OROYAL MUSEUM AIRFORCE MUSEUM



Guide to Borrowing from the Royal Air Force Museum Collection

Index	Page
Introduction	3
Who can borrow – lending principles	3-4
How to request a loan	4
The decision making process – approving the request	4-5
Loan costs	5
Packing and transport	6
Loan periods - renewing loans	6
Loan inspections	7
Movement of loaned objects	7
The borrowers responsibilities	7
Standard loan conditions	7-8
Appendices	
Appendix 1 – RAF Museum Loans Out Policy and Procedure	9-18
Appendix 2 – RAF Museum Loans request form	9-20
Appendix 3 – General security conditions and environmental	
conditions which apply under the Government Indemnity Scheme	21-23
Appendix 4 – Government Indemnity transport conditions	24-26
Appendix 5 – Government Indemnity food and drink conditions	27

Introduction

The Royal Air Force Museum (RAF Museum) is keen to communicate the story of the RAF through the objects in the collection and make these objects publicly accessible. As the collection is so vast, we are unable to put all of the objects on display. Loans are therefore an important tool in helping us make the national collection as widely accessible as possible.

This *Guide to Borrowing from the Royal Air Force Museum Collection* explains how potential borrowers can make a loans request. It also outlines the factors we will consider when deciding whether an object can be loaned and the terms, conditions and responsibilities of the borrower if the loan request is approved. In the Appendices you will find a copy of our Loans Policy, loans request form and Government Indemnity guidelines for security, environmental, transport and food and drink conditions. It is important to carefully read all these documents before submitting a loans request.

The RAF Museum operates within the guidelines set by the National Museum Directors' Conference (NMDC) and the principles laid out by the Museums Association (MA) as part of the *Smarter Loans* initiative.

Who can borrow – lending principles

All loans are subject to object availability and our terms and conditions. We will consider loans requests from any museum, gallery or public organisation. Our priority is for objects to remain in the public domain and to be accessible. Therefore, we normally expect loans to either be on display or fully accessible to researchers for study purposes leading to publication.

Loans to private individuals or commercial organisations are not usually permitted, unless the objects are made freely publicly accessible and all loan conditions are met. In a small number of cases loans to Government departments and the armed forces are permitted providing all loan conditions are met.

There are many factors we take into consideration when deciding upon authorising a loans request. These include, but are not restricted to:

- Will the objects be publicly accessible?
- Does the loan request support the aims and priorities of the RAF Museum?
- Merits of the exhibition/research proposal and the relevance of the objects requested to fulfil this
- Does the venue have suitable environmental and security conditions to safeguard the object?
- Are the objects in a suitable condition to travel?

- Can the borrower comply with the transport conditions set out by the Government Indemnity Scheme for National Institutions?
- Does the RAF Museum have the staffing resources available to fulfil the loans request?

How to request a loan

All loans requests within the United Kingdom should be made at least six months before the objects are required. For international loans we require one years' notice. Any request made with less than six months' notice will only be granted in exceptional circumstances.

Loan requests must be submitted via an online application on our website here: https://www.rafmuseum.org.uk/research/default/loans/loan-request/

Please complete this form with as many details as possible. We also require a completed UKRG Facilities Report to be submitted as part of the request. The UKRG reports can be accessed here:

https://www.ukregistrarsgroup.org/resources/ukrg-docs/

If you are unsure which objects you wish to borrow or what objects we have in the RAF Museum collection, it may be helpful to contact our curatorial team via askcollections@rafmuseum.org

Please note: We do not loan out photographs or film and sound material.

We encourage potential borrowers to arrange visits to view objects well in advance of the loans request being submitted.

An acknowledgment will be sent by the Loans Team within 20 working days of us receiving the request and a decision in principle should be made within two months. If you have any questions about the loans request process, please email these to Loan.Requests@rafmuseum.org

<u>The decision making process – approving the request</u>

Once a request has been received it goes through various stages of review before being approved. In the first stage the request is submitted to the RAF Museum Loans Committee, which meets every six to eight weeks. The Committee is made up of Curatorial, Collections Management and Collections Care staff and headed up by the Director of Content and Public Programmes. They will either provisionally approve or decline the request based on merits of the project the loan is being proposed for and the availability of staff resources.

If the request is approved at this stage, it is then passed back to the Department of

Collections Services to assess the environmental conditions, security and display facilities of the venue. Once these assessments have been successfully completed the Registrar will draw up the loan agreement between RAF Museum and the borrower.

If any issues arise in the suitability of the proposed venue to house the object, RAF Museum will work with the borrower to explore alternative options. In the unlikely event the venue is deemed a completely unsuitable environment for the objects; the Museum Registrar will inform the potential borrower that the loans request has been declined.

Loan costs

Before submitting a loan request, potential borrowers should consider whether they have sufficient funding to cover loan costs. These can include:

- Insurance
- Specialist packing
- Transport to and from the loan venue
- Any expenses incurred by the Museum's couriers and installers
- Photography and conservation work carried out by the Museum prior to the dispatch of the loan
- Expenses involved in the regular inspection of objects on loan and the administration of loans
- Photographs, transparencies or negatives supplied by the Museum for the purposes of reproduction in exhibition support material.

All charges made to the borrower will be at cost, kept to a minimum and communicated in advance.

All loans from the collection must be covered by insurance and this must be on a 'nail-to-nail' basis.

RAF Museum will charge a loan administration fee for international loans and loans to commercial institutions.

Packing and Transport

The borrower is responsible for arranging and paying for the packing and transport of loaned objects. This must be with a transport agent that has been prior approved by RAF Museum.

All transport must be carried out according to the Transport Conditions under the Government Indemnity Scheme and in line with the UKRG Courier Guidelines.

At least one RAF Museum courier will accompany the transport of all loans to oversee the object during transit and install them in their display case/area upon arrival. This will also be required for the return of objects once the loan has been completed.

Loan periods - renewing loans

The loan of objects will be for a specific time period such as for a temporary exhibition or a research project. 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	18 months
Non-accredited museum/gallery	2 years
Accredited museum or gallery/museum or gallery with working towards Accreditation status	3 years
International museum/gallery	5 years

No loan agreement will exceed 5 years but there is the option to renew an existing agreement subject to the completion of a successful review.

This will include checking the details of the existing loan, ascertaining that the renewal is in the best interests of the object and both the borrowing institution and RAF Museum and a condition check of the objects. For the condition check we will require photographs of the object and the environment it is placed in as well as condition report. We may also wish to send a member of staff to check the objects as part of the renewal.

On the successful completion of the review, a new loan agreement will be issued.

Loan inspections

When considering loaning objects from the RAF Museum collection borrowers need to plan for the cost of loan inspections. These inspections are subject to take place where renewal of a loan agreement is requested and for any loan exceeding an agreed period of two years.

The inspection will be carried out by members of RAF Museum staff and the borrower is responsible for the costs associated with the inspection. This cost will include travel, subsistence, and staff time.

Movement of loaned objects

Should it be necessary to move loan objects from their original installed location, the borrower must first contact the Museum Registrar to gain permission to do so. In some cases, it may be necessary for us to send member(s) of RAF Museum staff to either carry out or supervise the movement of loaned objects. In such cases, the borrower will be responsible for the costs associated with this including travel, subsistence, and staff time.

The borrowers responsibilities

When a borrower is in receipt of loaned objects they are bound by the terms and conditions set in our loan agreement and the Government Indemnity Scheme conditions. The RAF Museum loan agreement supersedes the inward loan terms and conditions of the borrowing institution.

The borrower must inform RAF Museum immediately of any changes affecting the loan agreement or the objects on loan.

Borrowers are required to credit loaned objects on display and in any published material as: By courtesy of the Trustees of the Royal Air Force Museum.

Standard loan conditions

Loan agreements comprise of a number of conditions setting out the requirements both the borrower and RAF Museum must adhere to. Although each loan agreement is unique, catering for the purpose and type of loan, there is a set of standard conditions that will apply to all objects on loan from the collection.

These are:

- 1. All reasonable costs associated with the loan will met by the Borrower.
- 2. The RAF Museum reserves the right to withdraw the objects at any time during the period of the loan. In particular, failure to comply with the conditions of the loan may result in objects being recalled. In the case of aircraft loans, a six month notice period will be given.
- 3. The Borrower will ensure that the objects are maintained in a suitable condition for display. Dusting may be carried out but no repairs, restoration, conservation or extensive cleaning may be undertaken without the prior written permission of the RAF Museum.
- 4. The RAF Museum must be informed immediately of the loss of the objects or of any damage to them of whatever nature including any such discovered on first receipt/delivery.
- 5. Artefacts must not be operated, worn, entered into or climbed on without the prior written permission of the RAF Museum.
- 6. The Borrower may not lend the objects to any third party neither may the objects be removed from the specified display premises without the prior written permission of the RAF Museum.
- 7. 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. For the return to the RAF Museum the Borrower will provide packing and transport equivalent to that used on the outward journey. The cost of all the packing and transport will be borne by the Borrower.
- 8. An acknowledgement to the RAF Museum (by courtesy of the Board of Trustees) must be given in all exhibition captions, labels and catalogue entries for the objects. Two copies of any published catalogue which includes entries for the objects must be provided for the RAF Museum.
- 9. Photographs or other reproductions of the objects must not be made for commercial purposes by the Borrower or other bodies or persons without the prior permission of the RAF Museum. Photographs of the objects may be taken by the Borrower for record purposes, for catalogues and for exhibition publicity unless a further condition below applies. The RAF Museum has no objection to photographs being taken by visitors for private study unless it is prohibited by a further condition set out below.

APPENDIX 1

THE ROYAL AIR FORCE MUSEUM'S POLICY FOR LOANS OUT

CONTENTS	Page no.
INTRODUCTION	2
REQUESTING OBJECTS FOR LOAN	2
ASSESSING REQUESTS FOR LOAN	2-4
OBJECTS THAT CANNOT BE LOANED – EXCLUSIONS	4
OTHER REASONS FOR REFUSAL TO LEND	4
DUE DILIGENCE	5
CONDITIONS APPLICABLE TO LOANS-OUT Costs Fees Period of loan Insurance and Indemnity Environment and Facilities Security Damage or loss whilst on loan Transport Cancellation during preparation of a loan Burden of risk in transit Credit line and exhibition/catalogue text	5-7 5 6 6 6-7 7 7 7 7
AUTHORISATION	8-9
MANAGEMENT OF LOANED-OUT OBJECTS	9
RELATED POLICIES	9
ΔΡΡΕΝΟΙΧ Δ	10-13

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: 14 September 2021

Date at which this policy is due for review: three years after approval

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 at 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	3 years
working towards Accreditation status	
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 resubmission 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.
- 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)

© 2021 Trustees of the Royal Air Force Museum

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 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 (RAFM/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.

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

INTRODUCTION

This procedure covers loaning out of accessioned objects for which the Museum is responsible, as detailed in the Loans Out Policy (RAFM/DCM/2/6/8/1), and is divided accordingly:

- 1. Request and Authorisation;
- 2. Preparation of loan;
- 3. Dispatch of loan;
- 4. Monitoring;
- 5. Renewal;
- 6. Return.

Each of these has been broken down into separate procedures. Please refer to the relevant procedure for the type of movement you wish to perform.

This is a living document to be updated as required through feedback on how procedures function in practise.

Roles and responsibilities for each activity are colour coded as follows:

Orange = Collections & Research team (C&R team)

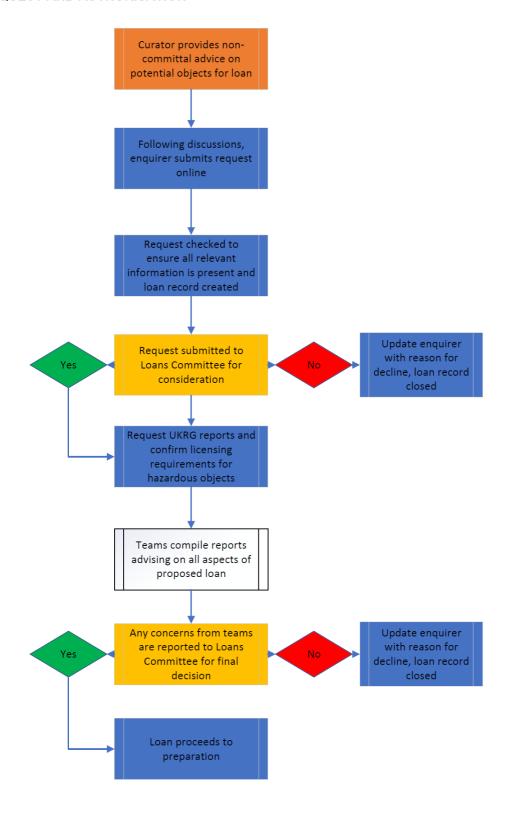
Blue = Collections Information team (CI team)

Yellow = Loans Committee

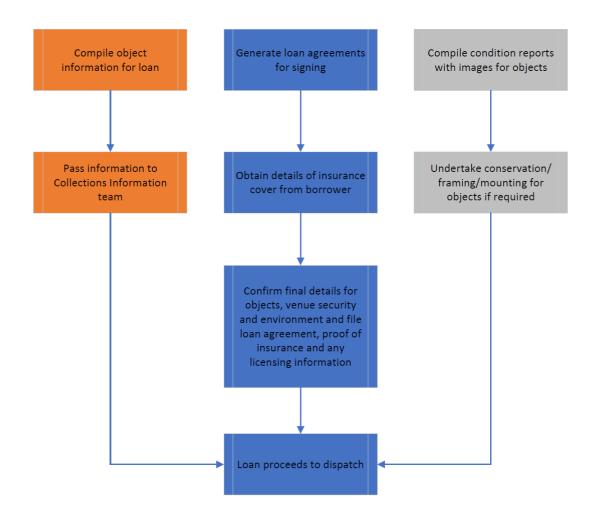
Grey = Collections Care and Conservation team (CCC team)

Black = Multiple teams comprising Collections & Research, Collections Information, Collections Care and Conservation

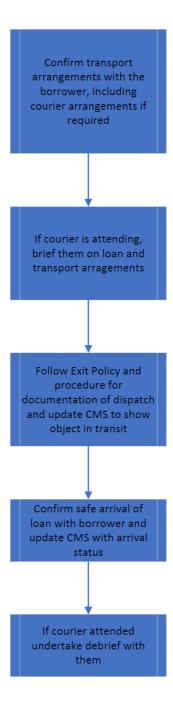
1. REQUEST AND AUTHORISATION



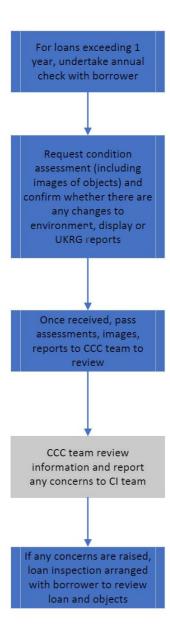
2. LOAN PREPARATION



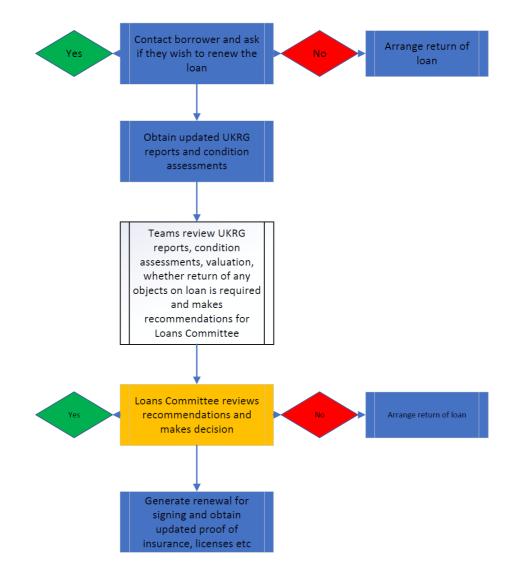
3. DISPATCH



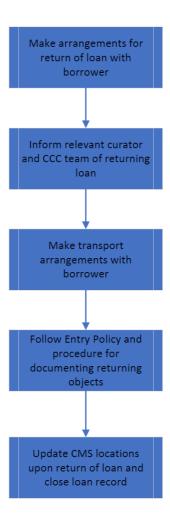
4. MONITORING



5. RENEWAL



6. RETURN



<u>APPENDIX 2 – RAFM loans request form</u>

The information we require for completing and submitting a loans request on our website at https://www.rafmuseum.org.uk/research/default/loans/loan-request/ can be found below:

Please ensure all fields of this form are completed. Incomplete forms will not be accepted as formal loan applications.

Contact

information

Organisation name Organisation address Full name of person making request Job title Telephone

number Email

Venue Details

If different from above

Have you borrowed any objects from the Museum in the past? (Drop down menu) yes, no If so, please supply details below (free text box)

List of item(s) you wish to borrow (including accession number(s) and brief description of object(s))

(Free text box)

Have you been in contact with the museum about this proposed loan? (Drop down box) yes, no If so, which member(s) of staff have you spoken with/emailed? (Free text box)

Purpose of Loan

The Royal Air Force Museum loans artefacts for the public benefit and to increase public access to its extensive collections through exhibition, display and research. Therefore, before committing to any loan, the purpose of the loan needs to be articulated.

What is the proposed purpose of the loan? (Drop down menu) Display, Exhibition, Research, Other

Please describe, in detail, the purpose of the loan including the subject of the exhibition/display/research project (Free text box)

How will the object(s) requested help to fulfil the purpose of the loan? (Free text box)

Will the object(s) be publicly accessible? (Drop down menu) Yes, No If answered no, please indicate the likely public benefit to be derived from the loan (Free text box)

Period of loan

Start date of loan (drop down box) End date of loan (drop

down box)

Facilities Reports

Please attach the following documents:-UKRG Facilities Report, UKRG Security Supplement, UKRG Display Case Supplement

APPENDIX 3

GENERAL SECURITY CONDITIONS AND ENVIRONMENTAL CONDITIONS WHICH APPLY UNDER THE GOVERNMENT INDEMNITY SCHEME

National Heritage Act 1980, section 16

- 1. The borrower shall at all times be responsible for ensuring that the greatest possible care is taken of the indemnified object.
- 2. The indemnified material must be accommodated in a strong building which has well- protected windows, doors and skylights. The building must also provide appropriate control for the indemnified material.
- 3. The whole of the building must have an automatic fire detector system fitted by a NACOSS (National Approval Council for Security Systems) or SIA (Security Industry Authority) approved alarm company which is serviced annually and maintained in good working condition.
- 4. At night, or when the building is closed or not otherwise in normal use, there should be either an agreed level of night guarding by security staff within the building and/or an intruder detection alarm system which covers all possible routes into the building including windows and rooflights. The alarm system should be fitted by a NACOSS or SIA approved alarm company and should be serviced twice annually and maintained in good working condition.
- 5. The intruder and fire detection systems must be connected by a secure monitored signal to an alarm receiving centre unless they are monitored internally at all times by security personnel.
- 6. If, as the result of false calls, the police response to an intruder detection system is: downgraded; withdrawn; or if there is a failure which renders the system ineffective; or if the system cannot be re-set immediately; then guarding by trained personnel must be introduced until the police response is restored or the system repaired or re-set.
- 7. Environmental conditions must be maintained 24-hours a day, 7-days a week throughout the loan period from the time the indemnified object arrives until it departs from the loan venue.
- 8. Relative humidity, temperature and light levels should be monitored throughout the loan period in the space within which the indemnified object is contained.
- 9. Paintings, drawings and similar objects must be secured to walls by mirror plates and security screws, or if this is not possible for any reason, an acceptable alternative must be agreed with the Museums Security Adviser.
- 10. Small pictures, i.e. less than 450mm x 250mm (A3 including frame), must not be displayed near windows, fire escapes, or entrances and exits to the building.

- 11. Any indemnified objects including but not limited to unglazed paintings, fragile or sensitive material must not be mounted within two metres of a portal or doorway and there shall be at least 1 metre between the floor level and lowest part of the frame/works. They shall be protected by rope or other barriers which must be at least 1 metre from the exhibits or an acceptable alternative must be agreed with the Museums Security Adviser and the Environmental Adviser.
- 12. Small portable objects must be exhibited in locked display cases which should be fitted with anti-bandit laminated glazing meeting British Standard BS 5544 and EN 356 P3A. This glazing will be 11.3mm thick or greater The use of Acrylic or Perspex material may be permitted as an alternative provided its minimum thickness is 12mm If the material consists of gold, silver, jewellery, coins or medals or items which are especially valuable, the cases must be fitted with alarm devices. The cases must be secured in a manner approved by the Museums Security Adviser.
- 13. All indemnified objects must be displayed so that it is invigilated by trained personnel who are in line of sight and nearby the indemnified objects. This will normally mean at least one person to a room unless an acceptable alternative is agreed with the National Security Adviser. Warding or qualified staff must be constantly deployed in the exhibition rooms during the time the public is admitted and proper arrangements must be made for their relief for refreshment and other purposes. They must concentrate on the safety and security of the indemnified objects at all times.
- 14. When it is not possible to arrange for exhibition space(s) containing indemnified objects to be properly invigilated, it must be closed to the public.
- 15. There must be a form of drill, with which every member of staff is familiar, to cater for all emergencies.
- 16. An Emergency Plan should be drawn up and updated regularly and tested with practical exercises to cope with emergencies such as: fire; smoke; escape of water from tank, pipe or appliance; theft; robbery; vandalism; storm; explosion; terrorist act; political act; flood; riot; civil commotion; pest attack; earthquake; collision by aircraft or other vehicle.
- 17. Warding staff must be equipped with a means of communication to other members of staff.
- 18. When meetings, functions or other events are held in areas containing indemnified objects, consideration must be given as to an appropriate level of supervision.
- 19. Food or drink must not be allowed in the area containing the indemnified object except under arrangements approved by the National Security Adviser and Environmental Adviser of the Arts Council
- 20. The arrangements for formal openings, private views, staff parties and other such events, functions and so on must comply with all the above conditions.
- A In the event of loss or damage due to the specified conditions not having been observed the Secretary of State shall be entitled to conduct in the name of the

owner or lender the pursuit or settlement of a claim against the borrower or a third party or to prosecute in the name of the owner. The Secretary of State shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the owner shall give all such information and assistance the Secretary of State may require. These conditions are the minimum requirements of the Government Indemnity Scheme, but borrowers should be aware that some lenders impose additional conditions which the borrower will be required to meet for the loan to proceed.

January 2016

APPENDIX 4

GENERAL TRANSPORT CONDITIONS WHICH APPLY UNDER THE GOVERNMENT INDEMNITY SCHEME¹

National Heritage Act 1980, section 16

- 1. Any transport company used to move the object(s) must have proven experience in the transport of fragile and valuable artefacts with employees recognised and trained in the handling of such material and must be able to meet the conditions below and confirm this in writing.
- 2. When object(s) are sent out or brought in from abroad, the company used must have the ability and appropriate experience to handle consignments of valuable and fragile material. When the value of a single consignment exceeds a threshold determined by DCMS, tracking devices will be fitted to the object carry cases as well as the carrying vehicles. Company staff must be experienced in dealing with airport and seaport procedures and all necessary documentation.
- 3. The removal, packing, unpacking and transport of the indemnified object must be supervised by senior members of the transport company in consultation with the lender and/or borrower of the object or under the licence of the Department for Transport's Known Consignor Scheme.
- 4. Any vehicle, whether owned by a transport company or the borrower or the lender, used for the transport of indemnified objects must conform to the specifications in paragraphs 5 to 10 below.
- 5. Vehicles used should normally be closed vans (i.e. having solid sides and roof) with a windowless freight compartment separate from the driving cab. All vehicles should be equipped with good quality locking devices. Additional locking facilities may also be required, such as closed shackle padlocks. Any locking bars or external fittings must be secured with concealed or non-return screws or welded or riveted into place.
- 6. Vehicles should provide appropriate protection against vibration and shock and extremes in relative humidity and temperature conditions for consignments of valuable and fragile material. Air-ride suspension and climate control equipment may be necessary in appropriate circumstances. Environmental conditions should be monitored.
- 7. Vehicles have to be equipped with tracking systems and crew with appropriate means of communication radio or mobile for dealing with delays or emergencies.
- 8. Keys to the freight compartment should be kept separate from the vehicle keys.

¹Special circumstances apply to overseas transport. Overseas arrangements should be at least as rigorous as shown in these Transport Conditions. You should discuss air and sea transport arrangements with the Museums Security Adviser if you need advice.

- 9. Vehicles other than closed vans may be used in appropriate circumstances, e.g. the carriage of exceptionally large items which may demand the use of an open lorry with the load suitably covered. Furthermore, small consignments or single items may be carried by car, small van, taxi, train or air provided a sufficient number of couriers and or staff are in attendance.
- 10. All vehicles must be fitted with firefighting equipment appropriate to the load and the crew must be trained in its use.
- 11. Whatever method of transport is used, compliance with the operating conditions in paragraphs 12-19 is required.
- 12. A vehicle must always carry two drivers on long journeys, one driver and a courier on short journeys. The crew must be experienced in the handling of valuable consignments, responsible and capable of dealing effectively in an emergency situation.
- 13. Where a space on the carrying vehicle is limited, or where deemed essential for security control, a second escorting vehicle will need to be provided and equipped with radio/mobile telephone communications.
- 14. The route should be carefully planned and the addresses and telephone numbers of emergency services should be carried by the crews and accompanying couriers.
- 15. Ideally, the journey should be completed in one haul.
- 16. When a stopover is necessary arrangements must be made to lodge the vehicle and/or objects in secure premises which are protected by a 24-hour intruder and fire alarm system or under continuous supervision.
- 17. On no account should a vehicle be left unattended by the crew, even in an emergency.
- 18. Special circumstances may apply to some overseas transport, but arrangements must be no less rigorous than those specified above.
- 19. An effective 'no-smoking' policy should apply in respect of areas containing indemnified objects.
- A In the event of loss or damage due to the specified conditions not having been observed the Secretary of State shall be entitled to conduct in the name of the owner or lender the pursuit or settlement of a claim against the borrower or a third party or to prosecute in the name of the owner. The Secretary of State shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the owner shall give all such information and assistance the Secretary of State may require.

B These conditions are the minimum requirements of the Government Indemnity Scheme, but borrowers should be aware that some lenders impose additional conditions which the borrower will be required to meet for the loan to proceed.

January 2016

APPENDIX 5

FOOD AND DRINK CONDITIONS WHICH APPLY UNDER THE GOVERNMENT INDEMNITY SCHEME

National Heritage Act 1980, section 16

The general security and environmental conditions applying to exhibitions and displays covered by indemnity do not allow food and drink in the area containing the indemnified material <u>unless</u> arrangements are approved by the National Security Adviser and the Environmental Adviser of the Arts Council.

If it is not possible in connection with private views or other functions (such as formal openings, staff parties, concerts or dance events) to serve food and drink in spaces other than those containing indemnified objects the National Security Adviser must be consulted and the following conditions are likely to apply:

- 1. Food and drink is prepared and dispensed in a space <u>not</u> containing indemnified objects. No heat or steam generating equipment can be used or bottles uncorked in the space containing indemnified objects.
- 2. The serving and carrying of red wine in a space containing indemnified objects which are unglazed or uncased must be avoided.
- 3. Strict attention is given to the cleaning operation to ensure removal of residue of food and drink. Appropriate checks should ensure that chemical cleaning agents or extra amounts of water do not adversely affect environmental stability or the corrosivity of the atmosphere next to indemnified object.
- 4. Where practicable the installation of suitable barriers are required to prevent close approach to unglazed, fragile or sensitive exhibits. Such barriers must be a minimum of one metre distant from the indemnified object to provide a manageable sterile zone.
- 5. The deployment of adequate staff on invigilating duties in all exhibition spaces containing indemnified objects especially where barriers cannot be installed.

If arrangements are made incorporating the above together with any additional measures requires by the Arts Council the indemnity will remain valid. If, however, there are any doubts about arrangements or where it is felt that - indemnity may be affected or that different arrangements are sought, the National Security Adviser and Environmental Adviser must be consulted.

January 2016