

## Conditions of Loan (UK)

**W&A**

The Victoria and Albert Museum is one of the world's great museums, housing a vast collection of art and design reflecting every civilisation, style and subject. The collections cover two thousand years up to the present, in virtually every medium and from many parts of the world. It collects objects illustrating and documenting the history of art, craft and design as exemplified amongst others in the fields of books, ceramics, drawings, dress, furniture, glass, jewellery, manuscripts, metalwork, miniatures, paintings, performing arts, photography, prints, sculpture, silver, tapestries, textiles, toys, watercolours and woodwork.

### **Victoria and Albert Museum's Lending Policy**

The V&A encourages lending to exhibitions as a key means of making its collections more widely available to the public. The Board of Trustees of the Victoria and Albert Museum supports an active programme of loans from the collections and acknowledges the importance of allowing objects to be seen in new contexts by different audiences; and the value of research as a part of the exhibition process. The V&A actively encourages the use of objects from its collections to supplement other permanent displays and has a significant number of objects on long-term loan throughout the country, in regional galleries and historic buildings. At these venues V&A objects are used in a variety of ways either to complement existing displays or provide a link for a range of narrative themes on living, decoration, domestic furnishings and taste.

The V&A must balance the work involved in these loans with its own programme of exhibitions and gallery displays. Likewise, the benefit of increased public access to the object must be offset against the ordinary strains of packing, handling, movement and transportation. Loan requests are therefore subject to a formal approval procedure before objects are carefully prepared for exhibition.

This pamphlet explains how to apply to borrow objects, the approvals procedure, and the conditions which a borrower will be expected to meet in order for the loan to proceed. The procedure for long-term loans is explained at the end.

### **Preliminary Enquiries**

Curatorial staff are always happy to advise about the selection and general availability of objects for loan. We suggest that preliminary research should be carried out well in advance and we would welcome early discussions. Many objects from the V&A collections can be viewed on the V&A web-site (<http://images.vam.ac.uk>) but, where possible, we recommend an actual visit to view and discuss any objects under consideration.

### **Formal Request**

A formal request for loans should be made in writing to the Director at the V&A, and you should include as much of the following information as possible:

- Title of the Exhibition
- Exhibition venue(s) and dates
- Organiser's name, address and contact details (e.g. telephone, fax, e-mail)
- Scope of the exhibition
- List of objects requested, where possible quoting museum/accession numbers
- Reasons for inclusion of the V&A objects

(Any subsequent changes to these details must be confirmed in writing.)

Please note that, in the event of an object being withdrawn from the exhibition, the V&A will not normally undertake to provide a substitute.)

All loan requests will be acknowledged on receipt of a formal request.

### **Notice Period**

The approval procedure for loan requests involves consideration by the V&A's Collections Group, which meets monthly. In addition, the work involved in assessing objects and preparing them for loan must be scheduled in with the requirements of other V&A activities. It is therefore desirable that a formal request is received by the Director at the V&A no less than **six months** before the exhibition is scheduled to open.

Changes to or additions to the venues or the agreed object list will not normally be considered after the approval procedure.

## **Approving the Loan**

All requests are considered on their own merits. Curatorial staff will consider whether the object is relevant to the exhibition, whether it is already committed to another borrower, or whether it is central to a display in the V&A. Each object will be checked by the appropriate curator and conservator to decide if it is robust enough to travel and is suitable for display. The Registrar's Department will also check that the administration and preparation can be scheduled into the other work of the V&A. In normal circumstances we are able to provide the borrower with a decision within two months. Where objects are valued at £1,000,000 and above or are from certain restricted collections, further approval is needed from the Board of Trustees. Some loans from restricted collections may also require the approval of the Secretary of State before the loan can proceed.

As soon as a decision on the request has been made we will write to the Borrower to notify them of the outcome. This will confirm our agreement to lend in principle or, in the event of a refusal, will provide an explanation why the loan cannot be made or why specific objects are not considered suitable for loan. For loans that have been approved we will also provide costs for the preparation of the objects, information about photography and any courier requirement along with a UKRG Facilities Report. The Borrower will also be asked to give details of the insurance provision they plan to make to cover the loan, transport arrangements and, in the case of touring exhibitions, how they wish the costs incurred as a result of the loan distributed. A Display Information form will follow shortly. This will explain our minimum display requirements for the objects as part of the loan and should receive the attention of the Curator of the Exhibition and the Exhibition Designer.

The V&A submits all potential loans to the Museums Security Adviser, based at Museums, Libraries and Archives Council (MLA). The Security Adviser will either visit or send a questionnaire to each venue in order to confirm that the security arrangements conform to those laid down in the General Security Conditions (Appendix 1). If any arrangements are inadequate, the Security Adviser will usually make recommendations for improvement which normally must be followed in order for the loan to proceed.

## **The Loan Agreement - Responsibilities of the Borrower**

Once curatorial, conservation and security checks have been completed, the UKRG Facilities Report has been returned and display and insurance arrangements have been agreed, the Registrar will prepare a formal Loan Agreement setting out the responsibilities and obligations of the borrower in connection with the loan. If problems are foreseen with any of these requirements, it is helpful if they can be discussed as early as possible as the loan cannot proceed until the loan agreement is signed by both parties and returned to the Registrar.

## **Cost Covered by the Borrower and detailed in the Loan Agreement**

*The V&A normally covers the costs of administration of the loan.*

At the close of the exhibition, the Borrower will be invoiced for the following costs incurred by the V&A:

- Display preparations (time and materials)
  - e.g. Mounting and framing of prints
  - Display supports
  - Book cradles
  - Mannequins
- Condition assessment and production of Condition Statement
- Packing (time and materials)
- Transport (if undertaken by the V&A)

In addition, the Borrower will be responsible for the following costs, where applicable, and will contract directly with the appointed agent:

- Fine Art Agent fees
- Courier travel fares, accommodation and subsistence
- Insurance
- Bespoke packing cases (which are normally constructed by the Fine Art Agent to a specification provided by the V&A).

Since these costs can often form a large part of the exhibition budget, Borrowers must ensure that they have been anticipated.

## **Insurance/Indemnity**

Where the V&A is satisfied that all its conditions of loan will be met and the venue is approved by the Museums Security Adviser, the V&A is empowered to extend indemnity on behalf of the Department for Culture, Media and Sport (DCMS) under Section 16 of the National Heritage Act of 1980. This indemnity will only be granted where the loan is for the public benefit.

The Borrower will then be expected to accept minimum liability, defined as the cost of any loss or damage:

- £300 where an object is valued at less than £4000
- £300 plus 1% of the total value where the object is valued at £4000 or more.

If the MLA has already declined indemnity to the Borrower for the exhibition, it is the responsibility of the Borrower to notify the V&A of this. Indemnity may have been refused on the grounds that the arrangements for the exhibition are unsatisfactory in respect of any of the following: public access; security; transport; environmental control and monitoring.

It is the responsibility of the borrower to inform the V&A if it is a Designated Museum under the MLA designation initiative and which has opted for a minimum liability agreement of £5,000 within its financial year. Such a Borrower must meet the cost of loss or damage up to a limit not exceeding £5,000.

Otherwise, commercial insurance providing 'Values Agreed', 'All-Risks', 'Nail-to-Nail' cover will be arranged by the V&A, and the Borrower will be expected to pay the broker direct. Alternatively, the V&A is prepared to consider the Borrower's own insurance policy providing a copy is supplied for review well in advance and a certificate of insurance is sent before the objects leave the V&A.

### **For DCMS Government Indemnity Scheme details:**

**[www.culture.gov.uk/culturalproperty/governmentindemnity.htm](http://www.culture.gov.uk/culturalproperty/governmentindemnity.htm)**

## **Transport and Packing**

The V&A may offer to provide transport at the Borrower's expense. Otherwise, the Borrower must arrange transport which meets the criteria specified in the General Transport Conditions, Government Indemnity Scheme (Appendix 2). This will usually result in the appointment of an experienced Fine Art Agent to collect the objects from and return them safely to the V&A.

Objects will be packed by the Museum, and if a packing case is required to transport them, the Fine Art Agent will construct the case to the V&A's specification and deliver the case direct to the V&A for packing.

## **Couriers**

During the approvals process, the V&A will decide whether the complexity of the arrangements or the value or fragility of the object(s) require that one or more V&A couriers accompany the object(s) in transit and oversee condition-checking and installation/de-installation at the venue.

Where a courier is required, the venue will be responsible for the rail or air fares (Business class when accompanying objects) and the cost of accommodation and subsistence in a single room in a hotel near to the venue if necessary. The length of the courier's stay will be decided by negotiation.

The Borrower or his Agent may be required to provide an agreed level of subsistence to the courier(s) as soon as they arrive, to cover meals, travel costs and other reasonable expenses. Where this is the case, the exact amount will be specified in our Loan Agreement.

## **Condition Checking and Installation/De-installation**

If the objects are not to be installed immediately upon arrival, they should remain packed and be placed into secure, environmentally controlled storage to acclimatise overnight. The objects should not be unpacked or moved until the V&A courier arrives. The Borrower will be asked to sign a receipt for the loan on arrival at the venue.

At the point of installation, the Borrower will, with the V&A courier, check the condition of each object against a Conditions Statement provided by the V&A.

Objects must be installed by experienced technical staff. If a courier is present, installation should only take place under his/her supervision. Since display cases must not be opened after installation, labels should be prepared in advance.

Installation may not take place while areas of the exhibition are under construction. Seventy-two hours must be allowed to pass before installation after any painting, varnishing, or gluing of the exhibition area (e.g. walls, case exteriors) has taken place to ensure that objects are not affected by hazardous fumes.

Unpacked (i.e. empty) crates must be stored in a secure, waterproof and stable environment. Interior fittings must not be removed.

Objects should be de-installed, condition-checked and packed in the presence of the V&A courier.

Packing crates should be re-acclimatised to the conditions in the exhibition area a minimum of twenty-four hours prior to packing.

### **Display and Case Design**

As previously stated, the Borrower will be sent a Display Information form to complete which should be returned no later than three months prior to the commencement of loan. Designs showing the construction and locking mechanisms of the proposed display cases must be returned with the Display Information form. **Before completing this document the Borrower is advised to read the following three sections which detail the display, environmental and security conditions the V&A are prepared to accept for objects on loan to other institutions.**

If an object is framed, it must be screwed to the wall using security screws and a minimum of three mirror plates. The V&A may approve a different hanging method if full details are supplied to the V&A well in advance of the commencement of the loan. The wall or panel to which the framed objects are attached should be a minimum of 2 cm thick and the structure must be entirely stable.

NB. Works on paper are normally despatched in standard oak travelling frames.

If an object is to be displayed in a case, the case must be secure and lockable. It must also be stable, ensuring the object is protected from vibration and knocks, for example by being secured to the floor. All joins and doors must be dust-proof and the case air tight. All materials used to make the case must be completely inert, preferably metal and glass. No Medium Density Fibre Board (MDF) or compound wood should be used. Oil based paints should not be used in either the gallery or the display case.

Fabric used for the internal lining must have passed the "Oddy Test"\*. If the test is more than twelve months old, a retest will be required due to the changing make-up of many materials. The use of felt is not acceptable. Internal linings must be fixed with staples or equivalent and not glued. Any paint work or varnish to the exterior of the case should be completed at least seventy-two hours prior to installation of the object. The interior of the case should not be painted or varnished unless a minimum of three weeks has elapsed before the object is installed.

The case must be completely secure, access being controlled by means of locks or panels fixed with security screws, which are glued into position once installation has taken place. The case should not have internal lighting. Lights should be housed in a separate compartment to the object with a UV absorbent barrier between the objects and the lights. Access to the lights must not involve opening the case. Any glass used in the case must be a minimum of 7.5mm thick laminated glass. If the object is of high monetary value and/or very portable, the case must be made of laminated glass of at least 11.5mm thickness. The case should be fitted with alarms which respond to vibration and to interference with locking mechanisms. The V&A will not normally accept a case design which involves lowering a Perspex or glass box over the object.

Mounts or Supports that may be required for the display of the object will normally be constructed by the V&A, unless agreed otherwise. A detailed specification of the type of mount or support required should be provided by the Borrower in the Display Information form.

When borrowing a book, the Borrower must indicate how they would like it displayed e.g. horizontally or at an angle. A specific page opening should be indicated or, if possible, a selection of openings from which the V&A will choose according to the condition of the book.

The V&A will provide a book cradle, the cost of which will be borne by the Borrower. This cradle can be constructed using either Perspex or museum board. If you require the cradle to be a specific colour, one metre of this material must be supplied for each cradle at least three months in advance of the despatch date. The material must have passed the "Oddy Test"\*.

Large, free-standing objects can be placed on open display, providing that they are protected by a barrier that ensures that the objects are out of reach. With smaller objects that are placed on open display it may be necessary to secure them physically to a display plinth.

#### **Environmental Conditions - Relative Humidity, Light Levels, Temperature, Food and Drink**

The objects must be provided with a stable environment. Unless otherwise stated in the Loan Agreement, this will be a temperature in the range of 18-25°C and relative humidity in the range of 40-65% with fluctuations of no more than 5% within an hour. All humidity and heating controls must operate 24 hours a day during the period of the loan. Lights must be turned off in non-public hours.

Both daylight and fluorescent lighting must be filtered with a suitable UV absorbing material so that UV radiation is below 75 microwatts per lumen. Generally the following range of lux levels apply:

#### **Highly Sensitive 50 -75 lux**

Works of art on paper

Photographs

Textiles

Lacquer

#### **Sensitive 50 -250 lux**

Furniture

Painting on panel

Painting in oils

Plastics

Specific light levels for each loan object will also be provided in the Loan Agreement.

All environmental conditions must adhere to the Environmental Conditions which apply under the Government Indemnity Scheme (Appendix 1)

As previously stated, a Facilities Report, requesting information about the physical environment, will be sent to the Borrower for completion and return at least three months in advance of the beginning of the loan. However, if the V&A already holds a copy of a Facilities Report that has been completed by the Borrower and this report is no more than three years old, a new report will not be requested. All arrangements must adhere to the Food and Drink conditions which apply under the Government Indemnity Scheme (Appendix 3).

#### **Security and Safety of Objects**

The V&A will consult with the Museums Security Adviser before approving a loan. The Borrower may be required to answer questions posed by the Museums Security Adviser about security at the borrowing institution and will be expected to have undertaken any measures that he may recommended prior to the despatch of the loan.

As well as any conditions which the Adviser may recommend, trained security guards, who are paid employees, must be in constant attendance at all times when the exhibition is open to the public and during installation/de-installation. During installation and de-installation, only those individuals directly involved in the preparation of the exhibition should be admitted into the exhibition space and preparation area.

Once installation has taken place, the case must not be opened or the object(s) moved except with the express permission of the V&A Registrar or in an emergency.

No conservation work, framing, unframing, remounting or other treatment may take place without the written approval of the V&A Registrar, even in the case of an emergency.

All arrangements must adhere to the General Security and Environmental Conditions which apply under the Government Indemnity Scheme.

#### **Reproduction**

The Borrower will be sent an application form for photographic reproductions of the objects to be lent by V&A Images. The Borrower should indicate the uses for which the images are required. V&A Images will supply the images as soon as possible and will include an invoice for the hire and reproduction fees, where applicable. The Borrower will be granted selected reproduction rights free of charge. These will include:

- Reproduction usage in any catalogue for an exhibition associated with the loan
- Reproduction rights associated with any educational material directly related to any exhibition featuring the loaned material.
- Any publicity material related to any exhibition featuring the loaned material.

All other reproduction rights, including any merchandising and electronic uses, will be liable to a fee.

The Borrower should contact V&A Images directly for purchase rights for other uses (tel: 020 7942 2479/2483, fax: 020 7942 2482, e-mail: vaimages@vam.ac.uk). Charges for commissioned photography of loaned objects will be included in the loan billing and the Borrower will be advised in the original quotation. The V&A will only allow photography of loaned objects to be undertaken by the V&A Photographic Studio. Commissioned photography can take between 4 and 8 weeks. If Borrowers wish to use a picture for reproduction, they should allow sufficient time for photography to take place in order to meet their catalogue deadline. The V&A recommends that at least 4 months notice is given in this circumstance.

In line with current practice all new photography of V&A objects is undertaken as large format colour transparencies. If Borrowers wish to reproduce in black and white they should do so from the colour original.

All V&A pictures are issued subject to the Terms and Conditions stated in Appendix 4. Borrowers should note that if they hold pictures for longer than the agreed Date for Return they may be charged a holding fee for each complete week or part of a week after the Date for Return.

The V&A requires an image of all loan objects prior to despatch. If no existing image exists, the V&A will undertake to photograph the object, the cost of which will be borne by Borrowers.

Should the Borrower wish to use the colour transparency for the creation of postcards or posters for sale, permission should be sought from the V&A.

No photography or filming of individual objects for commercial purposes is allowed. General views of the exhibition which include V&A loans for press, publicity or educational purposes may be taken without permission, but lamps must not be placed nearer than 2 metres to any objects, and the objects must not be moved or touched without specific permission from the V&A.

All publicity material using the V&A images or the V&A logo must be approved in advance by the V&A.

### **Provision of Catalogues**

The Borrower must provide the V&A with a copy of any publication, catalogue, brochure or handlist for each Collection of the Museum which is lending and a copy for public use in the National Art Library. Catalogues should be sent to the Registrar within one month of the opening of the exhibition.

### **Acknowledgement**

The V&A's loan must be acknowledged on exhibition labels and in the catalogue as Victoria and Albert Museum, unless otherwise indicated in the Loan Agreement.

### **In Case of Damage**

Any damage or loss to the object, regardless of who is responsible, is to be immediately reported to the Registrar of the V&A. A telephone or fax report must be made immediately (tel: 020 7942 2635, fax: 020 7942 2639). The Borrower must ensure that a written report, condition report and photographs showing the damage are received by the Registrar at the V&A within 48 hours. In the unlikely event that any work is damaged during the loan, the Borrower will be expected to cover the necessary costs of inspection by V&A staff or the removal of the work from exhibition.

The cost of conservation work undertaken as a result of this damage will be borne by the Borrower as would any resulting depreciation in value.

Any theft or breach of security in the exhibition should be reported even if V&A objects are not directly affected.

### **Termination**

Termination of the loan must be made in writing to the Registrar. Even where the loan has been cancelled for valid reasons, the V&A will normally charge the Borrower for actual expenses incurred. These expenses may include the cost of conservation as well as packing, mounting and framing.

### **Changes to the Exhibition Date**

Applications for changes in the dates of the loan will be considered by the V&A. These applications must be made in writing to the Registrar no less than **two** months prior to the date which has changed.

### **Long Term Loans from the Museum**

The arrangements and conditions for long-term loans are generally the same as for short-term loans. Loan Agreements are usually reviewed every three years, at which stage the valuations of objects may be revised. The V&A may ask the Borrowers to confirm the presence and good condition of the loans, usually no more than annually. Spot-checks may be made to ensure that V&A loans are appropriately displayed and acknowledged.

Under certain circumstances, objects may be lent to reference collections, but it is usually a condition of loan that objects which are not on public display should be returned.

Variations in display stipulations can be made if objects such as furniture are to be displayed in a country-house-type setting.

The Registrar's Section at the V&A is always happy to advise about potential loans and to discuss any queries arising from the Conditions of Loan. Please write or telephone: 020 7942 2635 or fax: 020 7942 2639 e-mail: d.wright@vam.ac.uk.

## **APPENDIX I:**

### **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 material which is the subject of the indemnity.
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) 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 person(s) or a modern intruder detection alarm system which covers all possible entrances to the building. The alarm system should be fitted by a NACOSS approved alarm company and should be serviced annually and maintained in good working condition.
5. The intruder and fire detection systems must be connected by a monitored signalling device to an alarm-receiving centre or the emergency services 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 material 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 material 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 (including frame), must not be displayed near windows, fire escapes, or entrances and exits to the building.



11. Unglazed paintings, fragile or sensitive material must 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. If the material consists of gold, silver, jewellery, 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 material must be displayed so that it is invigilated by trained personnel. This will normally mean at least one person to a room, unless an acceptable alternative is agreed with the Museums Security Adviser.
14. 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 displayed material at all times.
15. When it is not possible to arrange for exhibition space(s) containing indemnified material to be properly invigilated, it must be closed to the public.
16. There must be a form of drill, with which every member of staff is familiar, to cater for all emergencies.
17. An Emergency Plan should be drawn up and updated regularly 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.
18. Warding staff must be equipped with some form of device by which they can indicate to other members of staff that there is an emergency situation.
19. When meetings, functions or other events are held in areas containing indemnified material, consideration must be given as to an appropriate level of supervision.
20. Food or drink must not be allowed in the area containing the indemnified material except under arrangements approved by the Museums Security Adviser and Environmental Adviser of the Museums Libraries and Archive Council.
21. Smoking must not be permitted at any time.
22. 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 owing 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.

## **APPENDIX 2**

### **GENERAL TRANSPORT CONDITIONS WHICH APPLY UNDER THE GOVERNMENT INDEMNITY SCHEME**

#### **National Heritage Act 1980, section 16**

1. Any transport company used to move the object(s) must have experience in the transport of fragile and valuable artifacts with employees 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. 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 loan material must be supervised by senior members of the transport company in consultation with the lender and/or borrower of the material.
4. Any vehicle, whether owned by a transport company or the borrower or the lender, used for the transport of indemnified material 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 and crew have to be equipped with appropriate means of communications such as fixed and/or mobile radio telephones for route monitoring and emergencies.
8. Keys to the freight compartment should be kept separate from the vehicle keys.
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 providing a sufficient number of couriers are in attendance.
10. All vehicles must be provided with fire fighting equipment appropriate to the load and the crew experienced 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 carry two drivers on long journeys, or one driver and a courier on short journeys. The crew must consist of responsible persons experienced in the handling of valuable consignments and capable of dealing effectively with 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 mobile radio/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 material in secure premises which are protected by a 24-hour intruder and fire alarm system or are 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 loan material.
  - A In the event of loss or damage owing 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.

### **APPENDIX 3:**

#### **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 section 16 indemnity do not allow food and drink in the area containing the indemnified material unless arrangements are approved by the Museums Security Adviser and the Environmental Adviser of the Museums, Libraries and Archive Council.

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

1. A strict enforcement of the ban on smoking.
2. Food and drink is prepared and dispensed in a space not containing indemnified material. No heat or steam generating equipment can be used in the space containing indemnified material.
3. The serving of red wine in a space containing indemnified material which is unglazed or uncased must be avoided.
4. 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 material.
5. 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 object to provide a manageable sterile zone.
6. The deployment of adequate staff on invigilating duties in all exhibition spaces containing indemnified material especially where barriers cannot be installed.

If arrangements are made incorporating the above together with any additional measures required by the Museums, Libraries and Archive Council, the section 16 indemnity will remain valid. If, however, there are any doubts about arrangements, or it is felt that section 16 indemnity may be affected or different arrangements are sought, the Museums Security Adviser and Environmental Adviser must be consulted.

### **APPENDIX 4:**

#### **V&A IMAGES TERMS AND CONDITIONS**

##### **1. Definitions:**

- a) "VAI" means V&A Images, The Victoria and Albert Museum, Cromwell Rd, South Kensington, London, SW7 2RL, UK; Theatre Museum, 1E Tavistock St, London, WC2E 7PA, UK; Museum of Childhood at Bethnal Green, Cambridge Heath Rd, London, E2 9PA, UK.
- b) "Client" means the client named overleaf.
- c) "Picture" includes a photograph, transparency, electronic image or any other item which may be offered for the purposes of reproduction.
- d) "Reproduction" includes any form of publication or copying of the whole or part of any picture, altered or not, whether by printing, photography, slide projection, xerography, broadcast, artists reference/illustration, layout, presentation, electronic reproduction or recreation by any other means.
- e) "Date for Return" is the date by which the picture(s) must be returned.
- f) No variation of the Terms and Conditions set out here will be effective unless agreed in writing by both parties prior to the delivery of images or any license being granted.

**2. Research/Delivery/Return of Images:**

- a) The VAI Delivery Note lists all the pictures delivered to the Client whether analogue or digital.
- b) Transparencies are supplied on loan, prints are purchased and digital images should be deleted or destroyed after use.
- c) No property or copyright of any pictures, whether purchased or hired, will pass to the Client.
- d) A non-refundable fee for delivering reproduction quality images is payable by the Client for each request whether or not reproduction rights are required or granted:
  - £10 per 10MB jpeg image (image compressed from 50-60MB tif) delivered via FTP or £20 per 50-60MB tif image delivered by FTP
  - £35 fee for the first three images and £10 per image thereafter for transparencies and for 10MB jpeg files saved to cd
  - £60 fee for the first three 50-60MB tif images saved to cd and £20 per image thereafter

In addition, the Client will pay for VAT and delivery by post, bike, courier or any other special delivery arrangements requested.

*[2d. Not applicable to Borrowers of objects]*

- e) The pictures are presumed to have been received in good condition unless the Client informs VAI in writing of any discrepancy or damage within 5 days of the postmark date within the UK or 18 days of the postmark date for overseas post.
- f) Transparencies must be returned by the Date for Return given unless an extension of the loan period has been agreed in writing. If the Client holds transparencies beyond the Date for Return, it will be liable to a Rental Fee of £5.00 per picture per week until they are returned. Payment of the Rental Fee does not entitle the Client to retain the transparency after the Date for Return.
- g) The Client must return transparencies to VAI using any method affording proof of delivery and insured to the relevant level of compensation cover. Adequate protection must be given to transparencies in transit. A Delivery Note listing and totalling the returned pictures must be enclosed, with the VAI Delivery Note number clearly stated on the document.
- h) The pictures are the responsibility of the Client from the time the Client receives them until they have been returned to VAI. The Client will immediately inform VAI in writing of any known loss, misuse or damage to the pictures while in the Client's possession or that of a third party. If a transparency is not returned by the Date for Return, VAI, at its discretion, may presume it to be lost.
- i) The client shall be liable to pay compensation to VAI in respect of each transparency lost or damaged as specified at the rate of £100 per transparency. VAI reserves the rights to specify in writing to the Client at the time of the loan a different compensation figure for loss or damage to certain pictures. The Client is urged to take out insurance to cover the total value of the pictures delivered.
- j) A lost picture, which is later found, must be returned to VAI immediately. If it is undamaged, VAI will refund the Client the compensation fee less any rental fees which are due (see 1f above).
- k) A charge of £10 per image will be made for the replacement of transparency sleeves or masks, which are damaged or defaced while in the possession of a client.
- l) Pictures (both analogue and digital) shall not be altered, copied, stored in any medium, on-loaned or otherwise disposed of. The exception to this rule is when the necessity arises to forward images to out-house design or print companies. It is the responsibility of the client to ensure that the third party abides by VAI's Terms and Conditions.

**3. Reproduction rights (if and when licensed) are:**

- a) strictly limited to the terms specified on the VAI invoice (revised editions will require separate rights clearance)
- b) not granted exclusively to the Client unless clearly specified
- c) not to be assigned to any third party without VAI's prior written consent
- d) by way of licence and no partial or other assignment of copyright shall be implied

- e) permitted by VAI only when a fee for the reproduction has been agreed, an invoice issued and the total amount due paid in full by the Client.
- f) Until VAI has issued an invoice for the reproduction fee, neither party is committed to grant or to acquire rights for any image. After a fee is agreed and an invoice issued, there is a firm and binding contract whereby VAI is committed to grant reproduction rights and the Client to acquire them.
- g) Any reproduction prior to payment constitutes an infringement of rights and a breach of these Terms and Conditions entitling VAI to rescind the agreement and rendering the Client liable for the payment of damages.
- h) In the event of an unauthorised reproduction, the Client shall pay by way of liquidated damages to VAI a fee of £500 per unauthorised reproduction of each picture in addition to the normal fee for the reproduction.
- i) Pictures shall not be manipulated, altered or have any part deleted, by computer or any other technique, without the prior written consent of VAI. Such alterations of a picture are prohibited by the Copyright, Designs and Patents Act 1988.
- j) It is the Client who must satisfy themselves that all necessary rights, model releases or consents which may be required for reproduction, are obtained. It is acknowledged that VAI gives no warranty or undertaking that any such rights, releases or consent are or will be obtained whether in relation to the use of names, people, trade marks, registered copyright designs or works of art depicted in any picture. In the event that the picture is used or reproduced by or with the authority of the Client, then the Client shall indemnify VAI against any loss, damage, proceedings or costs where such rights, releases or consents have not been obtained.
- k) The Client must accompany any reproduction of a picture with the credit line or copyright notice given in the form of "V&A Images/Victoria and Albert Museum" and, where appropriate, the photographers name, unless otherwise agreed in writing by VAI. Clients who fail to credit pictures will be liable, to a surcharge of 100% on all reproductions which are not credited. VAI asserts the rights to a credit in accordance with sections 77 & 78 of the Copyright, Designs and Patents Act 1988.
- l) One copy of any publication, broadcast or electronic reproduction containing any reproductions of VAI pictures, is to be supplied to VAI free of charge, within two weeks of creation. Evidence of print runs, transmissions and web access must be made available to VAI on request.
- m) While VAI has taken reasonable care to identify, caption and orientate the pictures, it does not accept any liability for loss or damage incurred by the Client or third party caused by any errors connected therewith.

#### **4. Payment:**

- a) Payment terms are 30 days from the date of invoice. VAI may charge interest on the overdue invoice in accordance with English law.
- b) Credit card receipts will not be issued unless requested.
- c) If, after invoicing but before payment, the Client requests cancellation of the reproduction rights, VAI may at its discretion cancel, subject to the Client paying a cancellation fee of 20% of the invoice total or £200 whichever is higher.
- d) The Client agrees to indemnify VAI in respect of any claims, damages, loss or costs arising from the reproduction of a picture or the subject of a picture in a defamatory or misrepresentative manner or in any way that contravenes the Copyright, Designs and Patents Act 1988.
- e) On the Client's death or bankruptcy or, if the Client is a Company, in the event of a resolution, petition, or order for winding up being made against it, or if a Receiver is appointed, VAI may at any time thereafter inspect any records, accounts and books relating to the reproduction of VAI's pictures to ensure that the pictures are being used only in accordance with the reproduction rights granted to the Client.

#### **5. Legal Jurisdiction:**

This agreement is subject and construed according to English law and the parties agree to accept the exclusive jurisdiction of the Courts of England.

Last Revision 2004