

THE
NATIONAL
GALLERY


POLICIES &
PROCEDURES



LOANS IN POLICY

July 2024

Loans In Policy

Policy Title	Loans In Policy
Departmental Owner	Director of Collections and Research
Published date	July 2024
Review date	July 2027
Version	1
Reference number	n/a
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Overview

This policy covers the loan of objects to the National Gallery for exhibitions and display (other than for conservation or study purposes).

The main audiences for the policy are the Gallery's employees, Executive Committee and Trustees; the Gallery's audiences; and current and potential lenders to the Gallery.

The Gallery aims to be open and transparent in how it manages its collection and intends to make this policy available to the public and other institutions on our website. This approach is in line with other collecting institutions in the UK.

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1 Introduction

- 1.1 This policy covers the loan of objects to the National Gallery for exhibitions and display (other than for conservation or study purposes).
- 1.2 This policy should be read in conjunction with the Collection Management Framework and Collections Access Policy.

2 Principles

- 2.1 The National Gallery has a number of objectives laid out under our constitution to care for the collection, to enhance it for future generations, and to study it and to share our expanded knowledge about our collection as widely as possible in a variety of appropriate ways. Exhibitions and displays are one of our core functions.
- 2.2 Loans support our exhibition and long loan programmes which aim to:
- Connect great art with people, and people with great art
 - Encourage access to the collection for the enjoyment of the widest possible public
 - Promote the understanding, knowledge and appreciation of paintings in the Western tradition
 - Support our ambitious programme of major exhibitions
 - Add depth and breadth to our collection displays by reflecting a broader interpretation of art in the Western tradition and its wider influence, including unrepresented schools and genres
 - Help us to assess potential new acquisitions and/or new areas of interest.
- 2.3 The National Gallery borrows works of art from both institutional and private lenders. Loans fall into two categories:
- Loans which are borrowed for display in the collection galleries
 - Loans to the National Gallery's programme of temporary exhibitions

3 Loan periods

- 3.1 The standard loan period for long-term loans is three years; loan periods are renewable. Loan agreements must have an end date; 'permanent loans' are not agreed.
- 3.2 Loans to exhibitions are borrowed for the period of the exhibition.

4 Loan requests

- 4.1 Loans are proposed by the Curatorial department and requested by the Gallery. A formal request is sent to owners for all loans.

5 Terms and conditions for borrowing

- 5.1 The Exhibition Managers and Collection Registrars are responsible for managing loans, negotiating and authorising loan agreements on behalf of the Board of Trustees. They ensure loan agreements cover the duration of the loan, the risk period, indemnity (and condition precedent clauses that must be incorporated) and liability, the condition report, packing and transportation, handling, display and activities, warranties, photography and reproduction, termination, confidentiality, freedom of information and data protection as well as governing law.
- 5.2 The Gallery ensures a formal written agreement is signed by both parties before the loan commences. The agreement will establish the purpose, venue/s and period of the loan and the terms, conditions, and care standards under which the loan is made.
- 5.3 Advice is sought from the Gallery's legal team for complex negotiations.
- 5.4 If an owner can no longer be contacted the Gallery will follow its procedure for tracing owners.

6 Risk management

- 6.1 The following risks are associated with borrowing loans:
- Loss or damage in transit;
 - Loss or damage at the Gallery;
 - Inadequate insurance/indemnity arrangements
 - Seizure of a work by a third-party claiming ownership
- 6.2 Risk mitigations are put in place with a view to minimising these risks.

7 Care

- 7.1 The Gallery aims to provide the same level of care to loans in as it would to works of art in our own Collection.
- 7.2 The Gallery will ensure that all reasonable care is taken to protect the loan at every stage from foreseeable risks of loss or damage (such as theft, fire, flood, vandalism, accidental damage and so on).
- 7.3 This includes the provision of acceptable levels of security, expert handling, packing, transport, environmental conditions, records and documentation, ensuring that UK Government Indemnity Scheme standards are met.

8 Venue

- 8.1 Lenders can be provided with a facility report and data on the environmental conditions in which their objects are displayed.
- 8.2 The security, location and condition of loans are regularly checked.

9 Conditions of loan

- 9.1 A loan agreement can be issued by the lender or the National Gallery. The terms and conditions of loan include but are not limited to cover: duties of care and covenants, costs; title, risk, valuation and insurance; security and safety of objects; environmental conditions; handling and display; packing, transport and couriers; photography and filming copyright, reproduction and credit line, termination, right of retrieval and emergencies.

10 Due diligence

- 10.1 The provenance of the loan is considered, and researched in order to assess the likelihood of a claim of ownership being brought whilst the loan is in the Gallery's custody.
- 10.2 Curators are responsible for carrying out provenance checks for potential loans and monitored by the Exhibitions Manager or Collection Registrar in accordance with our Due Diligence policy.

- 10.3 The results of these checks must be available before any indemnity application is made.
- 10.4 Loans are not borrowed if the loan's provenance or ethical status is in doubt, without the lender confirming they have valid and legal title to retain and lend the work.
- 10.5 Paintings will not be borrowed, or loans will be terminated, if the Gallery becomes aware that the loans are being offered for sale on the open market (save in exceptional circumstances).
- 10.6 Loans will be refused if we identify reputational risks, or the lender is subject to international sanctions.
- 10.7 Any potential loan with a charge, pledge or other encumbrances on it should be considered and must be approved by the Director.

11 Insurance/indemnity

- 11.1 All loans are covered by the UK Government Indemnity Scheme for the duration of the loan.
- 11.2 Commercial insurance is only purchased in exceptional circumstances in line with DCMS guidelines. The insurance will be checked to ensure it covers standard fine art risks.
- 11.3 Such indemnity or insurance cover must be in place before risk passes to the NG and a certificate of cover must be issued before the period of loan commences.

12 Transport and couriers

- 12.1 The Gallery, via its transport agents, ensures that appropriate shipping formalities and formal documentation requirements are met and that import and export regulations in the UK and abroad are followed.

13 Condition

- 13.1 Wherever it is reasonably possible, an assessment of whether a loan belonging to a private collector is fit to travel is obtained. It is expected that lending institutions will themselves assess fitness of the loan to travel.

- 13.2 Condition checks are made at key stages of the loan process (for example before and after travel and at packing and unpacking). The Gallery keeps a condition record for the duration of the loan for monitoring condition while at the National Gallery and during transit.
- 13.3 No un/framing, de/glazing, mounting or interventive action (for example, repair, retouching, cleaning and so on) is undertaken on the loan by the Gallery or its agents without prior written agreement from the lender (and approval from Arts Council England where applicable).
- 13.4 Regular security, environmental, display, insurance or indemnity and conservation checks must be made on long-term loans in store and on display

14 Record management

- 14.1 The Gallery will ensure that copyright restrictions are adhered to, by requesting appropriate permissions via the loan agreement and ensuring that those National Gallery and National Gallery Global departments seeking to publish images have been informed of the permissions granted.
- 14.2 Where requested, the owner's confidentiality will be respected, commensurate with the Gallery being able to administer the loan effectively.
- 14.3 Formal records documenting the due diligence checks are retained on file.
- 14.4 Objects lent to the Gallery are recorded in the Gallery's collections management system to a minimum inventory level (as defined in the Gallery's Inventory Policy) before they enter the Gallery's care.
- 14.5 A loan file, and a digital record of the loan in the Collection Management System, are made for all loans. Records are managed in accordance with the retention periods set out in the Gallery File Plan.