

THE  
NATIONAL  
GALLERY


POLICIES &  
PROCEDURES



# LOANS OUT POLICY

May 2024

## Loans Out Policy

Policy Title	Loans Out Policy
Departmental Owner	Director of Collections and Research
Published date	May 2024
Review date	May 2027
Version	2
Reference number	n/a
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## Overview

This policy covers the loan of all paintings and any other objects from the National Gallery's main collection for any period of time, other than for conservation or study purposes; including loans from the Contextual collection, Library and Archive. This policy also covers our collections going on loan as part of our own touring programmes and partnership exhibitions.

It is aimed at Gallery staff, particularly those managing loans out; and staff in institutions wishing to borrow objects from 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 all paintings and any other objects from the National Gallery's main collection for any period of time, other than for conservation or study purposes; including loans from the Contextual collection, Library and Archive. This policy also covers our collections going on loan as part of our own touring programmes and partnership exhibitions.
- 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 the Museum and Galleries Act 1992 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.
- 2.2 Lending is one of our core functions. Our loan out programme aims to:
- Connect great art with people, and people with great art.
  - To widen national and international access to the Collection
  - To increase knowledge about the Collection
  - To support the strategic objectives of the National Gallery, including mounting major loan exhibitions
  - To increase national and international co-operation
  - Promote the understanding, knowledge and appreciation of painting in the Western tradition
  - Reach new and diverse audiences, creating greater audience reach and engagement particularly amongst those who have the least access to art.
  - Exchange of information and different practices; skills sharing
  - To support the ambitions of, and collaborate with our peers
  - Create new partnerships and help strengthen existing ones
- 2.3 Loans fall into the following categories:
- Loans to temporary exhibitions (single and multi-venue)
  - Long-term loans (longer than 6 months)
  - Our own touring and partner exhibition programmes
  - Reciprocal loans made in exchange for loans made to the Gallery's temporary exhibitions
- 2.4 We aim to lend wherever possible and welcome loan requests from UK and international museums and galleries, and educational/research institutions with museums and galleries.

2.5 We will lend to venues which:

- can fulfil the Gallery's rules for borrowers;
- are open to the public;
- make a coherent and cogent case for the loan;
- Ideally, the loan should in some way add to existing knowledge about our collection or the collection into which the loan is coming.

### 3 Restrictions on lending

3.1 Visitors to the National Gallery expect to see our best-known masterpieces on display and the Gallery aims as far as possible to present a coherent narrative of Western European art and its influence.

3.2 Therefore, in considering requests for loans from the Collection special attention will be paid to avoid the loan of paintings which have been deemed by the Director and trustees to be of particular importance, including those of greatest historical significance and rarity and those of most importance and considered most appealing to the Gallery's visitors.

3.3 There are occasions when loans may be refused:

- The work is already committed for loan or required for the Gallery's own programmes;
- The work has been lent within the past three years and will only be lent again within this period in exceptional circumstances;
- The work is already committed to being with a joint owner or partner during the time of the loan.
- There is no coherent or cogent case for the loan;
- There is insufficient time to process the loan;
- When requests fall within a period of lending restrictions or constricted capacity;
- The work has conservation issues or is too fragile to travel;
- Security/ environmental conditions at the venue;
- There is no public access at the borrowing venue (loans are not made to private individuals/companies);
- When a cultural or endangered species export license cannot be secured.

3.4 The Gallery will not lend any picture or other item if, during the course of the loan arrangements, or the loan period:

- any movements, or any other aspect of the loan, provide an unacceptable risk to its physical condition;
- any circumstances which arise might damage the Gallery's standing and reputation (e.g. ethical, moral, legal, financial)

- the exhibition includes objects known to have been stolen, illegally exported or illegally excavated.

## 4 Loan periods

- 4.1 All loans will be for a fixed period, this should be clearly stated in loan requests.
- 4.2 The Gallery will not normally lend to tours of more than 3 venues, or to tours which last more than 12 months.
- 4.3 The standard loan period for long-term loans is three years; loan periods are renewable (subject to export license approval for overseas loans).

## 5 Loan requests

- 5.1 Following informal discussions, a loan must be requested formally, in writing, to the Director of the National Gallery. Loan requests must be submitted with a facilities, security and environmental information.
- 5.2 A loan request must be received no fewer than nine months before the exhibition for UK borrowers and no less than a year for overseas borrowers. We may extend this period during periods of limited capacity or loan restrictions but will notify potential borrowers, if this is the case, on our website.
- 5.3 Regardless of the previous paragraph, we require as much notice as possible so that we have time to plan and deliver the many aspects of any loan arrangement, including the decision-making process itself, preparation of the loan and re-hangs of our own galleries affected by a painting being removed from our walls.

## 6 Approval of loans

- 6.1 Decisions to lend from the main collection are taken by the Board, acting on the recommendation of the Director and the Loans Committee. The board meets 5 times a year to consider loan requests.
- 6.2 The Museums and Galleries Act 1992 gives the Board of Trustees the authority to approve loans from the main Collection.
- 6.3 Loans from the Contextual collection, Library and Archive only need Director approval.

- 6.4 All requests are carefully considered according to the loans policy; we will always explain why we have to refuse loans.
- 6.5 We aim to make decisions at the next available board meeting, but this may take longer if there are complex decisions, the loan would impact on our own programmes, or the loan is very far in the future.

## 7 Terms and conditions for borrowing

- 7.1 The Collection Registrars and touring exhibitions team are responsible for managing loans, negotiating and authorising loan agreements on behalf of the Board of Trustees.
- 7.2 A written agreement, issued by the National Gallery, must be signed by both parties before the loan commences. This agreement will establish the purpose, venues and duration of the loan, and the conditions under which the loan is made.
- 7.3 The Borrower is responsible for paying all the costs that they incur (e.g. preparation of works, case hire, insurance premiums, transport, couriers etc.)
- 7.4 Following standard principles for lending, we never charge a loan fee, nor do we charge for staff time. We only charge for actual costs incurred on a cost-recovery basis and will always endeavour to inform borrowers of any additional costs as early as possible. Costs for borrower are made available on our website to help with budgeting.

## 8 Risk management

- 8.1 The following risks are associated with making loans from the collection:
- Loss or damage in transit;
  - Loss or damage at the borrower's premises;
  - Damage to the Gallery's reputation by lending to an unsuitable borrower or touring to unsuitable venue.
- 8.2 Risk mitigations are put in place with a view to minimising these risks.

## 9 Suitability of loans, venues and exhibitions

- 9.1 All potential loans are assessed by the Gallery's Head of Conservation & Keeper (or by a delegated senior conservator) with the exception of loans from the Library and Archive which are assessed by the Research Centre Manager. Only loans which are fit to travel are recommended for loan. Wherever possible, loans are protected for loan with glazing; some loans require micro-climates or display cases either during travel or at the loan venue or both.
- 9.2 All potential loans are assessed by the Loans Committee and only requests made by institutional borrowers of established standards and reputation or analogous organisations in support of reputable projects are recommended for loan.
- 9.3 All loan venues will be reviewed in terms of security, access and environmental conditions.
- 9.4 The Gallery will only lend to premises and venues which can meet the Gallery's environmental requirements. Data must be supplied prior to the loan with evidence that conditions will be actively monitored during the term of the loan.
- 9.5 Site visits to condition check the loans, assessments by the UK National Security Team and approval at Loans Group Meetings are scheduled into a three yearly cycle of renewal.
- 9.6 The Gallery will only lend where it has been confirmed by Arts Council England's Manager for Security and Protection Advice that the exhibition premises are suitably secure and with adequate fire prevention arrangements.

## 10 Conditions of loan

- 10.1 Loan agreements state the purpose of the loan and the loan period. They must have an end date; 'permanent loans' are not agreed but long loans are renewable.
- 10.2 We lend under a standard National Gallery loan agreement. The terms and conditions of loan 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. A summary of our lending conditions can be found on our website.
- 10.3 Advice is sought from the Gallery's legal team for complex negotiations.



## 11 Due diligence

- 11.1 Any work whose provenance between 1933 and 1945 is uncertain is automatically flagged to the Loans Committee; the Collection Registrars advise the committee whether the jurisdiction at the borrower's location includes anti-seizure legislation.
- 11.2 In the case of such works, or any other for which a specific risk of seizure has been identified, immunity from seizure cover will be requested as a condition of loan should the loan be agreed.
- 11.3 If the jurisdiction at the borrower's location does not include anti-seizure legislation, the work will not be considered for loan unless a risk assessment has been carried out and it can be demonstrated to the Board of Trustees that the risk of seizure is acceptable.

## 12 Insurance/indemnity

- 12.1 We require that loans are covered by a suitable all risks, agreed value Government Indemnity or commercial insurance policy acceptable to the Gallery for the duration of the loan. A certificate of cover must be issued to the Gallery before the period of loan commences.
- 12.2 For loans within the UK the Gallery may lend under the UK Government Indemnity Scheme's minimum liability arrangements for national institutions.
- 12.3 Cover must be in place before risk passes to the Gallery.

## 13 Transport and couriers

- 13.1 The Gallery requires that reputable fine art transport agents acceptable to the Gallery are used so that we can be assured that appropriate shipping formalities and formal documentation requirements are met and import and export regulations in the UK and abroad are followed.
- 13.2 Decisions for the loan to be accompanied by a trained National Gallery courier are made on a case-by-case basis, following completion of a loan risk assessment, as set out in the Courier Policy.

## 14 Condition

- 14.1 A condition report is made for the duration of the loan, with condition checks made against it at key stages of the loan process, including before packing for travel, on arrival, before repacking for return, and on return to the National Gallery.
- 14.2 No un/framing, de/glazing or interventive action (for example repair, retouching, cleaning and so on) by the borrower or its agents is permitted without prior written agreement from the Collection Registrars with the approval of the Head of Conservation and Keeper.
- 14.3 Regular security, environmental, display, insurance or indemnity and conservation checks must be made on long-term loans.

## 15 Record management

- 15.1 A loan file and a digital record 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.