

## STANDARD LOAN CONDITIONS

### Loans policy:

MoDiP promotes the active use of its collections as a dynamic study and research resource to facilitate not only student learning but a much wider public understanding and appreciation of popular design and culture.

MoDiP welcomes requests to borrow items from its collections for display, research and teaching. The terms and conditions outlined below have been designed to safeguard our objects whilst on loan but because the circumstances of these loans are different, our conditions also differ slightly. The main policy applies to all loans. Appendix A deals with additional conditions for public exhibition. Appendix B deals with additional conditions for research or teaching.

MoDiP runs a changing programme of temporary exhibitions illustrating aspects of the collections. We are keen to lend groups of objects drawn from these exhibitions, supported by interpretive texts. For further information see: [www.modip.ac.uk/exhibitions](http://www.modip.ac.uk/exhibitions)

We will make every effort to facilitate loans to Accredited museums and are happy to consider loan requests from other organisations able to offer an appropriate level of collection care, management and security.

All relevant documents can be downloaded from our website: [www.modip.ac.uk](http://www.modip.ac.uk)

We advise you to begin researching your loan request well in advance of your exhibition and to contact us informally in good time.

### Reasons why a loan might be refused:

In a very few instances we may need to refuse to lend. The reasons for this might include:

- if the item is fragile or in a poor or unstable condition and unable to travel
- there are insoluble due diligence and legal issues
- if the item is currently or will shortly be on display and removing it would have a significant impact
- if we are given insufficient time to consider and prepare the loan
- suitable environmental and security conditions cannot be met

We will not lend items to any exhibition or for use in any research project that is likely to include illicitly traded or spoliated items.

## TERMS AND CONDITIONS

### Procedure:

1. To make an initial enquiry or request to borrow objects from MoDiP's collections, please contact our Collections Officer (email: [modip@aub.ac.uk](mailto:modip@aub.ac.uk), tel: 01202 363727). MoDiP undertakes to acknowledge loan requests and initiate the decision making process within 20 working days of receiving your first enquiry.
2. We will ask you to complete our **Initial Loan Request Form**. We require that a formal, itemised **Loan Request Form** is submitted at least 3 months before the loan is due to start. This will allow us time to carry out necessary work. Both of these forms are downloadable from our website: [www.modip.ac.uk/access/loan-exhibitions](http://www.modip.ac.uk/access/loan-exhibitions)
3. We will lend for defined periods of time, although we may renew loans following inspection and/or receipt of a condition report. We do not make 'permanent loans' or loans with no end date.
4. Once we have all the information we need in order to consider the loan, the Collections Officer will take all necessary advice on the suitability of the loan and will make a recommendation to the Curator. For loans from certain collections, we may need to consult with external partners which will extend the time required to reach a decision. The Collections Officer will keep potential borrowers informed of the process, of decision dates, and of the reasons for decisions made.
5. If there is any question that security, fire prevention or environmental conditions at your venue may not be adequate, we might ask that a member of our staff visits to check the premises prior to the loan being considered. We reserve the right to charge you for this visit.
6. For the loan to go ahead, you must accept these conditions for loans together with any additional conditions we may make. The signatory on the loan form must be someone authorised by your institution to confirm that these conditions can be met. It is this named person's responsibility to ensure that the loan conditions are met for the full duration of the loan. You must inform us immediately of any change in your staffing arrangements that requires transfer of this responsibility within your organisation.

### Costs and environmental impact:

7. MoDiP may require borrowers to meet costs incurred both by themselves and by MoDiP in making the loan. These might include producing condition reports, photography, conservation, insurance, framing, packing, customs clearance, transport, forwarding agents and travelling, accommodation and subsistence expenses for couriers if these are required. Costs will be calculated on a case by case basis.
8. We undertake to minimise both costs and the environmental impact of lending as far as possible. We will:
  - require only essential conservation to prepare an item
  - require only essential photography and documentation
  - keep transport and packing in proportion with the significance, vulnerability, and nature of the item
  - maintain a presumption against sending a courier unless a clear need is identified
  - share transport where possible
  - reuse packing and display materials where possible.

9. As overseas loans are extremely time-consuming to service, we will additionally normally charge for staff time in preparing and administering the loan and in undertaking courier trips. When we receive a request for an overseas loan, the Collections Officer will prepare an estimate of all our projected costs, including administration time, and send this to you. A contract and invoicing schedule will be agreed at the same time as the loan request is formalised.

#### **Insurance:**

10. Borrowers are responsible for insuring the objects as per the valuations supplied by MoDiP for the whole period of their absence from MoDiP including during transportation, against all risks. Indemnities will be accepted in lieu of commercial insurance for loans within the United Kingdom when indemnity cover has been granted by the Minister under Section 16 of the National Heritage Act 1980. When an indemnity is provided any contingent liability not covered by the indemnity shall be covered by commercial insurance at the borrower's expense.
11. You must supply the Collections Officer with a copy of the insurance cover, or notification of Government indemnity, at least two weeks before the objects are collected, or it will not be possible for us to release the loan.

#### **Packing, Collection, Transportation, Shipping and Installation;**

12. Packing and transport arrangements must be approved in writing by the Collections Officer.
13. Dates for the dispatch and return of objects should be arranged well before the loan begins and any proposed changes in the loan dates must be approved by the Collections Officer.
14. MoDiP will provide a condition report for each object to be checked on arrival and departure from the loan venue and on return.
15. MoDiP will liaise with you to seek to minimise the financial and environmental cost of the loan, for example by sharing couriers with other institutions where possible. However, we reserve the right to require that a MoDiP courier escorts our objects to and from the borrowing institution, and installs and de-installs exhibitions.
16. Borrowers are responsible for the customs clearance of loans and for ensuring that customs inspections take place at the borrowing institution and not en route.
17. Borrowers must store packaging somewhere safe, where it cannot be contaminated during the course of the loan, so that it can be used for the return of the objects.

#### **Acknowledgement & IPR Issues:**

18. We require you to acknowledge MoDiP for the loan in any publication or media coverage arising from the loan (eg. exhibition label captions, photo and other acknowledgements, catalogues, research papers and media coverage). You must confirm the exact wording of the acknowledgement with the Collections Officer. Any IPR (Intellectual Property Rights) issues must be addressed by the borrowing institution prior to publication of photographs. Where possible, MoDiP will supply details of IPR holders.

#### **Extension of loan:**

19. Borrowers wishing to extend the period of a loan must apply to do so in writing to the Collections Officer well in advance of the loan end date. You should give reasons for requesting the extension. We may require that the objects be checked and condition

reported, and if this requires that MoDiP staff visit your venue we will ask you to bear the cost of this visit.

**Right to recall:**

20. We reserve the right to recall the loan as a result of unforeseen circumstances, irrespective of the terms of the loan agreement. We will only do so in consultation with you, will explain our reasons fully, make every effort to minimise inconvenience and give notice well in advance. Borrowers must release promptly to the lender at any time any or all of the objects on loan from MoDiP if requested in writing by the Collections Officer. In such cases we may require that the cost of the return of the objects to MoDiP will be paid by the borrower as if the loan had terminated normally.

## APPENDIX A: LOAN CONDITIONS FOR PUBLIC EXHIBITIONS

21. As part of the application process we may ask you to complete and return to us a **Standard UK Registrar's Group (UKRG) facilities report**. This form is downloadable from our website: [www.modip.ac.uk/access/loan-exhibitions](http://www.modip.ac.uk/access/loan-exhibitions)
22. Three-dimensional objects must be exhibited in secure, locked display cases. Case alarms may be required for certain objects. Two-dimensional works of art must be secured to the wall with security screws or displayed in a secure locked case. Alarm protection may be required for some works. Night security precautions must include securely locked premises and a comprehensive alarm system or all-night patrol.
23. Fire prevention arrangements at the borrowing institution should be adequate and smoking must be forbidden in the place of exhibition. No food or drink should be consumed in the exhibition area except by prior written agreement with the MoDiP Collections Officer.
24. For the majority of objects containing hygroscopic material such as horn, textiles or animal glue, a stable relative humidity (RH) in the range of 40 - 60% and a stable temperature in the range 16 - 25°C must be maintained at all times.

For all objects, light levels below 150 lux are required. Ideally daylight should be excluded from the exhibition area, no objects should be placed in direct sunlight and all daylight and fluorescent light sources should be fitted with ultra-violet filters.

This is the standard we require unless otherwise agreed in writing. If you are borrowing more sensitive materials from us, we will need to specify tighter RH and lighting controls. If you are borrowing less sensitive materials eg. stone or ceramics, we may allow wider parameters for RH, temperature and lighting.

25. Packing and transport arrangements must be approved in writing by the MoDiP Collections Officer. This may involve the use of approved packers specialising in fine art or other collections. In the case of overseas loans we will also ask for the names of other British lending institutions being used so that we can make combined courier arrangements if appropriate.
26. Please take all due care to avoid damage or deterioration. You must report any damage or deterioration of objects on loan immediately to the MoDiP Collections Officer. We reserve the right to request immediate withdrawal and return of the object(s) from the exhibition if damage or deterioration has occurred.
27. You must not remove objects from their cases or take them off the walls once installed, without written permission from the MoDiP Collections Officer.
28. You may not undertake any conservation, repair or any other treatment or alteration of objects on loan, remove the mounts or supports, or remove the glass, Perspex, frame or backboard of a work of art, without written permission from the MoDiP Collections Officer. In an emergency or disaster situation, please contact the Collections Officer at the earliest possible opportunity.
29. Please read and abide by our **handling guidelines** available to download from our website: [www.modip.ac.uk/access/loan-exhibitions](http://www.modip.ac.uk/access/loan-exhibitions). In all cases, a condition report on the object(s) must be prepared as soon as they are unpacked. This must be sent to the MoDiP Collections Officer. In the case of travelling exhibitions, proper arrangements must be made for packing and transport between each venue and courier(s) from the main borrowing institution (or from MoDiP if this is a condition of the loan) must accompany the loan in transit and provide a brief condition report to MoDiP upon receipt at each place of exhibition.

30. If you need photographs of MoDiP objects for a catalogue, interpretation panels or publicity material, this must be organised well in advance of the loan. Please submit a list of photographs you need at least 3 months before the loan begins. In some cases a suitable photograph will already exist, in others new photography will be required. We may need to charge you for this.
31. Filming or photography of loaned objects either by the borrowing institution or by the public or other users must be agreed in writing by the MoDiP Collections Officer.
32. You must supply the MoDiP Collections Officer with a copy of all interpretation to be used when exhibiting an object from MoDiP.
33. MoDiP needs to know how the exhibition has been promoted and received and to keep a full record of the loans we make. You must send us one copy of any exhibition publication you produce, copies of or links to any media coverage or public response generated by the exhibition, and, at the end of the exhibition, a statement of the total visitor figures.

## **APPENDIX B: LOAN CONDITIONS FOR RESEARCH, TEACHING, PHOTOGRAPHY & FILMING**

34. All objects on loan must be kept in a lockable, fire-proof, key controlled cabinet when not in use. The borrower is responsible for ensuring that only authorised individuals have access to the objects.
35. When objects are in use for research, teaching, photography or filming, they must be supervised by an appropriate staff member from the borrowing institution at all times.
36. Fire prevention arrangements at the borrowing institution should be adequate and smoking must be forbidden in the areas where the objects are kept and used. No food or drink should be consumed in the area.
37. Objects should be kept and used in stable environmental conditions. Objects are to be kept well away from windows, radiators and floors. No objects to be placed in direct sunlight, and when not in use all objects are to be covered with acid free tissue to protect them from dust and stored out of the light.
38. You must abide by our **handling guidelines** available to download from our website: [www.modip.ac.uk/access/loan-exhibitions](http://www.modip.ac.uk/access/loan-exhibitions)
39. Packing and transport arrangements must be approved in writing by the MoDiP Collections Officer. This will normally involve the use of a dedicated vehicle, not public transport.
40. We will provide a condition report on the object(s). On receipt of the loan please unpack and notify us immediately of any discrepancy or damage that may have occurred in transit.
41. Please take all due care to avoid damage or deterioration. You must report any damage or deterioration of objects on loan immediately to the MoDiP Collections Officer. We reserve the right to request immediate withdrawal and return of the object(s) if damage or deterioration has occurred.
42. You may not undertake any sampling, conservation, repair or any other treatment or alteration of objects on loan, remove the mounts or supports, or remove the glass, Perspex, frame or backboard of a work of art, without written permission from the MoDiP Collections Officer.
43. Arrangements for photocopying, photography, scanning or recording of the objects must be agreed in writing with the MoDiP Collections Officer. We will normally require usable copies of any photographs, scans or recordings taken.
44. Any IPR (Intellectual Property Rights) issues must be addressed by the borrowing institution prior to publication of photographs. Where possible, MoDiP will supply details of IPR holders.
45. We require you to ensure that MoDiP is acknowledged for the loan in any publication or media coverage arising from the loan, including publications produced by third parties who have had research access to the object whilst on loan to your organisation (eg. photo and other acknowledgements, research papers and media coverage). The exact wording of the acknowledgement must be confirmed with the MoDiP Collections Officer.
46. We need to know what benefits the loan has brought and to keep a full record of the loans we make. You must send us one copy of any publication produced, copies of or links to any media coverage or public response generated by the loan, and, if the loan was for teaching, a full record of how the objects were used, how many students benefited and the course of study they were undertaking.