



## **Crafts Study Centre: Loans-In Policy 2020-2025**

### **Policy statement**

The purpose of this policy is to enable the Crafts Study Centre to be accountable for item(s) it borrows and to control the process of borrowing.

### **Definition of a loan-in**

A loan-in is defined as the borrowing/lending of an item in which:

- the title to the loaned item remains vested in the Lender
- the loaned item comes substantially under the control of the Borrower (the CSC) during the loan period, who must be able to exercise control over its safekeeping
- the loaned item is subject to return to the Lender in accordance with the terms of the loan

### **General conditions of borrowing**

The Crafts Study Centre usually borrows items from public and private lenders for the purposes of display/exhibition. In some cases, the CSC may borrow items for public study and research. This policy does not apply to temporary loans/deposits for the purposes of copying, identification or potential acquisition. All loans-in are for a fixed period agreed with the Lender and must be approved by the CSC's Director.

The CSC will abide by the terms and conditions set out by the Lender and will act in accordance with the Lender's loans policy, procedures and documentation requirements, including costs, packing and transportation, installation and maintenance checklists, condition reports, insurance and photographic rights. Where the Lender does not supply a loan agreement, usually in the case of a private individual, the CSC will follow its own loan agreement for incoming loans (see **Appendix 1**).

The CSC is an ethical organisation and does not borrow items that may have been stolen, looted or illegally exported. The CSC recognises its responsibility to work within the parameters of the Museum Association's Code of Ethics when considering loans.

### **Criteria for borrowing**

- Borrowed items will normally be those that fall within the CSC's collecting remit or which relate to the theme of a specific display or exhibition. Any exceptions must be approved by the Director.
- Any consideration of a loan-in will include an assessment of the likely costs, risks and benefits accruing from the loan; any hazards associated with the item(s); the provenance and title of the item(s); the acceptability of any conditions requested by the Lender; and the ability to obtain relevant import and export licences.
- The CSC will not borrow item(s) which are not fit to travel or fit to be displayed, unless it has made prior arrangements with the Lender to conserve an item to display standard following its arrival at the CSC.
- The CSC will not borrow item(s) which have been stolen, looted or illegally imported.

### **Information**

The CSC Loans-In Policy and contact details will be published on the CSC website and in related printed material.

**Contact names and numbers**

Name: Greta Bertram  
Position: Curator, Crafts Study Centre  
Telephone: 01252 891452  
Email: [greta.bertram@uca.ac.uk](mailto:greta.bertram@uca.ac.uk)

**Appendixes**

1. CSC Template Loan Agreement – loans-in

**Name of governing body:** Crafts Study Centre Trustees

**Date on which this policy was approved by governing body:** 24 September 2020

**Policy review procedure:** The Loans-In Policy will be reviewed from time to time, at least once every five years.

**Date at which this policy is due for review:** September 2025

**Appendix 1:**



**Loan Agreement (loans in)**

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

**Lender's name**

Address

**Borrower's name**

Address

**a) Exhibition**

Title

Dates

Tour Venues

**b) Duration of Loan(s)**

Dates

**c) Loan(s)**

**d) Credit line**

**e) Insurance**

Insurance value:

Insurance to be taken out by Borrower

**f) Pick up and return address**

**g) Lender's contact person**

Name  
Role  
Telephone  
Email

Lending Institution

Borrowing Institution (the CSC)

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Lender's signature

Borrower's signature

\_\_\_\_\_

\_\_\_\_\_

## **LOAN CONDITIONS**

### **General conditions**

The Lender lends the work(s) listed in 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 on conclusion of this agreement 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 will bear all costs of this (these) loan(s). The Borrower is not entitled to lend the work(s) to third parties. The Borrower may neither alter nor photograph, copy or restore the objects unless given permission by the Lender in writing. The Borrower 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.

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 unless there is a breach, in which case termination will be immediate.

### **Costs**

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

- handling/loan fee
- restoration costs
- photography
- insurance
- packing
- transport

### **Insurance**

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 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 GB Pounds. 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.

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

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.

### **Packing and transportation**

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 will 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 will 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 will be repacked in the same or similar materials as received unless otherwise authorised by the Lender.

### **Care of objects and installation**

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 will exercise the same care for the objects as for its own property.

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

The Lender shall prepare a condition report which is to accompany the loan(s) and which must be completed by the Borrower. If the Lender does not provide a condition report, the Borrower should produce one. Should any changes in the condition of the loan(s) be noted the Lender must be contacted without delay.

### **Security and Safety**

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

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 Facilities 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**

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 catalogues or promotional material only unless otherwise agreed with the Lender. Published reproductions must credit the title, artist and owner of the work.

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 and publicity.

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

### **Acknowledgements**

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

### **Sponsors**

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

### **Withdrawal, termination**

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**

The Borrower must obtain Immunity from Seizure for the loan(s) whenever the laws of the exhibition venue(s) provide for such protection. A document containing a legally binding promise of immunity protection issued by the competent authority must be sent to the Lender before authorisation to begin packing and shipping arrangements can be given.