

SOAS Gallery Collections Loans Policy			
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Note: All policies must be read in conjunction with all other SOAS policy, procedure and guidance documents. Printed copies of policies may not be the most up to date, therefore please refer to the policy pages on the SOAS external website or intranet for the latest version.

### 1. Statement of general principles

This Policy and the associated procedures apply to loans in relation to the SOAS Object and Artwork Collections managed by the SOAS Gallery and which do not form part of the SOAS Library Special Collections or other collections held by SOAS.

SOAS Gallery's (thereafter "the Gallery") Statement of Purpose is to support the mission of SOAS, University of London, which is:

To be a leading centre of excellence in research and teaching relating to Africa, Asia and the Middle East.

This mission represents the primary objective of the University, as outlined in its 2024/25 Constitutional Documents, Article II, which are accessible on the SOAS website.

The Gallery and its collections exist to support this mission, driving any future activities. The Gallery will uphold this mission by preserving, promoting and providing access to its objects and cultural collections.

The Gallery is committed to making its collections accessible in its own location as part of permanent or temporary exhibitions (lending to the guest curators), as well as offering loans to other museums and galleries.

It also aims to make its own and other collections available and visible through public display, in order to support research into, and increase public understanding of, the art, culture and heritage of Africa, Asia and the Middle East.

This policy has been written in accordance with the SOAS Gallery Collections Access Policy, Collections Development Policy and Collections Care and Conservation Policy. It is in line with the SOAS Special Collections Internal Loans Policy and the SOAS Special Collections Outward Loans Policy. It covers both inward and outbound loans.

### 2. Loans in

### 2.1 Loan conditions

The Gallery will accept items on loan from individuals or organisations, including other museums, both within the UK and abroad, for the purpose of temporary and long-term display, where no suitable alternative within the Gallery's collections or SOAS is available.

Items will not be accepted on loan if they are not required for display or use in support of teaching and learning, or likely to be so required in the foreseeable future. All loans will be approved by the SOAS Collections & Galleries Panel (SCGP).

Loans will only be accepted where the provenance of the loaned item(s) can be demonstrated; where the item is not stolen, illegally exported or illegally imported and where the lender is free to lend without any encumbrances, and where there are no third-party claims.

Unless the Gallery has requested the loan the Lender will be responsible for costs associated with the acceptance of the loan including but not limited to transport, conservation and insurance, the Gallery will be responsible for administrative costs.

Loan objects will normally be accepted only if in good condition, not requiring conservation and Gallery is able to offer a standard of care equivalent to that given to items in its permanent collection and has the available resources so to do.

### 2.2 Loan Agreements

In all cases a loan agreement in writing shall be signed by the Lender and an authorised representative of the Gallery.

Such agreements will usually be for a period of three years, and the maximum period in special circumstances may be up to a maximum of 10 years. In no circumstances will they be described as permanent loans.

Loan agreements may be renewed for a further period by agreement with the owner when they expire. The decision to renew the loan will be taken by the SCGP.

Items on loan will be recorded as loans on a computerised collections management system in like manner to items which are accessioned to the permanent collection.

Items may be accepted on a temporary loan basis for research, examination or assessment prior to a decision being made on acceptance of the item as a gift or longer-term loan.

## 2.3 Display

SOAS has multiple sites. If the Gallery wishes to display the loan Item at any location other than the location originally agreed, written permission will first be sought from the Lender.

## 2.4 Loss or damage

In the case of loss or damage to the item, the Gallery will immediately inform the Lender.

Except in the case of proven negligence on its part or the part of its staff, the Gallery does not accept liability for normal wear and tear, loss of or damage to or deterioration in the Item(s) lent.

#### 2.5 Termination

The Gallery or the Lender may terminate the loan with three months' notice in writing, with the terminating party responsible for any associated costs incurred.

# 3. Loans out

### 3.1 Loan conditions

Loans from the Gallery's permanent collection may be made. All loans must comply with the Gallery's loan conditions, relating to security, environmental and display conditions. All loans must be authorised by SCGP.

The Gallery will lend to public museums, galleries, libraries, archives, educational institutions, public and charitable bodies, and commercial organisations for appropriate purposes. If there is demonstrable public benefit in doing do, the Gallery may consider lending to any venue in the UK and abroad that provides public access and is able to meet our loan conditions.

SOAS Gallery will not lend knowingly to any exhibition or display that includes illicit traded materials which contravenes the UNESCO Convention on the Means of Prohibiting and Preventing the Illicit export and transfer of Ownership of Cultural Property, 1970.

The loan period shall be decided according to circumstances but will usually be for up to six months, and for a maximum of five years, after which the loan is reviewed and may either be returned or renewed. Renewal proposals may be accepted by the SOAS Gallery team.

Requests from UK and international venues must be received at least six months before the exhibition opening date. Requests for objects from within SOAS must also be received within the same lead in time. Loans will only be made if by so doing the Gallery's use of the Collections and its own exhibitions are not adversely affected.

Completed loan application forms will then be taken to the next SCGP meeting. These meetings are ordinarily quarterly.

## 3.2 Loan agreement

In all cases a loan agreement will be signed by an authorised representative of both the borrower and the Gallery. The agreement will refer to all conditions of loan, including the following:

- · Loan start and end dates
- Reason for loan
- Insurance and indemnity requirements
- Environmental and security conditions
- · Packing, and transport arrangements
- Reproduction information, including copyright
- Any other additional terms
- Costs, where applicable

#### 3.3 Loan refusal

The Gallery endeavours to remove all potential barriers to a loan but reserves the right to refuse a loan. The Gallery will seek to offer alternatives if possible. Reasons to decline the loan may include

- Short notice of loan request
- Condition of item
- Staff capacity
- The object will not be accessible to the public
- Specified conditions required for the objects cannot be met
- Inadequate justification for a particular object to be lent
- The object is on display at SOAS or elsewhere

### 3.4 Costs

The Gallery will cover the administrative costs of loans. The borrower will need to cover the costs of:

- Transport
- Courier fees, if applicable
- Packing (time and materials), if this needs to be done by external rather than gallery staff
- Insurance
- Any external conservation costs, where the item may require specific work to make it stable for loan.

### 3.5 Care

The Gallery will prepare a Condition Report with photographs before the loan is transported to the new location.

On return, if items are found to have been damaged or their condition has degraded in any

way, the Gallery will recover the costs of repair, conservation or restoration from the Borrower.

If an item(s) is lost or damaged, the Borrower must inform the Gallery immediately.

The object must be provided with a stable environment. Unless otherwise stated in the Loan agreement, this will be a temperature in the range of 16-25°C with fluctuations of no more than +/-5°C in any 24-hour period. Relative humidity should be in the range of 40-60% with fluctuations of no more than +/- 10% in any 24-hour period. Both daylight and fluorescent lighting must be filtered with a suitable UV absorbing material so that UV radiation is below 10 microwatts per lumen.

Any specific requirements or conditions will be provided within the loan agreement.

If requested by the Gallery, the Borrower will provide records of temperature and relative humidity before and/or at intervals during the loan period. If the agreed conditions cannot be maintained, the Borrower must inform the Gallery. If conditions do not improve, the Gallery may withdraw the items from exhibition.

#### 3.6 Termination

The Gallery or the Lender may terminate the loan with three months' notice in writing.

If the Lender choses to terminate the loan, this must be communicated to a Responsible Officer of the Gallery in writing. The Lender will be charged any costs incurred by the Gallery in support of the loan and its termination.

# 4. Glossary

**Archival Collection** means all archives (including papers, maps, photographs, film, audio and video tapes) held by SOAS which are administered by the Archives & Special Collections department of the SOAS Library, and which do not form part of the Object and Artwork Collection.

**Artworks** means works on paper, paintings, sculpture, fine art photographs and occasionally contemporary works in various media.

**Condition report** is record of an object's state of conservation. It typically includes a written description and photographic documentation of any damage, deterioration, or alterations to the object.

Gallery team is the Head of Galleries & Exhibitions and the Collections Officers

**Object** means any item not considered an artwork which forms part of SOAS's collection: permanent (recorded in the accession register); support; temporary (e.g., a loan); or those used for educational handling.

**Responsible Officer** means the Head of Galleries & Exhibitions or the Collections Officers or relevant deputy of either.

SOAS Collections and Gallery Panel [SCGP] is the designated governing body of the SOAS

Collections.

**SOAS Object and Artwork Collection** or 'the collection' means all objects, artwork and artefacts that relate to Africa, Asia and the Middle East held by SOAS which are managed by the Galleries & Exhibitions Office, and which do not form part of the SOAS Library Special Collections or other collections held by the SOAS Library.

**SOAS Special Collections** sits within the SOAS Library and houses an array of materials related to Asia, Africa and the Middle East. The collections include archives and manuscripts, SOAS business archives and digital collections.