



Loan Policy

Governing Body: The Board of Directors of the De Morgan Trustee Company Limited

Registered Charity No. 310004

Registered Company No. 016914254

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1.0 Introduction

- 1.1 This policy covers the loan of all paintings, ceramics and any other objects from the collection of the De Morgan Foundation (the Foundation) for any period of time, other than for conservation.
- 1.2 Under the terms of the Foundation's charitable scheme the Trustee of the Foundation has the power to lend any of the works belonging to the charity and to allow all or any of the works to be exhibited in any part of the world.
- 1.3 For non- UK loans the Foundation must seek permission from HMRC to temporarily export certain objects from its collection.
- 1.3 Loans are granted at the discretion of the Curator of the Foundation and the Board of Directors of the Trustee, the De Morgan Trustee Company Limited (the Board), taking into consideration the following:
- The purpose of the loan;
 - How the loan proposal supports our mission to provide access to the Collection;
 - Lead times and available resources to prepare the loan;
 - The availability of the objects requested;
 - Physical condition of the objects and suitability for travel;
 - Conservation requirements including whether the object is likely to exceed recommended exposure to light levels in any one given period;
 - Any risks to which the object is likely to be exposed and mitigation planned;
 - The facilities and security provisions made by the borrower whilst in transit and at the loan venue.
- 1.4 The Foundation's collection is small in number compared to many similar institutions, but of very high quality, and often extremely fragile. Therefore we insist on a very high quality of care for all loans we make and all loans must comply with our standard conditions which are outlined in section 4 of this document. Borrowers should be made aware that this can mean costs can sometimes be higher than they may have anticipated.

2.0 Principles

- 2.1 The Foundation frequently lends objects from the De Morgan Collection to public exhibitions or displays both in the UK and abroad. Lending plays an important role in the Foundation's ambition to promote the understanding, knowledge and appreciation of its collection to as wide an audience as possible.
- 2.2 The Foundation makes loans for the following reasons:
- To support the strategic objectives of the Foundation;
 - To widen regional, national and international access to the Collection;
 - To increase knowledge about the De Morgan Collection;
 - To increase co-operation and develop partnerships with other institutions.
- 2.3 Loans will not be made in circumstances which might damage the Foundation's standing and reputation.
- 2.4 Borrowers should be able to make a coherent and cogent case for the loan.
- 2.5 The Foundation will not lend to any organisations which have, nor to exhibitions which include, objects known to have been stolen, illegally exported or illegally excavated. This is in line with the Foundation's ethical policy.
- 2.6 The Foundation will normally only lend to venues which are publically accessible.
- 2.7 The Foundation will not lend any object if movements in the course of the loan will provide too great a risk to its physical condition and / or if reasonable assurance cannot be given that the item will be returned in at least the same condition in which it was loaned.
- 2.8 The Foundation will not lend any object to parts of the world which are considered to be politically or otherwise unstable and will only lend if there is reasonable assurance that the item will be returned to the Foundation in at least the same condition in which it was loaned at the end of the loan period.

3.0 Procedure for borrowing

- 3.1 Decisions to lend are taken by the Board of Directors acting on the recommendation of the Curator.
- 3.2 **Initial Enquiries:** a prospective borrower may informally discuss the possibility of borrowing from the Collection with the Foundation's Curator.
- 3.3 **Making a formal request:** all formal requests for the loan of specific works should be made, in writing, to the Foundation's Curator including a complete list of desired objects, preferably using the Foundation catalogue reference numbers. A prospective borrower should include a completed UKRG Facilities Report, UKRG Security Supplement and continuous environmental readings for the same period as the loan in the previous year. The AAM Standard Facilities Report is also acceptable in place of the above documents.
- 3.4 **Timeframe:** loan requests must be made as early as possible and at least six months before the start date of the loan. This timeframe ensures that there is ample notice to plan for and facilitate the loan. For venues outside the UK the notice period for loans is 12 months. This will allow the Foundation time to request and be granted permission from HMRC to loan works abroad. We will not guarantee to consider any request for loan that fails to comply with the stated notice period.
- 3.5 The Foundation's Curator will contact the exhibition organiser to inform them of the outcome of the loan application once the Board of Directors has made a decision.
- 3.6 Where a loan is agreed the borrowing venue is required to complete a standard De Morgan Foundation Loan Agreement Form.

4.0 Standard Conditions of loan

- 4.1 Before any loan is agreed and dispatched various checks are made on the suitability of the facilities and security at a borrower's premises. These include checks on access routes into the exhibition space, environmental conditions (temperature, humidity, lighting etc.), the physical security of the building and the number and nature of security staff employed. In some cases we may require improvements to be made and where this is not possible the loan may be refused or withdrawn.

- 4.3 We may use the services of the UK National Security Adviser (Arts Council England) or an independent security consultant to advise us. The cost of which must be borne by the borrower.
- 4.4 The display method proposed by the borrower to secure the objects to the wall or in a display case must be approved in advance by the Foundation's Curator. Wall construction must also be checked and approved. Some works may require a physical barrier to be placed in front of them.
- 4.5 Some works may require special preparation for loan, particularly mounting, framing or glazing. Where this is required it will be organised by the Foundation, with the cost borne by the borrower.
- 4.6 All packing and transport must be undertaken using high specification vehicles with employees properly trained in the handling of works of art and in dealing with port procedures, import and export formalities and the like. All shipping methods, routes and shipping agents must be approved in advance by the Foundation's Curator.
- 4.7 We may ask for loans to be split between different shipments where the combined valuation of loans exceeds a particular threshold.
- 4.8 Under some circumstances the Foundation may appoint a courier to be present for all movements of the loan, packing and unpacking, installation and de-installation.
- 4.9 Each object will be accompanied by a condition report, which must be signed off by the Foundation's representative and the borrower's representative at each point of movement of the work; any changes to the works should be noted on the condition report.
- 4.10 Borrowers are required to provide Nail to Nail, Agreed Value and All Risks insurance which should include terrorism in transit cover or arrange full indemnity cover. The borrower must provide a copy of the full indemnity or insurance wording, in English, for approval well in advance of the transport date; a summary is not acceptable. Where there is a mix of indemnity and commercial insurance the insurance cover should match as closely as possible the terms of the indemnity. The Foundation reserves the right to appoint the insurance broker of its choice.

- 4.11 The borrower must include the Foundation's credit line for the loaned objects, on the object label, exhibition catalogue, related publications, press and publicity materials.
- 4.12 The borrower should provide the Foundation with two copies of any exhibition material including catalogues as soon as it has been published.
- 4.13 The Foundation will make available photographs for publication and publicity purposes. If new photography is needed the Foundation will arrange for this at the cost of the borrower.
- 4.14 All publicity, exhibition and catalogue text should be submitted to the Foundation's Curator for approval at least two months prior to printing / publication.
- 4.15 The borrower will provide the Foundation with regular reports with regards to visitor numbers, admission revenue and other commercial activity connected with the loan of the items, comparing where relevant for the same financial period in the preceding year.
- 4.16 The borrower will provide copies of all relevant publicity generated and collated no later than 3 months after the completion of the loan.
- 4.17 The Foundation may from time to time require the borrower to undertake visitor surveys or other methods of evaluation on the visitor response to the loan.
- 4.18 For a full list of the Foundation's terms and conditions please refer to the Foundation's Standard Loan Out Agreement.

5.0 Costs

- 5.1 The borrower is responsible for paying all the costs incurred by the borrower and the Foundation in connection with the loan of work/s for exhibition or display. This may include costs associated with assessing object conditions prior to the agreement of the loan.
- 5.2 The borrower will be asked to meet the costs of:
- Preparation of any necessary condition reports to assess suitability of loan;

- Preparation of condition reports at the points of delivering the art work and on return of the work(s);
- Any charges associated with access to the works of art whilst in storage for the purposes of undertaking condition assessments and packing of the art work;
- Costs of any conservation work deemed necessary prior to display of the object;
- Preparation of work/s (i.e. mounting, framing, glazing);
- Case transportation, hire or construction;
- Travel, accommodation and subsistence costs of the National Security Adviser or independent security consultant in the event that a visit to inspect the premises is required;
- Travel, accommodation and subsistence costs of any Foundation staff member or appointed representative visiting the venue to inspect the premises or condition of the work/s either in advance or during the loan;
- Travel, accommodation and subsistence costs of the Foundation's courier (if required);
- Transport, shipping and related costs incurred in transporting works to/from the Foundation's display space / storage location. (including any transfers between venues);
- Insurance premiums (for commercial insurance or indemnity deductibles);
- Costs associated with storing packaging materials for the duration of the loan;
- Costs associated with storing the works if not on display at any point during the duration of the loan;
- All costs as above relating to the return of the loan to the Foundation or its appointed storage facility;
- Costs incurred by Foundation in the preparation of works for loan in the event of early termination;
- The Foundation's time in administering the loan. This will generally be a one-off fee payable at the point of signing the loan agreement. NB. This fee may be negotiated / waved under exceptional circumstances taking into consideration the overall scope of the exhibition / loan and the conservation needs of the selected works.

6.0 Cancellation or Early Termination of Loans

- 6.1 The Foundation reserves the right to recall or cancel any loan, or part thereof, in the event of an emergency, or if the borrower undergoes a change of personnel, legal or financial control impacting severely on the performance of the borrower, or if the borrower is in default of any obligation under the Loan Agreement, or if the borrower has not remedied the default to the satisfaction of the Foundation or if the default is a fundamental breach of the Agreement.

7.0 Contact details for borrowing

- 7.1 If you would like to discuss a proposed loan or send a formal loan request please contact:

Sarah Hardy

Curator

De Morgan Foundation

Curator's House

Watts Gallery Estate

Down Lane

Compton, Guildford

Surrey, GU3 1DQ

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