 20.6 Relative humidity: 35-70% RH with fluctuations of no more than 10% within these limits in any 24-hour period. These conditions must be maintained for 95% of the time.
- 20.7 Temperature: 16-26 °C with no more than a 5 °C variation within these limits in any 24-hour period. These conditions must be maintained for 95% of the time.
- 20.8 Lighting conditions:
- 20.8.1 Light levels will be 50-300 lux depending on the light sensitivity of the object. Where some daylight or other variable light source is present, levels based on expected cumulative exposure (lux hours) will be considered.
  - 20.8.2 The exposure levels are based on a 10 hour/day exposure; where this is likely to be exceeded on a regular basis then the Museum must be informed and agreement sought.
  - 20.8.3 Ultraviolet (UV) levels must be below 15 microwatts per lumen at the above illumination levels. Daylight, fluorescent and other lamps which exceed this must be fitted with a suitable UV filter. A maximum level of 75 microwatts per lumen is permissible for light permanent objects only.
  - 20.8.4 All lamps, any control gear or transformers must be fitted in a well-ventilated compartment separated from the Objects by a sheet of glass, or mounted externally to the case. Only fibre optic or LED heads will be permitted in the same compartment as the objects. Access to the lights for maintenance shall not involve opening the object compartment or compromising the security of the case.

## **21 Condition checking**

- 21.1 Condition reports will be prepared by the Museum for all objects. These will be checked against the objects and agreed upon arrival at the Borrowing Venue, before repacking at the end of the loan period and then again upon return to the Museum. In the case of short-term loans, the Borrower is expected to keep the condition reports safely for the duration of the loan.
- 21.2 Any apparent changes to the condition of the objects during the loan period must be reported to the Registrar immediately. If changes have taken place to any objects on loan, the Museum reserves the right to recall them.
- 21.3 In the case of touring exhibitions and where the objects have been displayed as part of the exhibition at a previous Borrowing Venue, the Borrower shall agree the condition reports for the objects with the previous Borrowing Venue.
- 21.4 In the case of long-term loans, the Museum may ask the Borrower to check the condition of the objects at certain intervals.

## **22 Handling and installation**

- 22.1 Installation of the objects may not take place while areas of the exhibition are under construction. To ensure that the objects are not affected by hazardous gases, 72 hours must be allowed to pass after any painting or use of glue or adhesives in the exhibition area, before installation takes place.
- 22.2 The Museum would expect any accompanying courier to witness the placing of the loan in its final display location. Unless otherwise agreed we expect all other objects to be in their final display positions. The courier should witness the securing of the case. If Museum works are to be displayed in cases shared with objects from the Borrowing Venue or third party lenders, the Museum expects that this is made known at an early stage and that the installation schedule is

managed accordingly to ensure the courier may witness final securing of the case unless otherwise agreed in advance.

- 22.3 Objects must only be handled by Museum staff or authorised personnel, except in an emergency.
- 22.4 The Museum may determine special handling instructions for sensitive materials.
- 22.5 Display cases must not be opened and objects moved without prior written permission, except in an emergency. In this event, the Registrar must be informed immediately.
- 22.6 Labels or other identifying markings must not be moved or obliterated. No mark in pencil, ink, paint or any other material should be made on the objects, nor should labels or other adhesive materials be applied to them. However, borrowing institutions may adhere identifying labels to the backboards of framed artworks if necessary.

## **23 Packing and transport**

- 23.1 Where possible, the Museum will pack objects ready for transit. For London Borough museums, the Museum may be able to provide transport when our resources and the Borrower's venue access allow.
- 23.2 All other packing and transport arrangements must be agreed with the Registrar. For touring exhibitions, this includes transportation and storage between venues. Transport, collection and delivery arrangements should be agreed well in advance, allowing at least four weeks for more complex loans. The most direct route for conveyance of loans must be used.
- 23.3 Purpose-built packing cases will be required for all objects travelling long distance by road or air and occasionally for vulnerable objects travelling short distances. the Museum reserves the right to approve materials used in the construction of the cases, packing case designs and packing method statements in the case of vulnerable objects.
- 23.4 The Museum requires that any crate containing objects, which has travelled by air, should be allowed to acclimatise in its final destination for 24 hours before unpacking. This also applies if the Objects have travelled in a non air-conditioned vehicle. This should be taken into account when time-tabling the arrival of objects for installation.
- 23.5 Transport to all destinations must be handled by an approved fine art shipping agent, unless otherwise agreed with the Museum.
- 23.6 The Borrower will be responsible for storing the packing materials in a secure and environmentally suitable place throughout the loan period.
- 23.7 For the return journey, objects should be packed and transported in the same way as for the outward journey.

## **24 Couriers**

- 24.1 The Museum may ask that one or more members of staff accompany objects in transit to oversee unpacking and installation, as well as the de-installation and repacking. This will depend on several reasons including: the complexity of the journey, if the borrowing venue is unknown to the Museum or has access or other issues, the loan objects are fragile, or of high value or require special handling and if there are security considerations due to the political, legal or cultural sensitivity of the objects.
- 24.2 In the case of touring exhibitions, the Museum will determine if a courier is required to accompany objects between venues.
- 24.3 Couriers must receive adequate subsistence (to be agreed in advance) to cover all expenses, including a reasonable level of hotel accommodation for overnight stays. If public transport is used, couriers should travel first class by rail or



- business class by air when accompanying objects. The Museum will consider sharing couriers with other lenders, depending on the individual circumstances.
- 24.4 For loans to Europe couriers should receive subsistence to cover two working days and two nights hotel accommodation, unless agreed otherwise.
- 24.5 For loans outside Europe, couriers should receive subsistence to cover at least four working days and three nights hotel accommodation, unless agreed otherwise.
- 24.6 Where loans are made within the UK then the length of stay should be the minimum necessary to fulfil the duties required and the subsistence should include all travel days and hotel accommodation as required.

## **25 Acknowledgement**

- 25.1 Acknowledgement must be made to the Museum in any exhibition captions, graphics publicity and catalogues.
- 25.2 The following credit line should be used: **Museum of London** and any additional credit information as specified in the Object Schedule of the Loan Agreement.

## **26 Complimentary catalogues and invitations**

The Museum should receive at least one copy of any publication produced, to be sent to the Registrar and two invitations to the private view of the exhibition, to be sent to the Director and the relevant Curator.

## **27 Photography and Reproduction**

- 27.1 The loan objects may be photographed or filmed by the Borrower only for internal use, as part of recording the installation and exhibition, without Museum permission but lighting equipment must not be placed nearer than 2 metres to any objects and the objects must not be moved without specific permission from the Museum.
- 27.2 Unless requested by the Museum, the loan objects must not be photographed individually nor may any close-ups or details be photographed.
- 27.3 Photographs of the loan objects must be requested from the Museum of London Picture Library. Borrowers are advised to inform MOL of their intention to produce a catalogue so that object photography is planned well in advance of despatch.
- 27.4 The Museum of London Picture Library reserves the right to charge a supply fee for images of loan objects to cover administration costs. If new photography of loan objects is required, the Picture Library will charge new photography fees.
- 27.5 The Borrower may be granted selected reproduction rights free of charge. These will include:
- Reproduction usage in the exhibition catalogue associated with the loan;
  - Reproduction usage in any publicity material for the exhibition associated with the loan;
  - Reproduction rights for any educational material related to the loan.
- 27.6 Any commercial use of images of loan objects will be liable to a fee and must be agreed with the Museum of London Picture Library.
- 27.7 The Borrower will be responsible for obtaining any necessary third-party permissions or consents.
- 27.8 Where copyright allows and the correct permissions have been obtained, images of loan objects may be displayed on the Borrower's web site at a maximum height of 600 pixels and must be correctly credited as per the specification of the Museum of London Picture Library. No images of our objects may be published in any form of social media.

## 28 Press and PR

The Borrower should inform the Museum of London Press Office of any events or publicity associated with the loan of a Museum object.

E [press@museumoflondon.org.uk](mailto:press@museumoflondon.org.uk)

T +44 (0)20 7814 5503

## 29 Redress for cancellation

If the Borrower cancels a loan, or part of a loan, the Museum may seek redress for staff time and material costs incurred.

## 30 Right to withdraw

The Museum reserves the right to withdraw objects from an agreed loan list, or to recall objects on loan at any time if in the reasonable opinion of the Museum the Borrower and/or the Borrowing Venue(s) have not complied with the Museum's Loan Conditions.

## 31 Who to contact

For access to our collections online, please visit:

<http://www.museumoflondon.org.uk/Collections-Research/Collections-online>

Any curatorial queries should be addressed to:  
Archaeological Collections and Archive (prehistoric to 1700)  
History Collections (1700 to today)  
Both can be contacted through:  
E [enquiry@museumoflondon.org.uk](mailto:enquiry@museumoflondon.org.uk)  
T +44 (0)20 7814 5730

Any queries relating to the loan conditions above should be addressed to:  
The Registrar's Office  
Information Resources Section  
Museum of London  
London Wall  
London EC2Y 5HN  
E [registrars@museumoflondon.org.uk](mailto:registrars@museumoflondon.org.uk)  
T +44 (0)20 7814 5589 or 5585

Picture Library  
E [picturelib@museumoflondon.org.uk](mailto:picturelib@museumoflondon.org.uk)  
T +44 (0)20 7814 5604

## Related documents

Date approved	April 2015
Approved by	Collections Committee
Version	Version 1.1
Master file location	G:\Collections and Learning\IRS\Documentation\Procedures\Loans Out_Policy_2015_V1.1.docx\
Supersedes	Loans Policy 2010
Related procedures	
Related policies	
Related Guidance, Legislation and Codes of Practice	
Policy Owner	Information Resources
Lead Contact	Director of Content
Policy review date	April 2020