

THE ROYAL AIR FORCE MUSEUM'S POLICY FOR LOANS OUT

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THE ROYAL AIR FORCE MUSEUM'S POLICY FOR LOANS-OUT

Name of museum: Royal Air Force Museum

**Name of governing body: Trustees of the Royal Air Force Museum
Delegated authority given to the Senior Leadership Team (SLT) by the Board of Trustees for Collections related Policies and Procedures**

Date on which this policy was approved via SLT delegation: May 2022

Date at which this policy is due for review: May 2025

INTRODUCTION

1. The Royal Air Force Museum (RAF Museum) can only exhibit a proportion of its extensive permanent collections. As a National Museum, the RAF Museum has the responsibility to share its collections off-site with the public through the lending of accessioned objects for public display and exhibition to public institutions and organisations, and for research purposes, provided the safety and security of the object can be assured.
2. The objectives of the loans programme are:
 - To provide greater access to the Collection and reach new audiences, sharing the RAF story with everyone
 - To raise the profile of the RAF Museum and its Collection
 - To add cultural value to new and existing exhibitions based on a carefully considered proposal
 - To support academic research and new interpretations of the RAF story.
3. This policy addresses the loan of objects from the Permanent Collection only.

REQUESTING OBJECTS FOR LOAN

4. For parties interested in loaning objects from the Museum's Permanent Collection, enquirers should liaise with the Museum's Collections and Research team. Curators will be able provide information and advice, helping to identify suitable objects for loan. Any discussion or correspondence relating to these initial enquiries does not commit the Museum to the loan of any object.

ASSESSING REQUESTS FOR LOANS

5. The first step in the formal loan application procedure is for the potential borrower to submit a request through the online form on the Royal Air Force Museum's website <https://www.rafmuseum.org.uk/research/default/loans/loan-request/>. It is important for the potential borrower to complete all fields in this form as fully as possible to provide the Museum with the information it needs to decide on whether to grant the loan request. Incomplete applications will not

be accepted and will be sent back to the potential borrower to provide more information.

6. The Museum's priority is for objects to remain in the public domain and to be accessible. Therefore, the Museum normally expects objects on loan to be either on display or fully accessible to researchers for study purposes leading to publication.

Loans to Government departments and the armed forces are permitted providing the loan terms and conditions are met.

Loans to private individuals or commercial organisations will be carefully assessed and all loan conditions must be met.

The Museum will ensure all borrowers are able to provide an acceptable standard of care and security for its objects.

These stipulations will be waived only in exceptional circumstances, and then only with the approval of the Director of Content and Programmes or the Chief Executive Officer (CEO).

7. The Museum encourages interested parties to submit their applications at the earliest opportunity to provide the best possible chance to meet the request.

The minimum period of notice for requesting any loan within the United Kingdom is six months. For overseas loans, the Museum requires a minimum of one year's notice. The Museum may consider loan requests submitted with less than six months' (UK) /one year's notice (international) in exceptional circumstances.

8. Once the Museum has received the completed loans request from the potential borrower, it will be submitted to the Loans Committee's monthly meeting for approval. The prospective borrower will need to demonstrate:
 - The submitted proposal has thoroughly thought through all aspects of the loan
 - The environmental and security conditions of the venue meet the Museum's required standards.
9. The Museum will make every effort to fulfil loan requests but cannot make commitments which could overload resources. Requests for loans will be reviewed by the Loans Committee with advice taken from Collections staff on the viability of the loan.
10. The Museum will be transparent in handling loan requests including providing an explanation of any difficulties or delays, and full reasons behind any refusal to lend.
11. Where requests for reference material held within the Archive, Library, Film or Photographic collections are received from enquirers such as engineering and vintage restoration companies, such reference material will be provided in the form of copies rather than originals. The Museum reserves the right to charge a fee for this service and require a licensing agreement to be in place.

OBJECTS THAT CANNOT BE LOANED – EXCLUSIONS

12. The Museum will not loan out the following classes of objects:
- a) Those which are not owned by the Trustees of the Museum
 - b) Those which are in a fragile, poor, unstable or dangerous condition which makes them unsuitable for transport and display
 - c) Those which are inherently dangerous (e.g. radioactive objects, firearms) where the borrower does not have suitable licensing or resources in place to care for such objects
 - d) Objects which are on display or in use (or planned to be) within the Museum, and a suitable substitution is not practical / available
 - e) Original photographs, negatives, transparencies, cinematic film, videos, sound recordings and technical drawings
 - f) Any objects where the loan of the material would conflict with conditions of access agreed at the time of acquisition
 - g) Any objects where the display of the material conflicts with the stated mission of the Royal Air Force Museum
 - h) Any material closed to the public for reasons of security or confidentiality
 - i) Any object subject to a claim for repatriation
 - j) Material subject to legislative restrictions.

These rules will only be waived in exceptional circumstances, and then only with the approval of the Loans Committee.

OTHER REASONS FOR REFUSAL TO LEND

13. On occasion, the Museum may decide against lending with the main reasons being:
- The organisation making the request has been unable to furnish the Loans Committee with sufficient detail and / or strong enough reasons for loan
 - There is insufficient time/resource available for loan consideration and preparation
 - Concerns regarding environmental or security conditions
 - There are ethical issues in lending to a particular organisation/venue
 - There are concerns about the financial stability of a borrowing organisation.

DUE DILIGENCE

14. The Museum is committed to observing Due Diligence procedures, undertaking provenance checks to ensure good title, as per the Museum's Due Diligence Policy Due Diligence Policy (RAFM/DCM/2/6/32/1).

The Museum will not knowingly acquire, borrow or lend any works that have been illegally stolen, imported or exported out of the country of origin. The RAF Museum adheres to the 1970 UNESCO Convention (on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property).

CONDITIONS APPLICABLE TO LOANS-OUT

Costs

15. The Museum reserves the right to recover any costs associated with making a loan including (but not limited to) the following:

- a) Insurance
- b) Specialist packing
- c) Transport to and from the loan venue
- d) Any expense incurred by the Museum's couriers and installers including per diem rates
- e) Photography and conservation work carried out by the Museum prior to the loan
- f) Expenses involved in the regular inspection of objects on loan and the administration of loans including per diem rates.

The Museum is committed to keeping these costs associated with loans to a minimum. Any charges deemed necessary to enable a loan will be communicated with the borrower in advance of the loan agreement being signed.

Fees

16. Where an object is being loaned within the UK for exhibition/study and the purpose does not involve an element of commercial profit generation, no loan fee will be imposed. An administration fee will only be charged if the Museum feels the processing of the loan will take additional time beyond that deemed reasonable. Any administration fee will be communicated in advance.

17. Where the object is being loaned for purposes involving an element of commercial profit to the borrower the loan will be subject to a loan fee in addition to any loan administration costs.

18. Loans to museums and galleries overseas may be subject to a loan fee in addition to any loan administration costs. Setting of fee levels is the responsibility of the RAF Museum's Senior Leadership Team.

Period of loan

19. The loan of objects will be for a specific time period that will be determined by the purpose of the loan. The maximum period for loans to different institutional types is as follows:

Institutional type	Maximum loan period
Commercial/non-public institution/individual	6 months
Armed Forces/Government dept/office	12 months
Non-accredited museum/gallery	2 years
Accredited museum or gallery/museum or gallery working towards Accreditation status	3 years
International museum/gallery	5 years

The Museum understands that for loans of large items such as aircraft, marine craft or vehicles, the investment from the borrower will be significant. The loan term for these items will be considered on a case by case basis up to a five-year loan period.

No loan agreement will exceed five years but the option to renew an existing agreement will be considered subject to the completion of a successful review. The review will include the re-submission of UKRG Facilities Reports, condition reports and, where needed, a loan inspection carried out at the Borrower's expense.

Insurance & Indemnity

20. The RAF Museum is unable to accept Government Indemnity Scheme (GIS) cover. Therefore, the borrower must meet the requirements applicable to their status as detailed below.
21. Where the borrower is a UK National Museum the arrangements under the GIS Guidelines for National Museums shall apply. The RAF Museum shall bear the risk of total loss and the borrowing National shall bear the risk of the cost of repairs in the event of repairable damage.
22. Where the borrower is an MOD funded museum or organisation, the RAF Museum shall bear the risk of total loss and the borrower shall provide a Letter of Comfort to cover the cost of repairs in the event of repairable damage.
23. Where the borrower is a UK non-National Museum, other heritage or non-MOD funded organisation (i.e. Officers' Messes), the Borrower will provide details of appropriate insurance cover which meets the RAF Museum's requirements:
- The insurance must be all risks for the full value of the object(s) in this loan agreement.
 - The insurance must be 'nail-to-nail' commencing from the moment the object(s) leave one of the RAF Museum's sites until it is returned to one of the RAF Museum's sites.

Environmental, security and transport

24. All objects from the Collection require particular conditions for display and storage. The RAF Museum will ensure that lighting, climate and security conditions and the availability of special facilities are sufficient for the loan to go ahead safely and securely. This will be expedited through the completion of the relevant UKRG Facilities Reports in advance by the Borrower and, in some

cases, a site visit and report by a member of the Museum's Collections Services team.

25. Handling techniques, environment and facilities required for all objects from the Museum's accessioned collection on loan will be specified on the Loan Agreement. The Borrower will be notified of any specific conditions required for objects. Details of how these conditions will be met must be supplied by the Borrower prior to completion of loan arrangements.
26. In the case of Stations, Units and Messes of HM Forces, a member of the Collections Services team or RAF Heritage Branch may visit the site to check whether the standard of care is adequate. Confirmation by other Armed Forces staff will not be an acceptable substitute. Extra security requirements may be stipulated on the Loan Agreement where the Museum believes them to be necessary.
27. For the transporting of loaned objects, the Museum must approve the transport agent and methodology for transport prior to the Borrower making any formal agreements with transport agents.

Damage or loss whilst on loan

28. The Borrower is responsible for the care and security of objects while on loan and must inform the Museum immediately if damage or loss to an object occurs and before the object(s) are moved. In the event of damage, the Borrower will meet the cost of conservation or restoration. In the event of total loss, the Borrower may be required to meet the cost of replacement, where applicable.

Cancellation during preparation of a loan

29. The Museum recognises that there can be valid reasons why a Borrower may cancel a loan before the object has been transferred. The Museum will nevertheless consider passing on any preparatory costs incurred as above.

Burden of risk in transit

30. When an object is delivered for outward loan the Borrower or the Borrower's agent will be required to sign an official dated Museum Exit form as proof of receipt. After this time, the object is the responsibility of the Borrower, as set out in the Exit Policy (RAFM/DCM/2/6/12/1).
31. In exceptional circumstances, the Museum may give written permission in advance for the Borrower to collect or return the object without a member of Museum or RAF Heritage Branch staff acting as courier. In these circumstances, the Borrower bears the risk for any damage discovered by RAF Museum staff upon inspection.

Credit line and exhibition/catalogue text

32. An acknowledgement reading 'On loan with the kind permission of the Royal Air Force Museum' and the Museum logo must be given on all exhibition labels and catalogue entries for objects agreed for loan under this revised policy. The Museum must be provided with two complimentary copies of any such catalogue or other publications associated with the loan.

33. The borrower must provide the Museum with copies of any exhibition labels and catalogue entries for objects on loan for approval prior to printing. The Museum reserves the right to request alterations to any text relating to objects on loan that it deems unsuitable and will provide support to the borrower to do this.

AUTHORISATION

34. Following approval by the Loans Committee, signatories for loan agreements will be as follows:
- a) For an object or group of objects valued up to £24,999, the Head of Collections and Research
 - b) For an object or group of objects whose value lies between £25,000 and £249,000, by the Director of Content and Programmes
 - c) For an object or group of objects whose value lies between £250,00 - £499,000 by the CEO
 - d) For an object or group of objects valued above £500,000 by the Chair of Trustees on behalf of the Board.
 - e) Any novel or contentious object, regardless of value, will be referred to the Board of Trustees for their approval.
35. When the Museum is lending to Stations or Units of HM Forces, the Station or Unit titular head's position must be given at the time of the loan request. If the titular head is not present at times when official loan documentation needs attention, subordinate ranks, who should also give their name, should sign such documentation on the titular head's behalf. Similarly, with government departments and other bodies the signatory should be a senior individual authorised to sign on behalf of the organisation.

MANAGEMENT OF LOANED-OUT

OBJECTS Loan documents

36. Upon completion of condition assessments, review of UKRG reports, and all arrangements have been agreed, the Museum Registrar will prepare a formal loan agreement. This document will set out the responsibilities and obligations of the borrower. The Loan Agreement must be signed by both parties and returned to the Museum Registrar, along with proof of insurance cover for the loan, prior to despatch of the objects.
37. The terms and conditions of the Museum's Loan-Out Agreement supersede any documentation the Borrower submits for the loan of objects from the Collection. The Museum reserves the right to ask for amendments to any terms and conditions produced by the Borrowing institution. An example of the terms and conditions applicable to all loans out can be found in Appendix A.
38. The approval and signing of the Loan-Out Agreement is to be carried out in accordance with the Authorisation section (paragraphs 33 and 36) of this policy.
39. All loan documentation will be in English and valid from the date of issue. Loan

documentation will be interpreted in accordance with English Law and any disputes will be determined in English Law Courts.

40. The status of all objects loaned for over a year will be checked on a regular basis:

- a) at a minimum, the Museum will obtain written assurance from the Borrower regarding the object's condition and continued security at the mid-term point of the agreement. The status check dates/requirements will be agreed as part of the loan conditions.
- b) in addition, Museum staff will visit and inspect objects at intervals to be decided by the Department of Collections Services.

RELATED POLICIES

Collection Development Policy (RAFM/DCM/2/6/3/1)

Object Entry Policy (RAFM/DCM/2/6/4/1)

Due Diligence Policy (RAFM/DCM/2/6/32/1)

Location and Movement Policy (RAFM/DCM/2/6/5/1)

Conservation and Collection Care Policy (RAFM/DCM/2/6/21/7)

Condition Checking and Technical Assessment Policy (RAFM/DCM/2/6/21/1)

Insurance and Indemnity Policy (RAFM/DCM/2/6/10/1)

Loss Policy (RAFM/DCM/2/6/13/1)

Object Exit Policy (RAFM/DCM/2/6/12/1)

Use of Collections Policy (RAFM/DCM/2/6/21/3)

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APPENDIX A

Conditions applying to outward loans:

Preliminaries

1. The Royal Air Force Museum, hereinafter referred to as the RAF Museum, agrees to lend to the Borrower the object(s) listed for display or research at the Borrowing Venue for the duration stipulated in this agreement. The object(s) will be returned to the RAF Museum at the end of this period. For long term loans, renewal of this agreement will be considered in line with the Loans Out Policy.
2. The loan object(s) shall remain the property of the RAF Museum.
3. The RAF Museum reserves the right to withdraw loan object(s) at any time during the period of the loan. In the case of aircraft loans, a six months' written notice period will be given. For all other objects, a minimum of one month's written notice will be given.
4. Failure on the part of the Borrower to comply with the conditions of the loan will normally lead to the withdrawal of the object from loan.
5. Reasonable access to objects on loan must be provided by the Borrower to staff of the RAF Museum for the purposes of inspection and/or repair. This may be at the Borrower's expense.
6. The Borrower is not permitted to lend loan object(s) to any third party. Objects may not be removed from the specified display area without the prior written permission of the RAF Museum with a minimum one month's notice. The Museum may send staff to oversee or remove objects from the specified loan display area and this will be at the Borrower's expense.
7. Should it be necessary to move loan objects from their original installed location, the Borrower must first contact the RAF Museum Registrar to gain permission to do so, except in the case of an emergency as stipulated at paragraph 38. In some cases, it may be necessary for the Museum to send member(s) of staff to either carry out or supervise the movement of loaned objects, at the Borrower's expense.
8. The Borrower must inform the RAF Museum immediately if there is any alteration in the Borrower's circumstances that impact on the ability to continue with the loan, for example any alteration occurs from the information supplied in the UKRG Facilities Reports submitted in accordance with the RAF Museum's approval process. For alterations in circumstances of loans to RAF and government departments, RAF Heritage Branch will immediately inform the RAF Museum.
9. The RAF Museum reserves the right to impose any other conditions appropriate to the venue or the objects loaned which it sees fit.
10. By signing the loan agreement the Borrower confirms that they have read and understood the Museum's Guide to Borrowing from the Royal Air Force Museum Collection, the Royal Air Force Museum's Policy for Loans Out and the conditions of the loan as stated on the loan agreement.
11. If the Borrower wishes to return the loan object(s) in advance of the agreed return date, the RAF Museum will consider each case on its merits and do its best to accommodate the request.

Insurance and Indemnity

12. The RAF Museum is unable to accept GIS cover. Therefore, the Borrower must meet the requirements applicable to their status as detailed below.
13. Where the Borrower is a UK National the arrangements under the GIS Guidelines for National Museums shall apply. The RAF Museum shall bear the risk of total loss and the Borrowing National shall bear the risk of the cost of repairs in the event of repairable damage.
14. Where the Borrower is an MOD funded museum or organisation, the RAF Museum shall bear the risk of total loss and the Borrower shall provide a Letter of Comfort to cover the cost of repairs in the event of repairable damage.
15. Where the Borrower is a UK non-National Museum, other heritage or non-MOD funded organisation (i.e. Officers' Messes), the Borrower will provide details of appropriate insurance cover which meets the RAF Museum's requirements:
 - The insurance must be all risks for the full value of the object(s) in this loan agreement.
 - The insurance must be 'nail-to-nail' commencing from the moment the object(s) leave one of the RAF Museum's sites until it is returned to one of the RAF Museum's sites.

Packing and transport

16. The cost of all the packing and transport of objects on loan from the RAF Museum will be borne by the Borrower.

17. The RAF Museum will usually carry out, or have performed by a specialist contractor, appropriate packing of the object for outward loan and this will be at the Borrower's expense.

18. Where the RAF Museum allows the packing of objects by a third party, the objects will not be released until the RAF Museum is satisfied with the standard of packing and of the security and protection of the objects on any vehicle.

19. Transportation for loans will be arranged by the Borrower. The Borrower must seek advice and approval from the RAF Museum on the appropriate specialist transport agent to undertake the transport at least two months in advance. Objects will not be released until the RAF Museum has approved the proposed method. The RAF Museum reserves the right to veto the Borrower's chosen transport agent to ensure conditions for the transport of the loan are met.

20. The RAF Museum will usually send at least one courier to accompany objects being delivered for or returning from outward loan. This will be at the Borrower's expense. The courier will supervise the movement, transport, handling and installation/deinstallation of the loan and retains the right to withdraw RAF Museum objects at any point in this described process if any concerns about the safety of those objects is not suitably addressed.

21. Unless specifically stated, the loaned objects must be transported in a covered vehicle which is suitably secure and equipped to maintain a stable environment. The transport vehicle must be manned by two people and never left unattended whilst containing the loaned objects. The transport team must carry with them a means of communication (e.g. a mobile phone) so they are contactable at all times.

22. Transport for loans should always be door to door, except when the loan is for an International Borrower where appropriate secure housing provided by the shipper must be utilised. For loans within the UK, overnight stops should be avoided, where practicable. When an overnight journey is necessary, the RAF Museum must approve the secure location for the vehicle and the objects in advance.

23. For the return journey the object(s) will be packed using the equivalent method and carrier as the outward journey - any change must be agreed in writing one month prior to the agreed return date between the RAF Museum and the Borrower. Particular transport requirements for different objects will be specified on the Loan Agreement.

24. For international loans, customs formalities and export licences are the responsibility of the Borrower; however, copies of associated documentation must be made available to the RAF Museum prior to the commencement of the loan and its return. Wherever possible, unpacking of loaned objects for customs inspection en route is to be avoided.

25. When loan object(s) is/are delivered for outward loan the Borrower or the Borrower's agent will be required to sign an official dated RAF Museum Exit form as proof of receipt. After this time the object(s) is/are the responsibility of the Borrower, as set out in the Exit policy (RAFM/DCM/2/6/12/1).

26. In exceptional circumstances the Museum may give permission for the Borrower to collect or return the object(s) without a member of the Collections Services Department or RAF Heritage Branch acting as courier. In these circumstances the Borrower bears the risk for any damage discovered by RAF Museum staff upon inspection.

Media and publicity

27. Photographs of the objects may be taken by the Borrower for condition assessment purposes. Photographs or other reproductions of the objects must not be made for commercial purposes by the Borrower or others without the prior written permission of the RAF Museum. The Museum will advise separately if there is any prohibition on Borrowers taking photographs for record purposes or exhibition publicity, or on visitors taking pictures for private study or enjoyment.

28. The RAF Museum permits the filming of loaned object(s), as part of a feature, on the Borrower's premises for press, social media and TV publicity on the following conditions:

- The Museum Registrar must be informed in advance of any arrangements or agreements made for publicity purposes. Full details of the company, platform and purpose must be supplied and approval from the RAF Museum given prior to any filming taking place.
- The loaned object(s) are not to be handled or moved
- A member of the Borrowers collections staff must be present to supervise
- Acknowledgement of the objects being on loan from the RAF Museum must be given, in some way, as agreed between the RAF Museum, the Borrower and the relevant media platform

- The RAF Museum must either be given a copy of or access to where the filmed content is to be published as soon as is practicable

29. The RAF Museum does not need to be informed if objects are appearing in the background to any filming where the loaned object(s) is/are not a feature or is not easily distinguishable.

Conservation standards

30. The objects must be kept in a secure building in areas adequately protected against extremes of temperature, humidity, light and vibration.

31. No RAF Museum object on loan must be stored or displayed near or above a radiator or any other heating or air conditioning device, or in direct sunlight, at any time.

32. The Borrower will ensure a stable environment is maintained for all objects on loan, as specified: {to be manually inputted Relative Humidity, Temperature, lumen }

33. If daylight cannot be fully excluded, control methods must be in place to reduce the lux levels to the specified level.

34. Loaned objects must not be operated, worn, entered into or climbed on without the prior written permission of the RAF Museum, in accordance with the Museum's Use of Collections Policy (RAF/DCM/2/6/21/3).

35. The Borrower will be required to maintain loan object(s) in a suitable condition for display. Dusting may be carried out by trained paid or unpaid staff only. However, no repairs, conservation or extensive cleaning may be undertaken without the prior written permission of the RAF Museum.

36. The RAF Museum will produce a Condition Assessment Report for all loaned objects in accordance with the Object Condition Assessment Policy (RAF/DCM/2/6/21/1), which will accompany the items so that the Borrower may satisfy themselves that they are fully appraised of any risks associated with the object. Items on long-term loan will be inspected by RAFM staff at agreed intervals and a Condition Assessment Report produced, at the Borrower's expense. Additionally, the borrower may be required to provide evidence that the environmental conditions are being met.

37. The RAF Museum must be informed immediately in the instance of the loss of loaned object(s) or of any damage to them of whatever nature including any such discovered on first receipt/delivery.

38. Should there be a high risk of damage to the loan object(s) (e.g. in an emergency), the Borrower is authorised to move the object and must inform the Museum Registrar as soon as the loaned object has been moved to a secure location.

39. If it becomes necessary to handle loan object(s) this must be planned in advance to ensure as little handling as possible. Nitrile or vinyl gloves must be worn as instructed by the RAF Museum, depending on the object.

40. For loan object(s) that are unable to be displayed in cases, these must be protected behind a barrier and out of reach to the public. The RAF Museum must approve the method of barrier well in advance of the loan.

41. For loan object(s) housed in exhibition showcases, the showcase must be locked and not opened after the loaned objects are installed, unless in an emergency situation to prevent damage or loss. For any other situations where there is a requirement to open the case, prior written permission from the RAF Museum must be obtained in advance.

Security standards

42. The Borrower must meet the safety and security conditions in Appendix Two of the National Heritage Act 1980, section 16. A copy of these conditions can be supplied on request.

43. The Borrower must provide in the UKRG Facilities Report Security Supplement submission details of their intruder detection and fire detection systems. This system must either demonstrate the capability to be monitored 24 hours a day by being connected to the emergency services, an alarm receiving system, or the Borrower must have a 24-hour security presence on site. For loans to RAF and government departments, assurance of security measures will be confirmed with RAF Heritage Branch.

44. The loan object(s) must be under regular surveillance by the Borrower's staff whilst open to the public.

45. For objects placed in display cases, the selected case must conform to current standards set out by BS EN356:2000 P4A and BS5544.

46. For paintings, the method of display and the security requirements must be agreed with the RAF Museum well in advance of the loan. The agreed method will consist of: {to be inserted }

47. The Borrower must inform the RAF Museum immediately should any breach in security occur at the loan venue.

Acknowledgement

48. As a minimum, an acknowledgement reading 'On loan with the kind permission of the Royal Air Force Museum' and the Museum logo must be given on all exhibition labels and catalogue entries for objects agreed for loan under this revised policy. The Museum must be provided with two complimentary copies of any such catalogue or other publications associated with the loan with any text about the object approved in writing by the Museum in advance.

49. The borrower must provide the Museum with copies of any exhibition labels and catalogue entries for objects on loan for approval prior to printing. The Museum reserves the right to request alterations to any text relating to objects on loan that it deems unsuitable and will provide support to the borrower to do this.

Emergency situations

50. The RAF Museum will inform the Borrower if it is a requirement of the loan for the object(s) to be included on the Borrower's emergency salvage plan as a priority for protection and recovery.

51. Should any emergency situation arise at the Borrowing venue where the loan object(s) are affected, the Borrower will inform the RAF Museum as soon as is practically possible and submit a full written report within five working days of the incident.

Confidentiality and data protection

52. Subject to the Freedom of Information Act 2000, the RAF Museum and the Borrower agree to treat any sensitive details relating to this loan agreement with confidentiality.

53. The Royal Air Force Museum holds personal data which provides an accurate record of provenance information of the objects held within its collection. The lawful basis for the processing and retention of this information is Legitimate Interest and Contract work. This data will only be used to ensure compliance in the Museum's legal responsibility to retain full provenance information in perpetuity. It will be held securely with physical and technological controls in place. It will only be seen by Museum staff on a regular basis. Personal data will only be shared in the event of an object being placed on loan or in the case of a disposal. The Museum's Privacy Policy can be found at <https://www.rafmuseum.org.uk/default/privacy-policy.aspx>

Force Majeure

54. The Borrower shall not be liable to the RAF Museum by reason of any failure or delay in performing its obligations under the Loan Agreement which is due to Force Majeure, where there is no practicable means available to the Borrower to avoid such failure or delay. If either the Borrower or RAF Museum becomes aware of any circumstances of Force Majeure which give rise to any such failure or delay, or which appear likely to do so, that Party shall promptly give notice of those circumstances as soon as practicable after becoming aware of them and shall inform the other Party of the period for which it estimates that the failure or delay will continue. For the purpose of this Clause, "Force Majeure" means any event or occurrence which is outside the control of the Party concerned (acts of God, wars, epidemics, fires, storms, lightning, earthquake, flood, insurrections, riots, civil disturbances, terrorism, legislation and any other cause which is not attributable to any act or failure to take preventative action by the Party concerned).

Approval of deviation

55. Any proposed deviation from this agreement is to be discussed with and agreed to in writing by the RAF Museum prior to implementation.

Governing law

56. The RAF Museum and the Borrower agree to attempt in good faith to resolve any dispute or claim arising out of or relating to this agreement promptly through their representatives.

57. This agreement is governed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.