

## IMPERIAL WAR MUSEUM LOANS IN POLICY

DATE: 2 November 2004

STATUS: Approved

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### PURPOSE

1. The Imperial War Museum is empowered by the Imperial War Museum Act, 1920 to borrow Item(s). The purpose of this policy is to enable the Museum to be accountable for Item(s) it borrows and to control the process of borrowing. It therefore defines the permitted purposes, circumstances, authorisation levels and minimum documentation required for a loan in.

### SCOPE/EXTENT

2. This policy applies to all sites and branches of the Imperial War Museum.
3. The policy does not apply to Item(s) held under the terms of the *Entry Policy*, nor to those held under the terms of the *Handling Policy*.
4. It replaces any former Loans in Policy or policy statement of the Museum. Any loans initiated and managed under a former policy or policy statement is now subject to this policy. In due course reviews of extant loans in will be conducted and action plans drawn up to bring these into line with the policy where possible.
5. The term Owner is used throughout this *Policy* on the understanding that the Owner is also the Lender. In the small number of cases where the Lender is not the Owner but a third party, the Museum must ensure that the Lender has the Owner's authority to act on their behalf.

### REASONS FOR BORROWING

6. Item(s) may be borrowed by the Museum for the purposes of display/exhibition, exhibition preparation or in exceptional cases for public study and research, where there is demonstrable public benefit, for a period of a month or more.
7. The Policy does not apply to short-term loans for the purpose of copying (this is a form of acquisition and is covered in that policy and procedure), to Item(s) held as temporary deposits for the purpose of identification or potential acquisition (these are covered by the *Entry Policy* and *Procedure*), or to Item(s) acquired for handling or other educational purposes which are not to be accessioned into the main collection.

### CRITERIA FOR BORROWING

8. Item(s) accepted on loan will normally be those that fall within the Museum's collecting remit or which relate to the theme of a specific display or exhibition. Any exceptions to this policy will be for the purpose of contextualisation of other exhibits and are to be approved by the Director-General.

9. In order to guarantee value for money any consideration of a loan in will include an assessment of the likely costs, risks and benefits accruing from the loan; any hazards associated with the loan Item(s); the provenance and title of the Item(s); the acceptability of any conditions requested by the Owner; the ability to obtain relevant import and export licences.
10. The Museum will not borrow Item(s) which are not fit to travel, nor will it borrow Item(s) which are not fit to be displayed, unless it has made prior arrangements with the Owner to conserve an Item(s) to display standard following its arrival at the Museum.

### **LEAD-IN TIMES FOR BORROWING**

11. Loan requests must be in writing and should be submitted to potential lenders in the UK, Channel Islands and Isle of Man at least six months in advance of the beginning of the loan period. For European Lenders, this lead in time should extend to nine months and for other International lenders, 12 months. The Owner's minimum lead-in time will stipulate the exact time required.
12. In exceptional circumstances a loan in may be initiated by an Owner who recognises the benefit to the public of offering their Item(s) for display or public study and research. Such loans in will be subject to a lead-in time agreed by the appropriate Keeper or Head of Department (see paragraphs 63 and 64).

### **CONDITIONS APPLICABLE TO LOANS IN**

13. Loans in will only proceed where the Owner is prepared to accept the Museum's conditions, as follow in paragraphs 14 to 46 below:
14. Permanent or indefinite loans are not permitted for any purpose. All loans in will be for a fixed period with the possibility of renewal.
15. In the case of loans for temporary exhibition, the loan period will be the period of the exhibition plus whatever time is reasonably required for transport, preparation, installation, de-installation, packing and return transport. The initial loan period will be between one month and three years with the exception of large Item(s) such as aircraft, vehicles and aero-engines, which may be borrowed for ten years.
16. In the case of loans in for public study and research or for long term display, the initial loan period will be between one month and three years with the exception of large Item(s) such as aircraft, vehicles and aero-engines, which may be borrowed for ten years.
17. The Museum will bear the cost of borrowing Item(s) for any of its permitted loan purposes where to do so is in the public interest. This may include costs for transport, couriers, photography, exhibition preparation, lenders' fees, independent valuation, and conservation required for immediate display purposes.
18. The Museum will extend the same general level of care and security to borrowed Item(s) as it does to its owned collections. The Museum may agree

to additional measures of care and security at the request of the Owner or on the advice of specialists.

19. The Owner's written permission will be sought by the Museum before any interventive work is carried out either to the Item(s) or to any accompanying part of it, e.g. a frame or display box. Such conservation work will only be carried out in order to protect the Item(s) or the public. All conservation expenditure will be agreed with the Owner before any work is undertaken or contracted. In cases where the Museum has undertaken conservation work, it may seek to recover all or part of such costs should the loan be terminated prematurely at the Owner's request.
20. Through borrowing, the Museum may become temporarily responsible for Item(s), which fall beyond its customary area of expertise. It will not, however, borrow Item(s) for which it does not have, or cannot procure, the specialist skill to handle, store, move or in any other way maintain, if such activities are required in order to borrow.
21. Except in the case of proven negligence on its part or the part of its staff, the Museum does not accept liability for loss of or damage to or deterioration of the Item(s) lent.
22. The Museum is under no liability for the loss of, or damage to, the Item(s) arising or flowing from the condition (including inherent vice or a pre-existing flaw) of the Item(s) at the time of its loan.
23. The Museum is under no liability for the loss of, or damage to, the item arising or flowing from war, hostilities or war-like operations, but excluding acts of terrorism, riot, civil commotion, piracy and hijacking.
24. The Museum is under no liability for loss of, or damage to, the Item(s) arising or flowing from the negligence or other wrongful act of the Owner, his servants or Agents or for claims by third parties claiming entitlement to the Item(s)
25. If any Item(s) is damaged or there is a loss e.g. theft, the Museum will immediately inform the Owner. If an Item(s) is damaged, an *Incident Report Form* will be prepared and procedures carried out. If there is a loss e.g. theft, procedures as outlined in the *Loss Policy* will be carried out.
26. No Item(s) will be accepted as a loan in without a valuation agreed by both the Owner and the Museum. If the Owner and the Museum cannot agree a valuation, one should be provided by an independent assessor, the cost of valuation to be met by the Museum.
27. The Museum will offer a Government Indemnity to private Owners, institutional Owners from other countries and non-national institutional UK Owners for Item(s) or groups of Item(s) valued at £301 or above. Item(s) valued at less than £300 will be borrowed at the Museum's risk.
28. The Museum cannot offer a Government Indemnity to another Treasury-funded national UK institution due to the indivisibility of the Crown. Neither will the Museum take out insurance for Item(s) borrowed from such institutions.

Such institutions lend to each other at their own risk. A letter of comfort may be offered by the Museum Secretary and Director of Finance to institutions seeking reassurance about minor damage but the Museum will not cover total loss.

29. The Director of Collections and the Museum Secretary and Director of Finance will be informed of all new indemnities on a quarterly basis.
30. Where a private Owner, institutional Owner from another country or non-national institutional UK Owner will not accept Government Indemnity, the Museum may pay for commercial insurance.
31. The Museum reserves the right to remove Item(s) to a place of safety in the event of an emergency.
32. The Museum cannot guarantee the display of a loaned Item(s). This will be made clear by the Museum to the Owner or their Agent at the time of arranging the loan.
33. The Museum will have absolute discretion in all matters of display and/or study or research access, including the location within the public galleries, the method by which the material is displayed, the content of any accompanying text and the choice of any photographs, unless specifically agreed otherwise with the Owner.
34. Item(s) lent to the Museum for the purpose of exhibition will not be operated, worn, entered into or climbed onto without the Owner's written permission and then only if it is clear that such use is safe and non-damaging to staff, the public and the loaned Item(s).
35. In general, the public may photograph Item(s) on display in public galleries for their own private use, including items on loan for three or more years.
36. The Museum retains the right to disallow all photography by members of the public in a space where loans are included in temporary exhibitions, or where the subject matter is contentious or sensitive. Photography may also be disallowed in order to protect vulnerable Item(s) from light damage.
37. Any photographs taken by the Museum for record or publicity purposes remain the copyright of the Museum unless otherwise agreed with the Owner. The Museum will seek the Owner's consent to the use of such photographs and due acknowledgement will be made that the material is illustrated by permission of the Owner.
38. No fees will be paid by the Museum to the Owner for use of photographs in which the copyright rests with the Museum.
39. If the Owner agrees that a photograph may be taken by a third party, the Museum reserves the right to charge the third party a "facility fee" to cover access to the material for those purposes.
40. The Owner or their Agent will be asked to keep the Museum informed of any

changes of Ownership of the Item(s) or changes in contact details of the Owner during the period of the loan.

41. In the case where Ownership of the Item(s) has changed during the period of the loan a new loans in agreement with the new Owner will be required for the loan to continue. The new Owner will be required to prove their legal title to the Item(s) prior to its being despatched to them or prior to the signing of a new loan agreement.
42. If the Owner wishes to sell the loaned Item(s), the Owner must notify the Museum as soon as possible in order to terminate the loan and arrange the return of the Item(s) to the Owner.
43. In the case of the death of an Owner who is a private individual or an unincorporated organisation the Owner's successors retain Ownership in perpetuity, a new loan agreement with the new Owner will be required for the loan to continue.
44. In the case of the dissolution of a corporate body or institutional Owner, or the bankruptcy of an individual Owner, the Museum will takes steps to find out who the Legal Owner is in order to reassure itself that it is returned to the Legal Owner.
45. If the loan in agreement or the Government Indemnity coverage is to expire, whichever comes first, the Museum will contact the Owner three months prior to the expiry date to advise if the Museum wishes to renew the loan or return the Item(s).
46. The Museum or the Owner may terminate the loan with three months notice in writing.
47. The Item(s) must be removed within the notice period.
48. Item(s) loaned to the Museum will not be lent to a third party without the prior written consent of the Owner.
49. In the event of any dispute or difference between the Owner and the Museum, both parties will attempt to resolve such dispute or difference without recourse to a third party. Should it prove impossible to resolve such dispute to the satisfaction of both parties, the dispute shall be referred to and determined by a sole arbitrator, appointed by agreement between the Owner and the Museum, or, in default of agreement, by the President for the time being of the Law Society.

## **ACCOUNTABILITY and RESPONSIBILITY**

50. All loans in will be recorded using a loan in agreement setting out the obligations and responsibilities of each party (the conditions of loan), agreed by both sides and without opportunity for ambiguity and contradiction. Wherever possible this will be the Imperial War Museum's loan agreement. Where necessary this may be the agreement of the lending institution. On no account will two organisations' agreements be used as one may invalidate the

other.

51. This agreement shall be subject to the Laws of England unless agreed otherwise with the Owner, in which case appropriate legal advice may be sought by the Museum.
52. The Museum will only contract with an Owner, or with their Agent appointed by him in writing.
53. In view of the number of departments, projects, sites and branches now involved in the organisation of loans in, and in order to ensure consistency in management of loans as well as safeguarding the Museum's reputation, information about loans and Owners will be shared as far as is possible across the organisation, with due regard to issues of Owners' confidentiality and the Museum's security.
54. The Museum will become responsible for a loaned Item(s) at the point at which its staff start to handle the Item(s) or is loaded onto a Museum vehicle or the vehicle of a shipping company contracted by the Museum, whichever happens first.
55. Upon arrival at the Museum, each Item(s) will be unpacked and condition checked by a qualified member of staff and given a unique loan in number. The Museum should make every effort to ensure that all Item(s) on loan be accompanied by a condition report, as it is the basis from which the qualified member of staff can work.
56. Any remedial work requested by the Museum will be agreed in writing with the lender.
57. Upon completion and agreement of 52 and 53, the Museum's *Receipt* will be signed by the member of staff administering the loan and sent to the lender.
58. All loans in will be recorded in electronic databases and information about them retained in perpetuity.
59. The Museum will ensure that up-to-date information about the location, security, environment and condition of the Item(s) is maintained.
60. At the end of a loan the Museum's responsibility for loaned Item(s) will cease when the Owner or their Agent has accepted the Item(s) and signed the Museum's *Exit Form*. If the Museum is unable to obtain a signed copy of the *Exit Form* acknowledging receipt by the Owner, the Museum will advise the Owner in writing that the Museum ceased responsibility at the time the shipper received the Item(s).
61. The Museum's *Loans In Agreement* will include a declaration of sole Ownership on the part of the Owner or their Agent acting on their behalf.
62. The Museum will establish the copyright status of any Item(s) borrowed, whether original or reproduction, where applicable.

63. The Museum will establish the credit line for use in caption and exhibition publicity during the course of the loan negotiation.

## **AUTHORISATION**

64. The Museum is mindful of the importance of building trust with prospective Owners and of maintaining its professional reputation. For these reasons, only authorised staff may approach a potential Owner with regard to a formal loan request (see paragraphs 65 to 66 below).
65. A loan in may be initiated for the purpose of public study or research. For such purposes authorised staff are the Keeper of a Collecting Department or the Department of Conservation, Duxford or their nominated representative.
66. Loans in may be initiated for the purpose of exhibition or exhibition related research. For such purposes authorised staff are the Keepers of a Collecting Department, the Heads of the Departments of Exhibitions, Research and Information (Lambeth Road and Trafford), Project Director of the Holocaust Exhibition Project Office, Head of Interpretation and Collections (Duxford), and the Directors of the Cabinet War Rooms, HMS Belfast and Imperial War Museum North or their nominated representatives.
67. An Owner may also initiate a loan in. In such cases, in order to ensure overall benefit to the Museum, such cases will be referred to the relevant collecting or exhibition-organising department as specified in 65 and 66 above and this Policy will apply to all stages of discussion.

## **APPROVAL**

68. The signatory to a standard agreement will be determined by the value of the loan and by the nature of the terms and conditions of the loan agreement. See below:

<b>Signatory</b>	<b>Total value of loaned Item(s)</b>
Keeper of a Collecting Department Head of Exhibitions (Lambeth and Trafford) Head of Research & Information Head of Interpretation and Collections, IWM Duxford Project Director, Holocaust Exhibition Project	Up to £100,000
Director of Collections Director of IWM Duxford Director of IWM North Director of HMS Belfast Director of Cabinet War Rooms	£100,001 - £250,000
Director of Collections in conjunction with Museum Secretary and Director of Finance	£250,001 to £500,000
Director-General	£500,001 and above

## **EXCEPTIONS**

69. There are no exceptions to this Policy.

## **REVIEW**

70. This Policy is subject to review every five years. The next date for review is October 2009. The policy may be reviewed at an earlier date if necessary.