

OUTWARD LOANS POLICY

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Outward Loans Policy

1. The collections

- 1.1 National Museums Liverpool (NML) consists of eight museums covering the arts, natural and physical sciences, ethnology, antiquities, archaeology, archives, maritime history, social and urban history. Many items in our collections are of regional, national and international importance. We receive many requests for loan and are keen to maintain an active outward loans programme to fulfil such requests.
- 1.2 Our published catalogues – where available – provide the initial source for information for potential borrowers. Details of these can be obtained from the appropriate Divisional Registrar, Director, Head of Department or Curator and from NML's website on www.liverpoolmuseums.org.uk . General enquiries about loans should be directed to the Deputy Director World Museum (Appendix 3).

2. Loan Policy

- 2.1 NML wishes to meet loan requests whenever possible and processes many applications from both organisations and individuals every year. Loans are made for the following purposes:
 - to widen access to the collections and facilitate outreach
 - to support regional museums and develop strategic partnerships in line with the Renaissance in the Regions agenda
 - to contribute to the wider understanding of art, history and science
 - to support research into the collections, through exhibitions or publications that publish new research and scholarship, or give new insight into our collections and make a definitive contribution to their subject
 - to promote our collections to international audiences to reflect our status as European Capital of Culture
- 2.2 Where items are lent for display, we would hope that the exhibition is attracting new audiences, is offering learning opportunities, and is authoritative in its interpretation.

2.3 We are particularly keen to make items from the collections available to the following (not in priority order):

- Projects and exhibitions that will encourage participation from those who traditionally have not visited museums;
- Projects and exhibitions that are of a particular importance to culturally diverse audiences or that promote cultural diversity;
- Museums, galleries and other organisations with whom we have partnership agreements;
- Institutions that are based within areas of low economic activity;
- Museums and exhibitions where no entrance charge is made;
- Regional museums and galleries that do not benefit from partnership agreements with other national museums and to which loans can considerably contribute to the development of audiences;
- Projects and exhibitions that are developed collaboratively with NML and other museums, in the context of strategic partnerships.

2.4 We want our loans programme to help us achieve our vision for NML and enhance our profile as a socially inclusive, accessible, learning organisation (Appendix 2).

2.5 We consider requests for loans from all parts of the collections. Agreement will take into account the environmental and security conditions at the loan venue, the condition of the objects requested, and any related ethical issues.

3. Borrowers

3.1 We expect potential borrowers will fall into one of the following categories:

- (a) museums and galleries;
- (b) educational institutions;
- (c) institutions with whom we have a partnership agreement;
- (d) public and charitable bodies, including community organisations, for use in specific buildings and sites;
- (e) *bona fide* individuals for the purposes of research and study;
- (f) commercial organisations, for appropriate purposes.

3.2 Borrowers will need to demonstrate that they can provide the facilities (environmental, security etc.) to maintain the loaned items in

appropriate conditions. Loans are not made to private individuals except as in (e) above.

3.3 Borrowers must be able to provide an undertaking that no objects in the exhibition or display are known or suspected to have been:

- Stolen, illegally imported/exported, or illegally excavated, as defined in the UNESCO *Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property*.

4. Loans for exhibition

4.1 Loan requests should include information about the subject of the exhibition, other items being displayed, and how the requested item fits into the exhibition theme. Where possible the request should identify specific items in the collections including accession number, object or artist's name and title.

4.2 It should be clear within the request whether there will be an admission charge to the exhibition or museum.

4.3 Information about the venue should be included (preferably on the UKRG Facilities and Display Case questionnaires), along with the start and close date. In the case of a touring exhibition all venues and dates should be listed with the name of the organisation with overall responsibility for the loan. (UKRG questionnaires are available at <http://ukrg.org/Index.php>).

4.4 Potential borrowers are urged to provide as much information as possible at the point of making their formal request. We welcome preliminary discussions about the availability of particular items before a formal request is made.

5. Research Loans

5.1 We encourage research into our collections and are happy to consider requests for the loan of items for this purpose. Such loans may be for scientific and technical examination, chemical analysis, comparative work, illustration or educational purposes.

5.2 Researchers should substantiate their requests with a detailed description of their project/area of interest and how a study of our items will contribute to their research. References will be required for individuals not known to NML.

6. Refusal

6.1 Occasionally we may find it necessary to refuse a loan request, for example,

- If NML does not have the resources internally to prepare the item for loan
- if there is insufficient time to consider and prepare the loan (see 8.1 and 8.2);
- when suitable environmental or security conditions cannot be provided;
- if the requested item is fragile, in a poor or unstable condition, or at excessive risk of damage from handling or during transit;
- if the item is required for display at NML or if its absence would be detrimental to a group of items on display;
- if the item is one of the 'iconic' works in the collection that is particularly popular with visitors, or that visitors come specially to see and is an essential feature of our permanent displays;
- if the item has been lent very often and is in demand from our visitors;
- if the item is required for learning or other activities during the proposed period of loan;
- if the request is for use as props in theatre, film or TV productions;
- or, for uses incompatible with NML's status as a charitable body.
- If the borrower is unable to provide the necessary undertaking, as set out in 3.3.

6.2 We will provide a full explanation for any refusal, and are willing to work with potential borrowers to overcome environmental or display issues at their venues where this is the reason for refusal.

7. Recall of loans

7.1 We reserve the right to recall any item from loan at any time, but will not normally do so unless in emergency or where the borrower fails to comply with our *Standard Conditions for Loan*.

8. Notice

- 8.1 We ask that requests for loans be made as early as possible, at least six months in advance of the required date. Where a number of items are asked for we need longer notice so that the items can be prepared and the loan processed. For loans overseas, a longer period of notice is necessary, at a minimum, nine months in advance of the date of the opening.
- 8.2 Loans from certain collections (mainly natural science) for research purposes can often be arranged at shorter notice; here we ask for at least one month's notice.
- 8.3 NML also subscribes to the recommendations set out by the National Museums Directors Conference, in their publication, '*Loans between National and Non-national Museums. New Standards and Practical Guidelines*'.
- 8.4 We acknowledge requests for loan within three weeks of receiving the formal request and endeavour to make a decision within six weeks of the receipt of a satisfactory UKRG Facilities Report and the appropriate environmental charts. If we are unable to convey a decision within this timescale, we will inform the borrower of the reasons for the delay.

9. Costs

- 9.1 Prior to 2014, charges were not made for staff costs in relation to loans, unless expensive or lengthy conservation or additional specialist assistance was required. This is no longer sustainable. For all loans agreed after the 1 January 2014, a scale of charges will be introduced.
- 9.2 International loans and UK exhibitions or venues with an admission charge will be expected to meet the full cost of the loan, including packing, preparation and staff time (including courier time).
- 9.3 UK exhibitions or venues without an admission charge will not be charged for staff time, other than courier time, unless it is necessary to bring in external contractors to meet shortfalls in staffing to service the loan (for example, additional handling technicians), but will be expected to meet all other associated costs in relation to the loan (for example, crates, transport etc.,).
- 9.4 All costs will be identified at the time of agreeing the loan or as soon as they become available. In the event of a late cancellation of the loan by the borrower, we reserve the right to pass on any costs already incurred.
- 9.5 Loans made as part of a reciprocal, partnership or exhibition agreement will be subject to a separate agreement relating to costs.

10. Couriers

- 10.1 There are circumstances when a courier will be required, for example, if,
- the item is fragile and/or requires special handling and/or installation
 - the journey is particularly long or hazardous, or of uncertain safety
 - the object is of extreme rarity or high value.
- 10.2 The courier is our official representative and has the authority to withdraw the loan if, in his or her opinion, the handling and installation arrangements or environmental and security conditions do not meet those specified in the loan agreement or UKRG Facilities Report.
- 10.3 It is the responsibility of the borrower to pay all costs associated with the courier including staff time.

11. Processing the Loan

- 11.1 Initial enquiries for a loan should be directed to the relevant curator or registrar, and formal loan requests then sent to the appropriate Director (Appendix 3). In the case of institutions where NML has a partnership agreement, the approach for loan may be through the Director's Office or to the Director of Exhibitions if in relation to borrowing an NML exhibition. We reserve the right to ask for references for first-time borrowers (particularly in relation to research loans).

APPENDIX 1

Standard Conditions for Loan

The Trustees of the National Museums Liverpool (NML) are custodians of collections for which there is a great demand, nationally and internationally, for loan.

These *Standard Conditions for Loan* are intended to provide a means by which the maximum number of loans may be made whilst minimising the physical deterioration of the objects themselves. They also allow NML to carry out its obligations to researchers and to maintain its displays and reference services.

NML is anxious to ensure that prospective borrowers fully understand these conditions and the terminology used in them. Please contact the appropriate Divisional Registrar should there be any points that are not completely clear.

1. LOAN CONDITIONS

These *Standard Conditions for Loan* apply to all loans made for whatever reason from our collections. It is the borrower's responsibility to ensure that they, their employees and their agents understand them and adhere to them.

We reserve the right to add to or change these conditions before the Loan Agreement is signed.

We reserve the right to cancel a loan at any time, but will not normally do so unless in emergency or where the borrower fails to comply with these *Standard Conditions for Loan*.

We must be notified immediately of any proposals to change the dates of the loan, or of any closures or changes at the borrowing institution, which affect the objects on loan.

2. ACKNOWLEDGEMENT OF LOAN

NML must be publicly acknowledged as the owner of the item loaned. The Divisional Registrar managing the loan will provide the correct form of acknowledgement to be used on labels and in catalogues etc., but the general format for acknowledgements is:

National Museums Liverpool, Name of venue.

(eg. National Museums Liverpool, Walker Art Gallery).

We request two copies of any relevant publications for our files.

At the end of the loan period, the borrower should inform the Divisional Registrar of the number of people who visited the exhibition/display.

In cases where the loan has been made as part of a partnership agreement, the acknowledgement of the partnership will be required.

3. COSTS

The borrower is expected to meet all expenses connected with the loan. These may include staff time for the preparation of the item for loan, including conservation and condition reports, frames and framing, mounts, plinths or supports as required, glazing, packing and packing containers, insurance, transport, all costs relating to couriers, forwarding agents' fees, photography and similar costs. Borrowers will be informed of costs they will be required to meet at the time of agreeing the loan.

4. SECURITY

The premises where the objects are to be displayed or stored must be safe and secure. Requests for loans are submitted to the National Security Advisor who must be satisfied that security, fire and flood precautions are adequate before the loan is agreed.

We reserve the right to specify additional security measures, which the borrower must provide at their own cost.

Smoking, eating and drinking must not be permitted in the area where our loans are displayed or stored.

During the period of loan, objects must not be taken off display except in an emergency. They must not be touched, moved, cleaned, dismantled or otherwise interfered with, nor should display cases etc. be opened, without our written permission.

We ask borrowers to give all reasonable access to items on loan to staff, students and other persons recommended by us.

We must be notified immediately in the event of loss or damage to our loans or of any breach of security at the borrower's venue. We expect any costs relating to loss or damage to be met by the borrower.

5. SCIENTIFIC ANALYSIS

Items loaned for research rather than display should be kept in locked fireproof cabinets when not in use. Access should be limited only to authorised personnel.

If we have agreed to certain treatments in advance, the specimen/object and anything derived from it such as slide mounts, fragments, or replicated DNA should be returned with the object at the end of the loan period.

6. INSURANCE

The borrower should indemnify each object against all insurable risks from the moment it leaves our premises until its return. We will specify the insurance value and will require a certificate of insurance before we release the object. The insurance policy should specify no recourse to packers or carriers.

Loans to UK non-national museums and galleries may be eligible for cover under the Government Indemnity Scheme (National Heritage Act 1980, Section 16). The borrower will be required to meet the minimum liability as currently defined by the UK Government. The borrower may be asked or may decide to cover this liability by commercial insurance.

Loans between government-funded institutions cannot be commercially insured and are not eligible for UK Government Indemnity. In such cases, the Government bears the risk for loans between these institutions. (National Heritage Act 1980, Section 19)

We will normally accept indemnity offered by the government of an overseas borrowing institution, where such an indemnity scheme exists. However, we need indemnity details well in advance, so that we can approve the conditions offered. In the absence of an indemnity, we will arrange insurance on the borrower's behalf with brokers based in the UK. The borrower carries all costs in any such arrangement.

7. PACKING, TRANSPORT & SHIPPING

We will agree packing and transport arrangements with the borrower in advance. For touring exhibitions this will include details of movements between venues and final return to NML. For UK loans we may specify transporting loans ourselves, for which the borrower will be recharged.

Unless otherwise agreed, we will pack or crate loans and charge the cost of packing, packing materials or containers to the borrower. The borrower should safely store any containers and reusable packing materials. When re-packing the loan, the borrower should follow the packing instructions provided. Where objects require special preparation for transport, we will charge the borrower for the costs of any materials used.

We may require one or more members of our staff to accompany loans to observe handling and transport arrangements, to monitor the environment where they are to be displayed or stored, and to see them unpacked and placed on display. In the case of touring exhibitions we may require a courier to accompany loans travelling between venues. Borrowers will be required to meet these costs, including travel, accommodation and subsistence. Courier's time will be charged at a set daily rate.

Loans travelling by road should be carried in suitably equipped vehicles, fully protected against climatic changes and excessive vibration, and on routes agreed in advance. Two people experienced in handling museum objects must accompany them, except for certain research loans where one person may be permitted by prior agreement. Loans in transit must never be left unattended.

For loans from the natural science collections, type specimens should be despatched by a reputable commercial carrier, or at a minimum, by registered post.

In the case of overseas loans, customs formalities and the provision of export licences etc. are the responsibility of the borrower. Borrowers must take into account any relevant legislation (e.g. CITES) and make appropriate customs arrangements. To facilitate the movement of loans and couriers through customs barriers, the borrower must arrange for someone to attend all shipments on arrival, on departure, and during any transfer.

If a customs examination is necessary, the borrower should make arrangements for it to be carried out either on their own premises or those of NML. If authorities insist on unpacking an item for examination while in transit, we must be informed immediately.

At least three weeks notice should be given for the collection and return of loans. Loans will be released as near as possible to the opening date of exhibitions to permit couriers to see them placed on display.

8. CONSERVATION REQUIREMENTS

Our conservation staff will specify environmental conditions for each loan. Borrowers must show that these conditions can be maintained.

The borrower should control the environment of their storage and display areas and cases to provide a stable climate, avoiding fluctuations in temperature and relative humidity. This control should operate 24 hours a day. Loans should never be stored, unpacked or displayed near a source of heat, cold or strong air currents.

Light-sensitive organic objects or objects with dyed or pigmented surfaces should never be exposed to direct daylight. Lights should be turned off when the display area is not in use.

Any deterioration of, or damage to objects, or failure to meet environmental specifications (including the breakdown of environmental controls) must be reported to us immediately.

The borrower should not undertake any conservation work, without our express written permission. We may require the borrower to meet travel and accommodation costs should a member of our staff need to inspect the loans *in situ*.

9. PHOTOGRAPHY

We will supply photographs at the borrower's expense. Borrowers should obtain our written permission in advance if they are being used for press and television coverage or for publicity material associated with the exhibition. NML must be suitably acknowledged. Enquiries about reproduction and the correct form of acknowledgement should be made to the Divisional Registrar.

It is the responsibility of the borrower to observe copyright law. We retain copyright of all the photographs we supply. Borrowers need to indemnify and render NML harmless against any breach of copyright or moral rights vested in third parties.

Photography and the filming of items on loan are not normally permitted. All requests should be submitted in advance to the appropriate Divisional Registrar.

APPENDIX 2

1. Legislation

NML's enabling legislation, the Merseyside Museums and Galleries Order 1986 (MMGO 1986), permits the Board of Trustees to '*lend any work or object in the collections (whether or not the loan is for the purpose of public exhibition, and whether or not under the terms of the loan the work or object is to remain in the United Kingdom).*'

Power to approve loans is delegated to senior staff who:

- (a) *shall give consideration to a request for loan of a work or object for public exhibition, and*
- (b) *subject to that, shall have regard to the interests of students and other persons visiting the collections, the suitability of the prospective borrower, the purpose of the loan, the physical condition and the degree of rarity of the work or object, and any risks to which it is likely to be exposed.'* (MMGO 1986 Article 7 (2)).

2. Mission and Values

Our mission:

To be the world's leading example of an inclusive museum service

("inclusive" means available to all, regardless of age, ability, background or other factor or characteristic which might limit a person's access to what we do)

Our values:

1. We are an inclusive and democratic museum service; we aim to maximise social impact and educational benefit for all - museums change lives.
2. Museums are fundamentally educational in purpose.
3. Museums are places for ideas and dialogue, that use collections to inspire people; we do not avoid contemporary issues or controversy.
4. Museums help promote good citizenship, and act as agents of social change: NML believes in the concept of, and campaigns for, social justice.
5. We believe in sustainable development and we have a role to play in the conservation and protection of the built and natural environment.
6. We believe in innovation so as to keep our public offer fresh and challenging, while behaving ethically, and working with partners who support our values.

APPENDIX 3

Contacts

General Enquiries

Midland Railway Building

1 Peter Street

Liverpool L1 6BL

Telephone: 0151 207 0001

Deputy Director of World Museum and Head of Collections Services: Anne Fahy
(anne.fahy@liverpoolmuseums.org.uk)

Registrar Art Galleries: Godfrey Burke (godfrey.burke@liverpoolmuseums.org.uk)

Registrar Waterfront Museums (Museum of Liverpool, Merseyside Maritime Museum and International Slavery Museum): Samantha Howes
(samantha.howes@liverpoolmuseums.org.uk)

Registrar World Museum: Claire Sedgwick
(claire.sedgwick@liverpoolmuseums.org.uk)

Director's Office

World Museum

William Brown Street

Liverpool L3 8EN

Telephone: 0151 207 0001

Executive Director of Collections and Estate: Sharon Granville
(sharon.granville@liverpoolmuseums.org.uk)

World Museum

William Brown Street

Liverpool L3 8EN

Telephone: 0151 207 0001

Director: Dr. Steve Judd (steve.judd@liverpoolmuseums.org.uk)

Senior Curator (Antiquities): Dr. Ashley Cooke
(ashley.cooke@liverpoolmuseums.org.uk)

Senior Curator (Botany): Dr. Geraldine Reid
(geraldine.reid@liverpoolmuseums.org.uk)

Assistant Curator Earth & Physical Sciences: Wendy Simkiss
(wendy.simkiss@liverpoolmuseums.org.uk)

Senior Curator (Ethnology) and Curator of Asia Collections: Dr. Emma Martin
(emma.martin@liverpoolmuseums.org.uk)

Assistant Curator of Entomology Tony Hunter
(tony.hunter@liverpoolmuseums.org.uk)

Senior Curator (Vertebrate Zoology): Dr. Clemency Fisher
(clemency.fisher@liverpoolmuseums.org.uk)

Art Galleries Division (Walker Art Gallery, Lady Lever Art Gallery and Sudley House)

Walker Art Gallery

William Brown Street

Liverpool L3 8EL

Telephone: 0151 207 0001

Director: Sandra Penketh (sandra.penketh@liverpoolmuseums.org.uk)

Deputy Director of Art Galleries and Head of Art: Ann Bukantas
(ann.bukantas@liverpoolmuseums.org.uk)

Decorative Art: Alyson Pollard (alyson.pollard@liverpoolmuseums.org.uk) and Pauline Rushton (pauline.rushton@liverpoolmuseums.org.uk)

Waterfront Museums**(Merseyside Maritime Museum (including Border Force National Museum)****Albert Dock****Liverpool L3 4AQ****Telephone: 0151 207 0001**

Director of Waterfront Museums: Janet Dugdale

[\(janet.dugdale@liverpoolmuseums.org.uk\)](mailto:janet.dugdale@liverpoolmuseums.org.uk)

Deputy Director of Merseyside Maritime Museum: Ian Murphy

[\(ian.murphy@liverpoolmuseums.org.uk\)](mailto:ian.murphy@liverpoolmuseums.org.uk)

Border Force National Museum: please contact Ian Murphy or Janet Dugdale

International Slavery Museum**Albert Dock****Liverpool L3 4AQ****Telephone: 0151 207 0001**

Director of Waterfront Museums: Janet Dugdale

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Head of International Slavery Museum & Deputy Director of Waterfront Museums:

Dr. Richard Benjamin (richard.benjamin@liverpoolmuseums.org.uk)**Museum of Liverpool****Pier Head, Liverpool Waterfront****Liverpool L3 1DG Telephone: 0151 207 0001**

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