

SOAS Special Collections Outwards 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. Introduction

SOAS Library, University of London (hereafter 'The Library'), welcomes applications from other institutions to borrow items from its collections for exhibitions (hereafter 'the Borrower'). Institutions wishing to request a loan are advised to read the following policy guidelines in advance of making a request, and to contact the Library at least 6 months before the opening date of exhibitions held in the UK, 12 months for exhibitions held outside the UK.

In assessing loan applications, we will consider the condition of the items, any planned use of the items by SOAS during the period of the loan, the importance of the items to the exhibition, the facilities of the institution submitting the application, and the resources available to expedite the loan. Loans will be contingent upon the Borrower satisfying the Loan Conditions, as detailed below, and any additional conditions specified by SOAS Library.

2. Scope of Policy

This policy applies to all applications for external loans (i.e. where the proposed exhibition venue is outside SOAS, University of London), for items from Special Collections, SOAS Library.

SOAS Library will consider applications for loans for public exhibitions only, where the borrower can meet our Loan Conditions (set out in Section 7) in full.

3. Submitting an application

Applications should be made by the borrowing institution (the Borrower) using the **Loan Application** form. Applicants will be asked to provide:

- the name of the borrowing institution
- venue for exhibition
- the name, position and contact details of the senior member of staff making the application
- title and dates of the exhibition
- the purpose of the exhibition and the role the Library's material is intended to play in the exhibition
- details of the items requested, including full Library's reference(s) - please consult Library catalogues <https://soas.on.worldcat.org/discovery>
- agreement to Loan Conditions, indicated by signature of applicant

The Borrower will be asked to provide a full **Facilities Report** with their Loan Application. The Library is happy to accept the UK Registrars' Group Standard Facilities Report, Security Supplement and Display Case Supplement, or appropriate national or institutional equivalents. Matters such as security, fire precautions, environmental conditions, specification of display cases, etc., must be considered adequate in the opinion of the Library, and additional information may be requested from the Borrower.

The Loan Application form and Facilities Report/s must be received by the Library **at least 6 months before the opening date of exhibitions held in the UK, and 12 months for exhibitions held outside the UK.**

Applications should be submitted to:

Special Collections
SOAS Library
Thornhaugh Street
Russell Square
London, WC1H 0XG
Tel: +44 (0)20 7898 4180
Email: special.collections@soas.ac.uk

4. Consideration and contract

Authority to approve loans rests with the SOAS Collections and Galleries Panel.

Following receipt of the **Loan Application**, a preliminary response will be communicated to the applicant as quickly as possible.

Detailed negotiations on the loan will then begin. The Borrower will be required to meet our **Loan Conditions** (Section 7) in full. The loan will also be contingent upon the Borrower satisfying any additional conditions specific to the requirements of each loan. These conditions will be embodied in a **Loan Agreement**, drawn up by SOAS and agreed by the Borrower, which will be prepared for signature by both parties.

5. Duration of loan

The maximum length of any loan is normally six months. Requests to borrow material for longer periods or for exhibitions at more than one venue in succession (i.e. touring exhibitions) will generally not be considered.

SOAS reserves the right to cut short the loan period if it deems that the items are deteriorating in any way, or are at risk of damage or theft, or if the Borrower otherwise fails to comply with the Loan Conditions in accordance with the terms of the Loan Agreement.

6. Cost of the Loan

The Borrower agrees to pay all expenses in connection with the loan, as determined by the Library. These expenses include, but are not limited to, the following:

- costs of the conservation or repair where this is deemed necessary for the items to be safely displayed
- preparation of condition reports
- independent valuation of the items for insurance purposes
- insurance of the items whilst in transit and on display at the exhibition venue
- the supply of appropriate supports, mounts or frames for display
- all costs associated with the packing and transport of the items, including agents' fees, vehicle hire and hire of packing cases, and provision of packing materials
- travel, accommodation and personal expenses for the Library's courier(s) at an agreed daily rate
- photography, digital scanning or other reproductions of the items made by the Library or by the Borrower for purposes in connection with the loan
- other costs incurred by the loan, as determined by the Library

All costs will be payable by the Borrower, **even if the application is later withdrawn or the loan refused.**

The Library will send the Borrower estimates of costs before any work is undertaken in connection with the loan. The Borrower will normally be invoiced direct by the Library's agents or sub-contractors. Invoices must be paid within 30 days unless otherwise specified. In the event that the Library makes a payment in connection with the loan, the Library will invoice the Borrower to reclaim these costs at the earliest opportunity and before the end of the loan period.

7. Loan Conditions

7.1 Compliance with international ethical standards

The Borrower will be asked to declare that no item in its collections or the exhibition, or the manner in which, the items are to be displayed, contravenes the International Council of Museums Code of Ethics. The Library reserves the right to terminate at its discretion and without notice, without cost, and without prejudice to itself corporately or individually any loan to any exhibition where the Borrower has inadvertently, deliberately or otherwise failed to disclose the provenance or lack of provenance of material to be exhibited alongside the items, or where the Borrower has acted so as to further or support the trade in illicit cultural property.

7.2 Insurance

The Library will value the material and insure it against *all risks* from the time that it leaves the Library until its return (*nail-to-nail*). This will be at the expense of the Borrower, who will be invoiced by the Library's UK broker. A copy of the policy and certificate of cover, together with the invoice for the premium, will be sent to the Borrower. At the Library's discretion, cover may instead be provided by the Borrower's national indemnity scheme. The Borrower must send the Library a copy of the indemnity conditions for approval, well in advance. In all cases, a certificate of cover must be received by the Library before the loan leaves the Library premises.

The cost of obtaining an independent valuation of the items requested for loan, which is required for the purposes of insurance, shall be met by the Borrower.

7.3 Conservation

If, in the Library's opinion, a conservation assessment of the items, or their professional repair is required prior to the loan, it will be a condition of the loan that the necessary repair and conservation work is first carried out by an approved conservator. The Borrower shall meet the costs of any conservation or repair work required by the Library.

No conservation work or alterations to the items should ever be undertaken by the Borrower.

7.4 Condition reports

The Library (or an approved conservator) will produce a Condition Report for each loan item, which will be signed (to agree the condition) by the Borrower immediately prior to installation and after de-installation. The cost of preparing the Condition Reports shall be met by the Borrower.

7.5 Packing, collection and transport

The Borrower will appoint experienced fine art shipping agents for the transport and forwarding of loans, and travel by the Library's courier. These appointments, and the decision over the means of transport, e.g. hand-carry, air-freight, road or train, must be approved by the Library in advance.

For loans outside the UK, the agents appointed by the Borrower will make all arrangements for customs and security clearance export licences for the items, as required.

The Library will arrange for the items to be packed before dispatch to the venue, liaising with the Borrower's agents as necessary.

The Borrower will bear the cost of all packing and transport, as detailed above.

7.6 Courier(s)

The Library will normally appoint a courier to escort the loan in transit, and upon arrival at the exhibition venue to undertake or supervise unpacking, physical examination, installation and de-installation of the loan items.

The courier will have authority over all business relating to the loan. If the Loan Agreement is breached the courier may, at any point, remove and return the material to the Library.

The couriers will travel in business class unless the Library agrees an exception.

The Borrower will arrange and pay for the Couriers' hotel accommodation and breakfast for an agreed number of nights (as a guideline we normally ask for 2 nights for Europe, 3 nights for Asia/US and 4 nights for Australia). On arrival, the couriers will receive a *per diem* cash payment to cover local travel expenses, food and sundries. The amount will be agreed in advance.

7.7 Method of display

All items must be exhibited in display cases approved by the Library for security and environmental conditions. Detailed information on the display cases must be submitted as part of the Loan Application. The Library is happy to accept UK Registrars' Group Display Case Supplement, or appropriate national or institutional equivalent. Cases should be constructed and any painting or internal finishes applied several months before use.

The Library may agree to exceptions for framed material, which must be secured to walls with approved security fittings.

The method of display for each item will need to be agreed with the Library in advance. Works on paper, manuscripts and books will require suitable cradles, mounts or supports.

Where the Library provides supports, cradles or mounts, this will be at the expense of the Borrower.

No mark in pencil, ink, paint or any other material may be made on any object(s), nor may any existing mark or label be removed. No adhesives of any kind may be applied to object(s). Labels must not be affixed to the items.

During the loan period, items must be kept in the locked display cases, except in the case of an emergency, until de-installation. Without explicit permission from the Library, no member of the Borrower's staff, visitors or any other person may handle the items.

7.8 Environmental conditions

The Borrower must maintain the environmental conditions agreed with the Library for the duration of the loan. For books and archival materials, these should fall within the range:

- Visible light less than 50 lux; UV less than 75 microwatts/lumen
- Temperature 16-19°C with fluctuations of no more than +/- 1°C in any 24 hour period
- Relative humidity 45-55% with fluctuations of no more than +/- 5% in any 24 hour period

If requested by the Library, 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 Library. If conditions do not improve, the Library may withdraw the items from exhibition.

Smoking, eating and drinking must not be permitted in the exhibition display area and adjacent areas, during the exhibition itself and while the display is being installed and de-installed.

7.9 Security

The exhibition venue must be safe and secure in all respects and adequate safeguards put in place before any items are released on loan. The Library requires all Borrowers to provide details of the security of their venues by completing the UK Registrars' Group Security Supplement, or appropriate national or institutional equivalent to satisfy this requirement.

The venue should be attended by security staff in numbers adequate to ensure the safety of the items, during public hours and when closed to the public. Constant invigilation should take place during public hours, including during private functions.

Items should be displayed in locked display cases or affixed to walls using security fittings and fixings. Alarmed display cases are required for the display of valuable and delicate objects.

7.10 Emergencies or damage while on display

In the event of an emergency or loss or damage to the items, the Borrower will contact the Library immediately. A written report, photographs, and police report where applicable, will be sent as soon as reasonably practicable following any such event.

If the items are damaged during the loan period, the Library will have the right to inspect the damage and reserves the right to retrieve the items immediately. The Borrower will bear all costs relating to this including any restorative treatment to the items and all travel and accommodation expenses for the Lender's representative, equivalent to those provided to the courier in section 7.6.

7.11 Photography and use of images

Digital reproductions of the items required by the Borrower may be ordered in advance from the Library, at the Borrower's expense.

All further requests for reproductions of the items and publication rights should be made to the Library, in advance and in writing.

The Borrower agrees not to allow the items to be photographed, digitally scanned, video recorded, televised or reproduced in any way for commercial purposes during the loan period without the prior written permission of the Library.

7.12 Acknowledgements

All items on display must have the acknowledgement, 'SOAS Library, University of London', and a full SOAS Library reference. This extends to the use of the items in any publication or media coverage arising from the loan (subject to permission to publish being sought, as detailed above).

7.13 Catalogue and visitor numbers

The Borrower will send **two** complimentary copies of the exhibition catalogue to the Library.

The Borrower will also provide final visitor figures at the close of the exhibition, and details of any publicity or media coverage.

7.14 Cancellation

The Library retains the right to withdraw or cancel the loan at any time, for any reason provided for under the final Loan Agreement. The Borrower will bear any reasonable costs associated with this.

8. Resources

UK Registrar's Group

Guidance and templates for facilities reports

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

UK Government Indemnity Scheme

<https://www.gov.uk/government-indemnity-scheme>