

National Maritime Museum Conditions for Loan

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1. CONDITIONS GOVERNING THE LOAN OF OBJECTS FROM THE COLLECTION

All loans from the National Maritime Museum (NMM) are agreed subject to these conditions.

2. LOAN AGREEMENT

All loans are made subject to the borrower completing, signing and returning the NMM Loan Agreement at least 2 months before the stated exhibition opening date for domestic (UK) loans and 3 months for international loans. The Loan Agreement and Conditions for Loan shall be governed by and construed in accordance with the Law of England. Any dispute relating hereto shall be determined in the English Courts.

3. COSTS

Borrowers must pay for the following: insurance; conservation preparation and treatment, frames, glazing, bases, mounts and covers for 3D objects where required; packing cases; all transport costs, including the expenses of couriers from NMM; official photographs are supplied by NMM Picture Library. Borrowers will also be charged if installation by NMM technical staff has been made a condition of loan and they are required to work beyond their normal working hours at the loan venue. NMM will always endeavour to inform borrowers of any additional costs as early as possible. Only in exceptional circumstances might these costs be abated. Any request for an abated loan must be considered by the Director of the Museum and members of his senior Board. Accordingly, letters of application for abatement should be addressed to the Director so that the merits can be considered carefully before any decision is reached.

4. SECURITY

NMM submits details of all loans to the National Museums Security Adviser, based at Arts Council England. A loan will only proceed if the Adviser is able to approve the security and fire prevention arrangements at the loan venue. If the existing arrangements are not sufficient, recommendations to improve them will normally be made. Twenty-four hour invigilation is normally required, although intruder-detector alarm systems for use during closed hours may be considered acceptable under certain circumstances. The National Museums Security Adviser and NMM both maintain confidentiality about security arrangements.

5. INSURANCE AND GOVERNMENT INDEMNITY

All objects lent by NMM must be insured against 'all risks' and 'nail-to-nail'. In the case of a touring exhibition, either a single policy covers all journeys and exhibition venues or alternatively there is no gap between liability. A copy of the insurance certificate must be deposited with NMM at least 2 weeks before the objects are to be collected. Objects from the Collection cannot be released without proof of adequate insurance cover.

5.1 DOMESTIC LOANS

NMM will accept cover provided by commercial insurance companies in the form of a copy of their certificate, or a letter addressed directly to NMM from their brokers, or, in the case of local authorities, letters of confirmation from the City Treasurer. In both instances, cover must be against 'all risks' and 'nail-to-nail', and NMM and the objects with their agreed valuations must be named.

5.2 INTERNATIONAL LOANS

NMM will accept indemnities offered by the government of the borrowing institution, provided that details of the indemnity are lodged with NMM well in advance of the release of the objects, for approval. Where an indemnity is not available, commercial cover will be taken out by NMM, at the borrower's expense, with a London based broker nominated by NMM.

5.3 GOVERNMENT INDEMNITY

NMM is empowered to grant an indemnity on behalf of the Department for Culture, Media and Sport to those institutions that qualify under the Government Indemnity Scheme, as set out in the 1980 National Heritage Act. Applications for government indemnity should be made to the Registrar, NMM.

6. VALUATIONS

Valuations for loaned items will be supplied by NMM prior to loan. NMM reserves the right to revise the value of any item at any time, to take into account changes in the market value of cultural artefacts.

CANCELLATION OF LOAN

NMM recognises that a loan may be cancelled for valid reasons, but reserves the right to charge the borrower for any conservation or other costs that may have been incurred. The borrower will be charged full costs of loan preparation if the loan is cancelled after the completed and signed Loan Agreement has been returned to NMM. The Loan Agreement must be returned at least 2 calendar months before the stated exhibition opening date (3 months for international loans). NMM reserves the right to withdraw the loan if the Loan Agreement is not returned by this deadline.

8. REPRODUCTIONS AND PHOTOGRAPHY

The borrower may reproduce official NMM photographs and/or colour transparencies of loaned objects only in exhibition catalogues and publicity related to the exhibition. The credit line designated by NMM must be used. Permission for the reproduction of images from the Collection can be obtained from the Picture Library. A fee is normally charged for this service. Queries relating to reproduction rights, fees, photographs, transparencies and slides should be made directly to the Picture Library (see section 3 below). Objects on loan from NMM may not be filmed, photographed, video recorded or televised without the prior permission of NMM. Requests should be made to the Registrar. Where permission is granted, NMM Filming and Photography Regulations must be adhered to and the operation supervised by a member of NMM staff (at the borrower's expense) or agreed appointee.

9. PACKING

NMM staff will prepare for dispatch all objects consigned for loan from NMM.

9.1 DOMESTIC LOANS

For most domestic loans, paintings will be fitted with either a case, transit frame or soft-wrapped (cornered and wrapped), depending on the condition of the object and its journey. A packing case will be required for loans to touring exhibitions. Any journey requiring overnight travel, sea or air journeys will require a packing case. Cases will be commissioned by NMM from Kent Services Ltd at the borrower's expense. 3D objects are normally packed in specially constructed crates at the borrower's expense.

9.2 INTERNATIONAL LOANS

A packing case will always be required for international loans, and NMM will commission cases from Kent Services Ltd at the borrowing institution's expense. NMM staff or their appointed agents will carry out packing of the objects. The borrowing institution must store packing cases and materials in good conditions to prevent deterioration.

10. COLLECTION

At least four weeks' notice must be given of the intended date for collection, to allow sufficient time for preparation of the object and for approval of the transport arrangements.

11. TRANSPORT ARRANGEMENTS

Transport arrangements must be approved by NMM before any object will be released for loan. Accredited agents only may undertake transportation. If new or unknown companies are proposed, they will be investigated before being endorsed. NMM reserves the right to veto any companies that do not comply with its conditions for the Transportation of objects. If the objects are travelling under GIS they must meet the GIS transport requirements.

12. COURIERS

For loans of objects that present particular concerns in terms of their condition or handling, or are of very high value, NMM reserves the right to send a courier. Couriers are responsible for the supervision of all handling and may also be required to supervise the installation of NMM objects. The courier is the official representative of NMM and has the authority to withdraw items from display where the stipulated requirements have not been met, whether for reasons of security or conservation. All travel expenses, as defined by NMM, and associated costs incurred by the courier are the responsibility of the borrowing institution.

13. CUSTOMS

Customs formalities are the responsibility of the borrower; loaned objects must not be unpacked for customs inspection en route. Customs inspections must take place either at the borrowing institution or at NMM (or both). In the event of a work being unpacked by Customs whilst in transit, NMM must be informed **immediately.**

14. RETURNING LOANS

The borrowing institution should contact NMM at least four weeks before the close of the loan exhibition to discuss the arrangements for the return of loaned objects. A loaned work should be repacked in the packing case in which it travelled, using the original packing materials and methods. Objects that travelled uncased should be wrapped by a method similar to that used for the original journey. The return shipment will be by the same method and carrier as the outward journey, unless NMM specifies otherwise. Any changes must be agreed between NMM and the borrowing institution.

15. ENVIRONMENTAL CONDITIONS

All objects require particular conditions for display, and NMM's Collection includes many objects with complex or unusual display and/or environmental requirements. Every prospective borrowing institution is required to complete a UKRG Standard Facilities Report, which asks for information about existing facilities at the loan venue. In the case of a touring exhibition all venues will be asked to complete a Facilities Report.

All prospective borrowers are expected to be equipped to continuously record temperature and relative humidity for each separate exhibition space, and should also possess an illuminance meter. Full records of the temperature, relative humidity and illuminance during the relevant period of previous years will be required. The borrower will be notified of any specific conditions for individual objects, and will be required to submit to NMM details of how it is proposed to meet these requirements **before** loan may proceed.

NMM reserves the right to install automatic monitoring equipment in the display space where NMM objects are being displayed and to receive copies of environmental records at the end of the loan period. Air conditioning systems should be in operation 24 hours a day and should not be turned off until the objects concerned have left the conditioned area, even if the objects have been cased.

15.1 STANDARD ENVIRONMENTAL REQUIREMENTS

The following notes are provided as a guide to the standard environmental requirements for certain classes of objects. Sometimes more stringent requirements may have to be imposed but very often NMM is prepared to accept lesser standards of environmental control, especially when the borrowing institution can demonstrate by submitted records that its environmental conditions are known.

15.2 LIGHTING

Daylight may be used for the illumination of most classes of objects in NMM's Collection, provided it is controlled by curtains, blinds or other sunscreens so that the illuminance does not exceed 250 lux. Curtains or blinds should be closed when the exhibition is closed to the public. Direct sunlight must always be excluded from the display zone and preferably from the exhibition rooms as a whole (because of the adverse effect on room temperature and humidity). The more vulnerable classes of object, such as objects on paper, photographs and unprotected textiles (such as unprimed canvas) are best displayed under artificial light at no more than 50 lux (see below): daylight should be excluded.

Artificial light: when objects are artificially lit an illuminance of no more than 250 lux is allowed. Watercolours, drawings, prints, photographs and all other objects on paper, exposed canvas, or other materials particularly vulnerable to damage by light may only be illuminated at 50 lux. For all categories, a maximum illuminance of no more than 10 lux is allowed during closed periods, except for short periods for cleaning and similar routine activities.

Photographic, film and TV lighting: NMM does not allow loans to be photographed, filmed or televised unless special permission has been granted (see 1.6 above). NMM's objects must be protected from the intense lights used for these purposes when other neighbouring objects in the exhibition are photographed or filmed.

Ultra violet light: UV radiation is a damaging component of daylight and of light from fluorescent and other discharge lamps and is unnecessary for everyday human eyesight.

Filters should be used to reduce it to the following standard: the component of the radiation of wavelength shorter than 400 nanometres (i.e. ultraviolet radiation) must be less than 75 microwatts per lumen of total visible radiation.

15.3 CLIMATE

Temperature control: Temperature should be maintained in a range between 16-26°C. Temperature should not vary by more than 4°C in any twenty-four hour period. **Relative humidity** is to be maintained between 40% and 65%. It should not vary by more than 10% in any 24-hour period.

Atmospheric pollution: In areas of heavy pollution, active measures must be taken to exclude or reduce levels of gaseous pollution. A high standard of dust filtration is required when a mechanical ventilation system is employed. **General**: objects must never be placed in close proximity to sources of heat, cold or strong air-currents (radiators, fireplaces, dehumidifiers, air-conditioning outlets or intakes).

16. DISPLAY

Normally all pictures on loan from NMM will be glazed with laminated low-reflecting glass prior to leaving NMM, and this cost will be passed on to the borrower.

Occasionally a work will remain fitted with its existing plexiglass, ordinary glass, laminated glass or low-reflecting glass, or if there is no provision for glazing, will travel unglazed. Objects must not be unglazed or removed from their display frames without prior consultation and permission from the Director of NMM. Sole exception may be made in the case of genuine disaster or emergency placing the picture itself at risk, in which case the removal of the glazing should take place under the supervision of a qualified conservator. Under such circumstances the NMM must be contacted in the immediate instance (see section 20). Framed objects must be securely fastened to the wall, using mirror plates and security screws. Small objects should be displayed in locked showcases or under fixed glass or acrylic covers, as specified by NMM. Larger 3D objects may require plinths and barriers.

Unglazed paintings must also be displayed behind a barrier. Objects which are difficult to install or particularly fragile may have to be installed by NMM staff as a condition of loan, at the borrower's expense.

In the case of heavy, large, awkward objects, or objects demanding special handling requirements, NMM will require information about handling equipment, floor loadings, access routes and their dimensions and availability of trained staff.

17. CARE AND TREATMENT OF OBJECTS

Objects may not be handled without prior agreement from NMM staff. Trained gallery/museum staff and recognised fine art packers and shippers only should handle objects.

Unframed objects or paintings with decorative and vulnerable frames may be fitted into a transit frame before departure from NMM. They should not be removed from the transit frame until the time of installation.

Objects may not be unframed or have their backboards or glazing removed without permission from NMM.

Objects may not be subjected to any form of scientific examination, neither may any conservation treatment be undertaken nor any alteration to the glazing or framing be made without permission from the Registrar, NMM.

18. CREDIT

Loans from NMM must be credited

'National Maritime Museum, Greenwich, London'

plus any additional credit as specified in the Object Schedule annex to the Loan Agreement.

19. GENERAL

In the event of any dispute in any translation of these Loan Conditions, the English text must be final.

20. REPORTING DAMAGE OR LOSS OF LOANED WORK

In the event of an object being lost or damaged, the borrower must inform the NMM

Registrar **immediately** after the accident has occurred or as soon as the loss is noticed.

21. ADDRESSES, INTERNET, TELEPHONE AND FAX NUMBERS

ADMINISTRATION

Enquiries and Correspondence should be addressed to:

Registration Section (Loans Out)

National Maritime Museum

Greenwich

London SE10 9NF

United Kingdom

Formal requests for loan should be addressed to the Director, National Maritime Museum. Please note the following deadlines apply, datable from receipt of formal request:

- Requests from UK & Eire: 6 months
- Requests from EU countries: 9 months
- Requests from the rest of the World: 12 months

PHOTOGRAPHIC MATERIAL AND COPYRIGHT

All queries relating to copyright, reproduction rights, fees, photographs, transparencies and slides should be addressed to the Picture Library at pictures@nmmimages.com.

CURATORIAL AND CATALOGUING

Any specialist curatorial queries or queries relating to cataloguing (provenance, bibliography, exhibition history etc.) should be addressed to the Registration Section in the first instance.

TELEPHONE & FAX NUMBERS

Registration Section call: (+44) (0) 20 8312 6624

email: <u>loans@rmg.co.uk</u>

Picture Library

call: (+44) (0) 20 8312 6631 / 6704

email: pictures@rmg.co.uk

INTERNET www.rmg.co.uk