

Loans Policy and Conditions



Loans Policy

1. Who we are

The Government Art Collection (GAC) promotes British art and plays a role in British cultural diplomacy. Works of art from the GAC are displayed in UK Government buildings in nearly every capital city, making it the most dispersed collection of British art in the world.

2. Why we lend

GAC supports an active programme of loans as a key means of making the collection more widely available to the public and will lend to public museums and galleries, libraries, archives, educational institutions and charitable bodies; community organisations and institutions that are accessible to the general public and offer suitable facilities and appropriate display conditions.

3. What we lend

GAC will consider lending artworks from its collection unless there are legal, ethical or practical issues that prevent us. The benefit of increased public access to the artworks must be offset against the risk arising from handling, movement, packing and transportation. Loan requests are therefore subject to a formal approval procedure. All loans from GAC are subject to our Loan Conditions, which are outlined below and issued to the borrowers upon receipt of a loan request.

4. Period of Loan

Loans may be made on a short-term basis (up to one year) to one or more venues, or on a long term basis. For long-term loans, the maximum first loan period is three years, after which the loan is reviewed and may either be returned or renewed. GAC does not agree to indefinite or permanent long loans.

5. Period of Notice

The approval process for loan requests involves consideration by the GAC's Loans Review Group, which meets fortnightly. We require at least **six months'** notice for UK loans and **nine months'** for loans to international venues. We generally consider loans for exhibitions/displays with a duration of at least three months and encourage informal discussions before a formal request is made.

6. Preliminary enquiries and Formal requests

Curatorial staff are always happy to advise about the selection and general availability of works for loan. We encourage preliminary research in advance and we welcome early discussions. Requests to borrow works from the Collection are made in writing to the Government Art Collection Director **Eliza Gluckman** and emailed to gac@dcms.gov.uk.

The request should identify:

- The artworks requested quoting the GAC accession numbers where possible
- The title and dates of the exhibition
- A clear rationale for the inclusion of the artworks in the exhibition, display or project
- Information about the exhibition, other works being displayed and how our artwork fits into the exhibition.
- Information on the venue, or for all venues for a touring exhibition, preferably using UKRG facilities reports and questionnaires
- The venue address and names/contact details of key staff involved

All requests will be acknowledged within two weeks on receipt of a formal loan request letter.

7. Approval of loans

All loan requests are discussed at our fortnightly Loan Review meetings following a full assessment. The loan assessment process is coordinated by our Registrars and it usually takes around six weeks, after which the prospective borrower can expect to receive a decision. The decision to lend in principle is made on the basis of:

- Relevance of the requested object(s) to the exhibition or display
- Object(s) availability
- Object(s) suitability for travel and display
- Administrative and technical work involved, in the context of the Collection's existing programme of activity

GAC encourages prospective borrowers to consider their approach to environmental sustainability for the proposed project/exhibition.

When the loan application has been approved one of our Registrars will guide the borrower through the process and will be the single point of contact: they discuss security and environmental display conditions, display requirements, the loan agreement and insurance, and transport and courier requirements. The GAC reserves the right to withdraw approval for a loan if conditions cannot be met.

8. Why a loan might be refused

The GAC endeavours to remove all potential barriers to a loan. However, there may be occasions when loans may be refused. We will always explain the reasons behind our decision, which might include:

- When the requested work requires conservation treatment, with insufficient time or funds available to carry out such work;

- There is insufficient time to consider and prepare the loan;
- If the requested work is fragile, or unstable or at excessive risk of damage from handling or transit;
- If the requested work is currently on display and a suitable replacement may not be easily found;
- A compelling case for the loan has not been made by the Borrower;
- The work will not be accessible to the public;
- If lending the requested work would result in a significant environmental impact;
- If the requested work has already been committed to another display;
- When suitable environmental and / or security cannot be provided;

We always aim to work with potential borrowers to overcome environmental and display issues and encourage early discussion around this. Where an object is already committed to a loan or a display, we will endeavour to offer an alternative if available.

9. The Loan Agreement

Once the venue and artworks assessments have been completed and all the arrangements have been agreed, the Registrar will issue 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 dispatch of the loan.

When lending to touring exhibitions, a separate signed Loan Agreement will 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 the loan are listed below. These may be supplemented by special conditions in certain circumstances.

10. Borrower's General Covenants

The Borrower covenants, warrant and agrees that:

10.1 It shall take all reasonable steps to keep the objects in the same state of repair and condition as received.

10.2 It shall not carry out any restoration, cleaning, conservation or other work to the artworks unless directed to do so by the GAC or with the GAC's prior written agreement.

10.3 It shall not sell, assign, let, pledge, charge or

otherwise encumber the artworks or any interests therein.

10.4 It shall immediately notify the GAC Registrars by telephone, and in writing, of any loss, theft or damage to any of the artworks and of any damage to display cases, enclosures or supports. The Borrower must ensure that a written report, condition report and photographs showing the damage are received by the GAC Registrars within 48 hours.

10.5 Any theft or breach of security in the exhibition should be reported even if GAC artworks are not directly affected.

10.6 It shall give reasonable access by GAC staff and/ or other named representatives to the artworks on loan at any time during the loan period, provided reasonable notice is given.

10.7 For touring exhibitions where the Borrower has responsibility for the entire tour and a single Loan Agreement has been signed with the GAC, it shall make every reasonable effort to ensure that the participating venues shall meet the GAC Conditions of Loan.

10.8 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.

10.10 Where applicable, it shall ensure that the artworks 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.

10.11 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 the *UNESCO Convention on the Means of Prohibiting And Preventing the Illicit, Export and Transfer of Ownership of Cultural Property* adopted on 14th November 1970

11. Costs

11.1 GAC does not charge administration or loan fees. We generally do not charge for preparation costs, however on some occasions we may ask the Borrower to contribute towards framing, glazing or conservation, or towards the transfer or replacement of the requested work if this is on display.

11.2 Borrowers will be responsible for the following costs:

- Fine Art Agent fees
- Bespoke packing crates (which are normally constructed by the Fine Art Agent to a specification provided by the GAC), including their disposal at the end of the loan
- Transport (to be coordinated and arranged by a Fine Art Agent)
- Custom fees where applicable
- Courier travel fares, accommodation and subsistence where applicable
- Insurance premiums, where applicable

Since these costs can often form a large part of the exhibition budget, Borrowers should ensure that they have been anticipated.

12. Insurance and Government Indemnity

12.1 The Borrower must insure all objects, at valuations determined by the GAC against 'all risks' and on a 'nail-to-nail' basis. The GAC reserves the right to revise the value of any object (especially for long-term loans) to take into account changes in the market value.

For UK Borrowers

12.2 Where the GAC is satisfied that all its conditions of loan will be met and the venue is approved by the Manager - Security and Protection Advice at the Arts Council (ACE), the GAC is empowered to extend indemnity on behalf of the Department for Culture, Media and Sport (DCMS) under Section 16 of the National Heritage Act of 1980. This indemnity will only be granted where the loan is for the public benefit.

The Borrower will then be expected to accept minimum liability, defined as the cost of any loss or damage: £300 where an object is valued at less than £4000
£300 plus 1% of the total value where the object is valued at £4000 or more.

If ACE has already declined indemnity to the Borrower for the exhibition, it is the responsibility of the Borrower to notify the GAC Registrar of this. Indemnity may have been refused on the grounds that the arrangements for the exhibition are unsatisfactory in respect of any of the following: public access; security; transport; environmental control and monitoring.

It is the responsibility of the Borrower to inform the GAC if it is a Designated Museum under the ACE Designation Scheme and if it has opted for a minimum liability agreement of £25,000 within its financial year. Such a

Borrower must meet the cost of loss or damage up to a limit not exceeding £25,000.

Otherwise, the GAC can assist the Borrower to arrange for commercial insurance providing 'Values Agreed', 'All-Risks', 'Nail-to-Nail'. The Borrower will be expected to pay the broker directly. Alternatively, GAC is prepared to consider the Borrower's own insurance policy providing a copy is supplied for review well in advance and a certificate of insurance is sent before the artworks leave the GAC.

For International Borrowers

The GAC may accept indemnity offered by the Borrower's Government, or commercial insurance, providing 'Values Agreed', 'All-Risks', 'Nail-to-Nail' cover. In those cases, a copy of the indemnity undertaking, or commercial insurance policy document, should be received by the Registrar at GAC for consideration at least three months in advance of the start of the loan and certainly before the artworks leave the GAC.

13. Facilities

13.1 In order for the GAC 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.

13.2 Artworks in store awaiting display should be kept in an area which meets the same security and environmental conditions outlined within this document.

13.3 There must be no smoking, eating and drinking in the area where the artworks 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 GAC in advance.

13.4 We are happy to discuss the requirements below. If a Borrower feels they cannot meet these conditions or require further clarification or advice, they should contact the GAC Registrar.

14. Security and Safety of the artworks

14.1 The Borrower is expected to give information about security and fire precautions at its venue to the satisfaction of the GAC.

14.2 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.

14.3 The building and/or exhibition/display spaces must be physically guarded when open to the public, unless otherwise agreed with the GAC. 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.

14.4 Details of security precautions will be treated confidentially. However, this information may be passed to the Manager - Security and Protection Advice at ACE, who may be asked to assess the Borrower's premises or offer advice on specific security matters.

14.5 The GAC may require other special protective measures in specific circumstances, for example alarms for individual artworks.

15. Display

15.1 Methods of display and display materials must be agreed in advance. For framed artworks, the wall or panel to which the artwork is attached should be a minimum of 2 cm thick and the structure must be entirely stable. In all cases GAC works which are to hang on a wall must be attached using security fixings such as Ryman or Springlock.

15.2 Large, free-standing objects can be placed on open display, providing that they are protected by a barrier that ensures that the objects are out of reach. With smaller objects that are placed on open display it may be necessary to physically secure them to a display plinth. In all cases a basic precaution must be taken to stabilise the artwork on the plinth or other display platform by using a moderate amount of museum putty or museum wax and if possible to be done under the supervision of GAC staff.

16. Environmental Conditions

16.1 All the artworks 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. GAC will always work with the prospective Borrower to find acceptable display conditions.

16.2 Borrowers with limited or no environmental control systems are encouraged to discuss specific object

display requirements with the GAC at the earliest opportunity.

16.3 Unless otherwise stated in t there are exceptional circumstances, GAC will not specify conditions that are more stringent than those where objects are normally housed. Unless otherwise stated in the Loan Agreement this will be a temperature in the range of 16-25°C and relative humidity in the range of 40-60% with fluctuations of no more than 5% within an hour. For highly sensitive works such as works on paper the following range of lux levels apply: 50-75 lux.

All arrangements must adhere to the Food and Drink (Annex F) and Environmental Conditions (Annex D) which apply under the Government Indemnity Scheme.

https://www.artscouncil.org.uk/sites/default/files/download-file/GIS_National_guidelines_2016.pdf

17. Condition checking

17.1 Condition reports will be produced by GAC for all artworks on loan. These will be checked against the artworks and agreed upon arrival at the Borrowing Venue, before repacking at the end of the loan period and then again upon return to the GAC. In the case of short-term loans, the Borrower is expected to keep the condition reports safely for the duration of the loan

17.2 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 GAC reserves the right to recall them.

17.3 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.

17.4 In the case of long-term loans, the GAC may ask the Borrower to check the condition of the objects at certain intervals.

18. Handling and installation

18.1 Installation of the artworks 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.

18.2 Artworks must only be handled by GAC staff or authorised personnel, except in an emergency.

18.3 The GAC may determine special handling instructions for sensitive materials.

18.4 Display cases must not be opened and the artworks moved without prior written permission, except in an emergency. In this event, the GAC Registrar must be informed immediately.

19. Packing and Transport

19.1 The Borrower must arrange transport which meets the standards specified in the General Transport Conditions (Annex E), Government Indemnity Scheme.

https://www.artscouncil.org.uk/sites/default/files/download-file/GIS_National_guidelines_2016.pdf

This will usually result in the appointment of an experienced Fine Art Transport Agent to collect the works from and return them safely to the GAC. The Borrower's Agent must meet and escort all shipments and couriers on arrival, at departure and during any transfer; arrange customs clearance; and must appoint an Agent in the UK as soon as possible if the loan is destined abroad.

19.2 If a packing case is required to transport the artwork, the appointed Fine Art Transport Agent should construct this following GAC specification, deliver the crate and pack the GAC loan following GAC instructions.

19.3 Transport to all destinations must be handled by an approved Fine Art Transport Agent, unless otherwise agreed with GAC.

19.4 The Borrower will be responsible for storing the packing materials in a secure and environmentally suitable place throughout the loan period.

19.5 For the return journey, artworks should be packed and transported in the same way as for the outward journey.

20. Couriers

20.1 The GAC may ask that a member of staff accompany the artworks in transit to oversee unpacking and installation, as well as de-installation and repacking. Where appropriate, we also use virtual couriers to reduce the environmental impact of the loan process. The need for a GAC courier will be assessed and communicated to the Borrower when

the loan is formally approved and it usually depends on several reasons including display and handling requirements, complexity of the journey, fragility of the artwork, security considerations.

20.2 The GAC couriers must receive adequate subsistence (to be agreed in advance) to cover all expenses, including a reasonable level of hotel accommodation for overnight stays. The GAC will consider sharing couriers with other lenders, depending on the individual circumstances.

20.3 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.

20.4 For loans to Europe couriers should receive subsistence to cover two working days and two nights hotel accommodation, unless agreed otherwise.

20.5 For loans outside Europe, couriers should receive subsistence to cover at least four working days and three nights hotel accommodation, unless agreed otherwise.

21. Acknowledgement

21.1 Acknowledgement must be made to the GAC in any exhibition captions, graphics publicity and catalogues.

21.2 The following credit line should be used: *UK Government Art Collection* and any additional credit information as specified in the Loan Agreement.

21.3 The GAC should receive at least one copy of any publication produced, to be sent to the Registrar and the invitation to the private view of the exhibition, to be sent to the Director.

22. Photography and image requests

22.1 All the artworks going on loan must have a colour record photograph which will be undertaken by the GAC Digital Media & Photography Manager. If Borrowers wish to use an image for reproduction, they should allow sufficient time for photography to take place in order to meet their requirements. To order images, the Borrower should follow the guidance on our website.

<https://artcollection.culture.gov.uk/licensing-images/>

22.2 No photography or filming of individual objects by the Borrower for commercial purposes is permitted. General views of the exhibition which include GAC

loans for press, publicity or educational purposes are permitted, and may be published on the Borrower's social media and website without prior permission.

22.3 If the Borrower wishes to publish GAC photographs of a work on social media or website, this must be agreed with the GAC and credit must be included.

22.4 All publicity material using the GAC's images or the GAC logo must be approved in advance by GAC.

22.5 Professional photography and/or filming must be supervised by a member of the Borrowing venue at all times.

22.6 Photography by visitors to the exhibition for private and non-commercial use is permitted.

22.7 The Borrower is encouraged to tag the GAC's social media channels (@GovArtCol) in any social media posts that feature the GAC object.

23. Termination

Termination of the loan must be made in writing to the Registrars at the GAC. The GAC reserves the right to recoup expenses incurred in the preparation of the artworks for loan, if deemed necessary.

24. Changes to the Exhibition Dates

Applications for changes in the dates of the loan will be considered by the GAC. These applications must be made in writing to the GAC Registrars no less than two months prior to the date which has changed.

25. Attendance figures and evaluation

The borrower is required to provide the GAC with full attendance figures and any audience evaluation report (if available) for all loan venues at the close of the exhibition.

26. Long-term loans from the GAC

The arrangements and conditions for long-term loans are generally the same as for short-term loans. Loan Agreements are usually reviewed every three years, at which stage the valuations of objects may be revised. The GAC may ask the Borrowers to confirm the presence and good condition of the loans, usually no more than annually. Spot-checks may be made to ensure that GAC loans are appropriately displayed and acknowledged.

Policy reviewed in February 2023. Next review: February 2026.