

## MUSEUM COLLECTION LOAN-OUT POLICY

## 1 Loan Requests

- 1.1 All loan requests must be received in writing at least three (3) months before anticipated start date, and must contain the following information:
  - 1.1.1 Details of the required object(s), including object number and brief description.
  - 1.1.2 Name, address and contact details of borrower.
  - 1.1.3 Name and status of individual making the request.
  - 1.1.4 Purpose of the loan (plus scope of exhibition/details of venue(s) if for exhibition.
  - 1.1.5 Proposed dates of loans.
  - 1.1.6 Brief statement of indemnity, or insurance provisions which will be made.
- 1.2 The Royal Sussex Regimental Association Limited (RSX RAL) reserves the right to refuse any loan request.

### 2 General

- 2.1 The loan out agreement shall be for the period of loan specified on the Outward Loan Form for the object(s) stated therein. At the end of the agreed Period of Loan the RSX RAL at its sole discretion may consider an application for renewal of loan (subject to satisfactory monitoring reports) provided 2 months' notice is received. Applications for renewal must be made in writing as described above under 'loan requests'.
- 2.2 The maximum Period of Loan permitted under any Loan Out Agreement is 5 years, except in exceptional circumstances. Any Loan Out Agreement entered into for a term of 12 months or more will be subject to annual review by the RSX RAL (including monitoring of object condition, environment and security).
- 2.3 The RSX RAL reserves the right to recall or cancel the Loan Out Agreement at any time without notice, unless otherwise stated in any agreement, but will not normally do so other than in an emergency or where the Borrower has failed to comply with the Standard and/or Special Conditions of Loan.
- 2.4 Under no circumstances is the Borrower permitted to re-assign, lend, or otherwise transfer the Loan Object(s) to any other person or organisation, or breach any conditions regarding the copyright aspects of the Loan Object(s), unless otherwise agreed in writing by the RSX RAL.



- 2.5 In cases where it has been agreed in writing that the Loan Object(s) will form part of a touring exhibition to be shown at more than one venue, each venue must meet the Standard Conditions of the Loan.
- 2.6 The RSX RAL reserves the right to inspect the conditions at the Borrower's premises in advance of the loan, or to make periodic inspections during the course of the Period of Loan. The Borrower may be asked to meet any expenses incurred.
- 2.7 The Borrower is responsible for all expenses relating to the loan, including insurance, packing, transport, couriers, photographic reproductions, and any additional materials required for preparing objects for loan.
- 2.8 If the loan is cancelled, either due to the failure of the Borrower to comply with the Standard and/or Special Conditions of Loan, or at the instigation of the Borrower, the Borrower will be liable for any costs already incurred in the preparation of the loan.
- 2.9 The Borrower will meet all expenses incurred in packing and transporting Loan Objects to and from the Borrower. If the destination of the Loan Object(s) is outside the UK, the RSX RAL requires at least one courier to accompany the Loan Object(s) in transit to and from the loan destination.
- 2.10 The RSX RAL may on occasion require a courier to accompany the Loan Object(s) in transit to and from loan destinations within the UK.
- 2.11 Where a member of the RSX RAL is to act as courier, this will be a member of the RSX RAL Museum Collection Team. All expenses will be met by the Borrower.
- 2.12 The RSX RAL member acting as courier will adhere to the United Kingdom Registrars' Group Guidelines.
- 2.13 The RSX RAL will share couriers with another organisation where appropriate, providing all couriers are briefed and issued with the necessary documentation.
- 2.14 Customs formalities are the responsibility of the Borrower. Customs inspections must take place either at the museum site or at the borrowing organisation. In the event of a Loan Object being unpacked by customs officials whilst in transit, the RSX RAL must be informed immediately.
- 2.15 The Borrower will acknowledge receipt of Loan Objects as soon as they are received at the Borrower's premises. The Borrower will notify the RSX RAL immediately if the Loan Object(s) do not correspond with the list of objects agreed for loan.
- 2.16 The Borrower shall ensure all crates and packing materials will be safely and securely stored for the Period of Loan.



- 2.17 The Borrower, at its own expense, shall in consultation with the RSX RAL, replace packing materials or crates lost or damaged whilst in its care with comparable materials.
- 2.18 Loan Objects must be packed for return in the same manner in which they were received, using the same packaging materials where possible.

# 3 Handling and Care of Loan Objects

- 3.1 Loan Objects must only be handled by suitably trained staff during transportation and installation.
- 3.2 Any handling guidelines supplied by the RSX RAL must be observed at all times. There must be no unnecessary handling of the object(s).
- 3.3 On receipt of the Loan Object(s), the Borrower shall check the object(s) against condition reports and inform the RSX RAL of any discrepancies.
- 3.4 If the loan is visiting several venues, the Loan Object(s) must be checked against the condition reports on unpacking and prior to repacking at each venue.
- 3.5 Glazing/supports must not be removed from Loan Object(s) without written permission from the RSX RAL.
- 3.6 Labels must not be attached to (or removed from) Loan Object(s) or their frames or supports.
- 3.7 When on display, unglazed art works must be protected behind barrier rails (positioned at least 75cm from the front of the frame).

### 4 Insurance and Indemnity

- 4.1 The RSX RAL will supply to the Borrower valuations of all Loan Objects in advance of the loan for insurance or indemnity purposes.
- 4.2 The Borrower shall take out and maintain for the whole of the Period of Loan 'all risk' insurance cover on a continuous ('nail-to-nail') basis for all Loan Objects for the value supplied by the RSX RAL. Insurance valuations will not be changed during the Period of Loan.
- 4.3 Where a valuation is provided considerably in advance of the Period of Loan, the RSX RAL reserves the right to increase the value of the Loan Object(s) before the Period of Loan begins in order to take into account changes in market value.



- 4.4 For loans to institutions within the UK which qualify for UK Government indemnity, Borrowers will normally be required to take out commercial insurance to cover the minimum liability, this being the amount determined by ACE (Arts Council England).
- 4.5 For loans outside the UK the insurance policy shall be taken out in London, under English Law, unless the Borrower can provide equivalent and acceptable cover.
- 4.6 The Borrower must supply a copy of the relevant insurance or indemnity certificate to the RSX RAL at least one month prior to the Period of Loan. Loan Objects will not be released for loan without written proof of insurance cover.
- 4.7 In the case of objects loaned for exhibition, neither the dates, nor the location of the exhibition may be changed unless the RSX RAL has approved the change in writing, with a corresponding change to the period and/or terms of the insurance cover.
- 4.8 Should the Borrowers insurance prove inadequate; the RSX RAL retains the right to instruct its own broker to insure the Loan Object(s) at the Borrowers expense. If this cannot be resolved, the RSX RAL retains the right to refuse the loan.
- 4.9 Loans from the collection to Branches or individual members for events, will not incur an insurance premium, however, loanees will be responsible for any loss or damage incurred to any items during the loan. This responsibility will be initiated from the signing for the loan items until sign-off on their return, with the signatory assuming full responsibility.

## 5 Preparation Packing and Transport

- 5.1 If a Loan Object requires special preparation for loan (e.g. conservation work, display mounting) this will be carried out by a contractor approved by the RSX RAL at the expense of the Borrower.
- 5.2 Loan Objects will be packed for transportation by the RSX RAL Museum Collection Team.
- 5.3 Loan Objects will have their condition checked before dispatch to the Borrower. Copies of condition reports will be dispatched with the Loan Objects.
- 5.4 The RSX RAL may nominate an agent to be responsible for packing and/or transport of the Loan Objects. All packing and transport arrangements must be approved by the RSX RAL.
- 5.5 Any special protective measures required by the RSX RAL must be provided by the Borrower.



- 5.6 The Borrower or agent will ensure that vehicles and equipment used in the transport of the Loan Object(s) are of a suitable standard. The Borrower will take every care to avoid exposing Loan Object(s) to major changes in temperature or humidity, or to excessive vibration during transportation
- 5.7 Vehicles transporting Loan Object(s) from the RSX RAL will be staffed by two people and will not be left unattended at any time.
- 5.8 At no time may objects loaned to exhibitions be moved, dismantled, or otherwise interfered with in any way except with prior written permission from the RSX RAL.
- 5.9 The Borrower shall be deemed wholly responsible for any damage, deterioration, or loss to the Loan Object(s).
- 5.10 In the event of any damage, deterioration or loss to the Loan Object(s), the Borrower shall inform the RSX RAL immediately and confirm this in writing. The cost of any repairs or conservation work will be met by the Borrower. Written permission must be obtained from the RSX RAL before any work may commence.

### 6 Environment

- 6.1 The Borrower shall ensure that satisfactory environmental conditions are maintained in areas where Loan Objects are displayed, used, or stored.
- 6.2 Full records of temperatures, relative humidity and light levels may be requested by the RSX RAL prior to or during the Period of Loan.
- 6.3 The loan venue should have a controlled temperature within the range of 16 25 degrees C. Relative Humidity should be within the range of 40 60%, with no more than  $\pm$  5% fluctuation over a 24-hour period.
- 6.4 The Borrower must ensure that sensitive objects are not exposed to ultraviolet radiation or direct sunlight. Light sensitive material must be displayed in restricted light levels with a range of 50 80 lux. Other organic material must be displayed in light levels of no more than 300 lux. Inorganic material must be displayed in light levels of no more than 600 lux. UV radiation must be no more than 75 micro watts per lumen.

# 7 Security

7.1 The Borrower shall protect the loan venue(s) against fire, theft, vandalism and any other damage or loss.



- 7.2 The borrower shall at all times keep the Loan Object(s) in a fireproof building under 24-hour security to include without limitation the provision of an alarm system during non-opening hours.
- 7.3 When on display, framed works must be affixed to the wall with fixings approved by the RSX RAL, unless otherwise agreed in writing.
- 7.4 When on display, all objects must be inside locked showcases, unless agreed in writing by the RSX RAL.
- 7.5 The Borrower will be notified of any specific security measures required for particular Loan Objects. Details of how the Borrower proposes to meet these conditions must be submitted before the loan can proceed.
- 7.6 A UKRG Standard Facilities Report and Security Supplement will normally be requested.
- 7.7 Where Government indemnity is required, details of the loan will be submitted to the ACE Museums Security Advisor. In such cases the loan will only proceed if the Advisor approves the security and fire prevention arrangements at the loan venue(s). If the existing arrangements are insufficient, improvements will normally be recommended.
- 7.8 The Borrower will inform the RSX RAL immediately of any breach of security.

#### 8 Return

- 8.1 All Loan Objects lent to the Borrower under the Loan Out Agreement shall be returned to the RSX RAL, unless otherwise instructed in writing by the RSX RAL.
- 8.2 I agree to abide by this policy for the duration of the Loan out Agreement.

Name :	
Signature :	
For and on behalf of the :	
For and on benan of the :	
Date :	
Signed for and on behalf of the RSX RAL :	
Name :	Date:

### 9 Status

9.1 The status of this policy document, RSX DCP012-01 is APPROVED by the Board as of the 4 December 2023.