



Crafts Study Centre: Loans-Out Policy 2020-2025

Policy statement

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

Definition of a loan-out

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

- the title to the loaned item remains vested in the Lender (the CSC)
- the loaned item comes substantially under the control of the Borrower 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 lending

The CSC usually loans items from its collections for short-term loans (i.e. for exhibitions at either a single or multiple venues). However, it will also consider requests for long-term loans of several years. In some cases, the CSC may lend items for public study or research.

All loans are subject to the approval of the Crafts Study Centre board of Trustees, which usually meets twice a year, in spring and autumn. The Chair and Vice Chair can approve loans in-between these meetings at their discretion. All requests to borrow material must be submitted to the Trustees in writing (email is acceptable). The CSC usually loans to accredited museums or museums working towards accreditation only. Loans to other venues may be considered at the discretion of the Trustees.

A loan will only be despatched once a loan agreement has been signed and the CSC is satisfied that the terms and conditions of the loan agreement have been met.

Stages and processes for approving loans

1. On receipt of an informal loan request from the Borrower, the CSC will send the information required to support a loan application, and inform the Borrower of the date of the next Trustees meeting (**Appendix 1**).
2. The Borrower submits a formal loan request in writing to the CSC.
3. The CSC will provide the Borrower with a written acknowledgement of the loan request and confirm whether the requested items are available for loan.
4. If the loan is to be considered, the CSC will send the Borrower a copy of the blank Loan Agreement (**Appendix 2 and 3**) and ask for further information on security, environmental monitoring and display conditions. This information is framed in accordance with the UK Registrars Group Standard Facilities Report.
5. The CSC Trustees consider the loan request at their next meeting, and the Borrower is notified of the decision.

Time taken to process a loan and deadline for application

On receipt of a formal application for a loan, the CSC will endeavour to respond within one week to acknowledge the application and to confirm the date of the relevant Trustees meeting where the decision to agree the loan is made, or of another formal arrangement such as the Chair and Vice-Chair agreeing the loan between meetings. All applicants will be informed of the Trustees' decision within one week, in writing. The decision of the Trustees is final.

Criteria on which applications are judged

- Whether the requested item(s) are available for loan.
- Whether the requested item(s) are in a suitable condition for loan (in some cases, it may be possible to undertake conservation work to prepare the items for loan – at the expense of the Borrower).
- Whether the Borrower is an accredited museum or working towards accreditation.
- The suitability of the venue.
- The purpose of the loan.
- Evidence of security levels offered by the Borrower, to meet the requirements of the item(s) being borrowed.
- Evidence of suitable environmental conditions offered by the Borrower, to meet the requirements of the item(s) being borrowed.

Information

The CSC Loans-Out 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

Appendixes

1. List of information required for loan applications
2. CSC Template Loan Agreement – regular loans
3. CSC Template Loan Agreement – long term loans

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-Out 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: Information required to support a loan application

Formal loan requests to borrow items from the Crafts Study Centre should include the following details:

- Reason for loan (i.e. exhibition)
- If exhibition, the title and scope of the exhibition
- Venue(s) (name and address)
- Provisional dates of exhibition
- Provisional dates of loan period
- Provisional list of items requested
- Contact name and details

The CSC will also advise the Borrower that up-to-date information on environmental, security and display conditions will be needed, and this will usually require the completion of a UKRG Standard Facilities Report.

The CSC will also send the Borrower a copy of the blank Loan Agreement, which sets out the terms and conditions for loan of items, including provisions regarding costs, insurance, packing and transportation, and security and safety.

Appendix 2:



Crafts Study Centre: Loan Agreement

CSC Loan Number:

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

Lender's name	Crafts Study Centre
Address	University for the Creative Arts Falkner Road Farnham Surrey GU9 7DS

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

Crafts Study Centre
University for the Creative Arts
Falkner Road
Farnham
Surrey
GU9 7DS

g) Contact person

Name	Greta Bertram
Role	Curator
Telephone	01252 891452
Email	greta.bertram@uca.ac.uk

Lending Institution

Borrowing Institution

Date _____

Date _____

Lender's signature

Borrower's signature

LOAN CONDITIONS

General conditions

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). 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.

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 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.

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 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 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 should 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 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.

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 its 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 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 Crafts Study Centre, University for the Creative Arts.

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. 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 as follows:

Crafts Study Centre, University for the Creative Arts.

Sponsors

The Lender reserves the right to approve or refuse sponsors for exhibitions presenting its 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.



Crafts Study Centre: Loan Agreement (long term loans)

CSC Loan Number:

The Lender:

Crafts Study Centre, University for the Creative Arts, Farnham

1. The Lender shall lend the loan item(s) to the Borrower:

2. The loan item(s) shall be lent for a period of:

months/years (the 'loan period').

Commencing:

3. The loan item(s) shall remain in the ownership of the Trustees of the Crafts Study Centre during the loan period.

THE LOAN ITEM(S)

Signed by the Borrower

Date

.....

.....

Signed on behalf of the Crafts Study Centre

Date

.....

.....

4. The objective of the loan will be for display, research, usage, and limited public access to the loan item(s). The loan also fulfils the objective of storing items held in the ownership of the Crafts Study Centre.
5. Public access to the loan item(s) shall be by prior appointment, managed by the Crafts Study Centre and facilitated by the Borrower with times as may be determined reasonable to both parties. The Borrower will inform the Lender of the number of appointments over the period of the loan.
6. Access shall be permitted by the Borrower to the loan item(s) for the Crafts Study Centre Trustees/ Officers on an appointment basis, with reasonable times of access.
7. The Loan Agreement shall be renewable on the agreement of both parties.
8. The loan item(s) shall be housed at the Borrower's address and shall not be removed from this place without the agreement of the Crafts Study Centre Trustees.
9. The Borrower shall be responsible for the physical security of the display and ensure that it is at all times housed in secure, lockable accommodation.
10. The Borrower shall be responsible for housing the loan item(s) in dry, stable conditions and for monitoring any changes that may occur to its physical condition, and informing the Crafts Study Centre on the occasion of any substantive changes such as rain entering the building.
11. The Crafts Study Centre shall be responsible for and make decisions relating to any treatments required to preserve the physical condition of the loan item(s) and shall bear any costs associated with this. The Lender will discuss treatment in advance with the Borrower to ensure that the least toxic chemicals are used.
12. The Borrower shall notify, as soon as reasonably practical, the curatorial staff of the Crafts Study Centre of any change in physical condition of the loan item(s) whether through damage or deterioration.
13. In the case of an emergency relating to the loan item(s) the Borrower shall, as soon as reasonably practical, inform and provide access for the Centre's Trustees/curatorial staff.
14. The Lender reserves the right to agree/disagree the display arrangements of the loan item(s) and any subsequent change to these arrangements shall be agreed between the Lender and the Borrower.
15. The Lender shall bear any cost of insurance and valuation associated with the loan item(s) whilst on display at the agreed location.
16. The Lender shall manage the transportation arrangements associated with the loan item(s) and shall bear the cost of these together with insurance whilst in transit.
17. Images of the loan item(s) created after the start of this agreement whether for printed or internet use shall only be reproduced with the prior consent in writing of the Lender.
18. The Lender and the Borrower shall give no less than six months in notice in writing if the Lender desires to terminate the Loan Agreement before the expiry of the loan period.

Crafts Study Centre contact

Curator: Greta Bertram
Telephone: 01252 891452
Email: greta.bertram@uca.ac.uk

Two copies of this form should be signed. One copy should be kept by the Lender and one copy kept by the Borrower.