

The Wallace Collection's Conditions of Loan

The Wallace Collection will insist on a very high quality of care for all loans we make and all loans must comply with our standard conditions of loan, and any special conditions of conservation, security, display or indemnity that may be applied to a particular loan. Borrowers should be aware that this can mean standards and costs can sometimes be higher than they may have anticipated.

Prior to formal approval of a loan, The Borrower must agree to meet the following Conditions of Loan:

1. Period of Notice:

The Wallace Collection requires as much notice as possible for loan requests and no less than twelve months.

Formal requests should be made in writing to the Director, the request should identify:

The Wallace Collection accession number

Title and dates of the exhibition

Narrative of the exhibition

The venue address and names of the key staff contacts

A clear rationale including strong curatorial argument and persuasive case for the loan

Formal loan requests are considered initially by the Wallace Collection's Loans Committee and then by the Board of Trustees, who meet quarterly.

Loan requests will be acknowledged upon receipt and formal decisions will be made within four months, however more complex cases may take longer.

Due to the unique nature of the Wallace Collection's galleries and internal resources, loan requests for up to three objects will be considered as a standard loan request. Loan requests for four or more objects will be considered a complex loan and will only be considered in exceptional circumstances.

2. Costs

The Borrower is responsible for paying all costs incurred by both the Borrower and the Lender in connection with the loan of objects. The Borrower will be asked to meet the following costs:

Prior to approval

• Conservation assessment costs if an external conservator is required to ensure object(s) are fit for travel

Prior to loan

- 1. A loan administration fee of £1,500 will be charged for oversees loans to non-UK Borrowers
- 2. A loan administration fee for commercial loans will be confirmed on approval
- 3. Art handling technician costs (hourly or daily rate per technician for decant, install, or rehanging associated with the loan or replacement of any objects coming off display)
- 4. Preparation of condition reports
- <u>5.</u> Preparation of objects for loan (mounting, framing, glazing, cradles, micro-climate enclosures, backboard)
- <u>6.</u> New photography or documentation
- <u>7.</u> Insurance premiums (for commercial insurance, indemnity deductibles, top-up or exclusions)
- <u>8.</u> When special Conservation treatment is required to make an object fit for loan, the costs may be passed onto the Borrower
- 9. Case hire or case construction

- 10. All transport, packing, shipping and fine art agent related costs incurred in transporting objects to and from the Wallace Collection (including any transfers between venues and to external conservation studios for treatment prior to loan as required)
- 11. Travel, accommodation and subsistence costs of the Wallace Collection courier
- <u>12.</u> Travel, accommodation and subsistence costs of the National Security Adviser in the event of a visit to inspect the premises
- 13. Travel, accommodation and subsistence costs of any Wallace Collection staff member visiting the venue to inspect the premises or condition of the objects either in advance or during of the loan
- 14. Valuation costs to establish insurance value if necessary
- <u>15.</u> Additional provenance research if necessary
- <u>16.</u> Image reproduction rights for objects on loan via Bridgeman Images uksales@bridgemanimages.com
- 17. Costs already incurred by the Wallace Collection in the preparation of objects for loan in the event of early termination; likewise, all costs as above relating to the return of the loan to the Wallace Collection.

After the return of the loan

- Art handling costs (if required) for the installation and redisplays required for the return of Wallace Collection objects.
- Removal of glazing (if required)

No expense in connection with the loan shall be borne by the Wallace Collection. The Wallace Collection will always endeavour to inform borrowers of any additional costs as early as possible.

When a loan would have a serious impact on our permanent collection displays, we may ask the Borrower to provide a special reciprocal loan at their cost in order to minimise the disruption to the Wallace Collection visitors.

3. Facilities and Security

Every loan made by the Wallace Collection must be approved in advance by the UK National Security Adviser (Arts Council England). The Wallace Collection uses the services of the National Security Adviser to advise us, and upon request in writing or by a visit from the Adviser, the Borrower must provide a Facilities Report including details of security and fire prevention arrangements at the Borrower's premises and put in place any additional measures which the Security Advisor or the Wallace Collection recommends.

Before any loan is agreed various checks are made on the suitability of the facilities and security at the Borrower's premises. These include checks on access routes into the exhibition space, environmental conditions (temperature, relative humidity, light levels), 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 withdrawn.

No cleaning, conservation work, framing, un-framing, mounting or other treatment can be done on the loan without prior written agreement from the Wallace Collection, even in the case of an emergency. Any damage to an object on loan must be reported immediately to the Wallace Collection's Registrar.

Once installation of the loan has taken place, the object cannot be moved, or display case opened without the written permission of the Wallace Collection, except in the case of an emergency.

All arrangements must adhere to the Annex D General security conditions and environmental conditions which apply under the Government Indemnity Scheme.

4. Environment Conditions

Loaned objects must be provided with a stable environment and should not be exposed to

fluctuations in temperature or relative humidity outside the agreed conservation limits for the specific loan(s).

Along with the Borrower's Facilities Report, comparative environmental readings (RH, temperature, light levels, UV exposure) should be provided to the Wallace Collection. The Borrower must provide a stable environment in all exhibition and storage spaces for the objects.

Environmental conditions for individual objects will be specified in the Wallace Collection Loan Agreement. More sensitive objects will require specific and tighter RH, Temperature, and light control (including UV-radiation exposure), depending on the materials, condition, and history of the objects.

Since the Wallace Collection is a mixed collection, the specification of stable environmental conditions and allowable ranges at the loan venue will be determined by the category/type of object. This will include its material constitution, conservation history, fragility and an <u>individual</u> assessment of the object's vulnerability to damage due to environmental factors. Specified environmental conditions and control will reflect best practice in principles of preventive conservation according to object type.

Loaned objects must not be exposed to direct sunlight and all lighting must be filtered with a suitable UV absorbing material so that UV radiation is below 75 microwatts per lumen

Objects must not be placed near radiators or any other heating or air-conditioning device.

All arrangements regarding the Environment must adhere to the Annex D General security conditions and environmental conditions which apply under the Government Indemnity Scheme

All arrangements must adhere to Annex F Food and drink conditions which apply under the Government Indemnity Scheme.

5. Display

The Borrower should supply all display information no later than 4 months prior to the commencement of the loan. The display must comply with the Wallace Collection display specification which will be supplied to Borrowers upon approval of their loan.

For display cases the Borrower should submit the UKRG display case specification form which should include construction and locking mechanism information. 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. All joins and doors must be dust-proof and the case air tight. All materials used to make the case must be completely inert.

If an object is framed, it must be secured to the wall with 3 fixings points and this will be agreed with the Registrar. Wall construction information should also be submitted by the Borrower to the Wallace Collection Registrar.

All paintings will normally need to be glazed prior to loan and then unglazed upon return to the Wallace Collection.

Mounts or supports that may be required for the display of the object should be constructed by the Wallace Collection, unless agreed otherwise.

Large, free-standing objects can be placed on open display, providing that they are protected by a barrier that ensures that the objects are a minimum of 1m away from visitors. With smaller objects that are placed on open display it may be necessary to physically secure them to a display plinth.

6. Insurance and Indemnity

The Borrower is responsible for organising the insurance or indemnity arrangements for the loan which must be discussed and approved with the Wallace Collection's Registrar.

Loans to National Institutions (UK)

For loans to other Exchequer-funded national institutions the Wallace Collection shall bear the risk of a total or partial loss and the national Borrower shall accept the cost of repairs in the event of reparable damage.

Loans to Non-National Designated Museums (UK)

Where the Borrower is a Designated Museum who has opted for the minimum liability arrangement the Wallace Collection shall bear the majority of the risk and the Borrower shall meet the cost of loss or damage up to a limit not exceeding £25,000 within its financial year.

Loans to Non-National Approved Borrowers (UK)

Where the Borrower is a non-national and approved borrower which has opted for the minimum liability the Wallace Collection shall bear the majority of the risk and the Borrower shall meet the cost of any loss up to £300 where the damage is less than £4,000 or the cost of any loss up to £300 plus 1% of the value of the – objects total value if the value of the damage is £4,000 or above. A copy of the policy wording must be provided for approval by the Wallace Collection well in advance of the transport date; a summary is not acceptable. Wallace Collection reserves the right to appoint the insurance broker of its choice.

Loans to Other Borrowers (UK and International)

The Wallace Collection will arrange for specialist Fine Arts insurance for the Loan against 'all-risks' and 'nail-to-nail'. The insurance value will be agreed by the Wallace Collection. The Wallace Collection's insurance broker will contact the Borrower directly. Costs for the Fine Arts Insurance Premium will be incurred by the Borrower and paid by the Borrower directly to the Wallace Collection's Insurance Broker.

As appropriate, the Wallace Collection may at its absolute discretion accept a Borrowers Indemnity under a National Indemnity Scheme.

7. Anti-Seizure Legislation, Combating Illicit Trade, Due Diligence

The Wallace Collection adheres to the 1970 UNESCO Convention (on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property).

As part of its Loan Agreement, The Wallace Collection will require all borrowers to "warrant, covenant and agree that it has no reasonable cause to believe that any object comprised in the exhibition in which the objects shall be displayed was stolen, illegally exported or illegally imported from its country of origin as defined in the UNESCO Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property, 1970".

The Borrower must not be aware of any matter or risk of third party claim which might impede the safe delivery of the object to, and the return of the object from, the Wallace Collection.

The Borrower shall ensure that the object qualifies for immunity or exemption from seizure under any relevant State statutes or laws providing for immunity or exemption from seizure of any objects of cultural significance and that all conditions required to be met pursuant to any such legislation for the objects to be immune from seizure have been or shall be met.

If the jurisdiction at the borrower's location does not include anti-seizure legislation, the objects will not be considered for loan unless a risk assessment has been carried out and it can be demonstrated to the Board of Trustees that the risk of seizure is acceptable.

The Wallace Collection's Due Diligence Policy

8. Packing, Couriers and Transportation

The Borrower must arrange transport which meets the standards specified in Annex E General Transport Conditions, Government Indemnity Scheme.

All transport of objects must be carried out by an experienced fine art shipping agent using high

specification vehicles with employees properly trained in the handling of objects and works of art and in dealing with port procedures, import and export formalities and the like. All packing movement, shipping methods, routes and shipping agents must be approved in advance by the Wallace Collection.

The Borrower should arrange for the loan from the Wallace Collection to be cased in a high-specification museum case or hire rental case. Packing will normally be undertaken by the appointed fine art transport agent and will always be overseen by Wallace Collection staff prior to dispatch to the Borrower and visa-versa at unpacking upon return to the Wallace Collection at the end of the loan period.

The Wallace Collection may require the transport agent to make site visits to the museum ahead of the loan to make accurate measurements and discuss packing with the Wallace Collection staff.

We may ask for UK owned and/or Wallace Collection loans to be split between different shipments for monographic exhibitions or where the combined valuation of loans exceeds a particular threshold.

Loans will be escorted by a courier who is to be present for all transport of the loan, movements, packing and unpacking, installation and de-installation. The cost for which will be covered by the Borrower.

9. Condition Checking, installation and deinstallation

All loan objects will have a condition report created prior to loan and checked upon packing which then must be signed off by the Wallace Collection Courier and the Borrower's representative upon unpacking of the object prior to install and upon deinstallation before packing. Any changes to the condition of the object should be noted on the condition report and photographs taken.

If the objects are not to be installed immediately upon arrival at the Borrower's venue, 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 Wallace Collection courier is present.

Objects must be installed by experienced technical staff and only under the supervision of the Wallace Collection courier.

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. Before installation after any painting, varnishing, or gluing of the exhibition area (e.g. walls, case exteriors), a minimum of 72 hours must be allowed to pass.

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

Objects should be deinstalled, condition checked and packed in the presence of the Wallace Collection courier.

Packing crates should be reacclimatised to the conditions in the exhibition area a minimum of 24 hours prior to packing.

10. Photography, Filming, Reproduction and Acknowledgment

The Borrower must include the official Wallace Collection credit line for loans on the exhibition label, in the exhibition catalogue and all related exhibition material.

No photography or filming of individual loans by the Borrower for commercial purposes is permitted. General views of the exhibition which include the Wallace Collection loans for press, publicity or educational purposes are permitted. The loan agreement will specify whether general photography by exhibition visitors of Wallace objects on loan is to be permitted.

The Borrower should contact Bridgeman Images <u>uksales@bridgemanimages.com</u> with any requests for photographic material, reproduction rights and high-resolution images. All images supplied are supplied subject to the Wallace Collection's terms of use.

The Borrower should provide the Wallace Collection with two copies of the exhibition catalogue as soon as it has been published.

11. Loan Agreement

Once the Borrower has agreed to meet the Conditions of Loan, and if the loan if formally agreed, a Wallace Collection Loan Agreement form, setting out the specific responsibilities and obligations of the Borrower, are issued by the Wallace Collection and must be completed and signed by both the Borrower and the Wallace Collection.

12. In Case of Damage

In the event of damage or loss to the object, regardless of who is responsible, the incident is to be immediately reported by telephone to the Registrar at the Wallace Collection. The Borrower must ensure that a written report, including condition report and photographs showing the damage are received by the Wallace Collection within 24 hours of the incident. In the unlikely event that any objects are damaged during the loan, the Borrower will be expected to cover the necessary costs of inspection by Wallace Collection staff or the removal of the objects from exhibition. The cost of conservation work undertaken as a result of any damage will be borne by the Borrower. No conservation work should be carried out by the Borrower without written permission from the Wallace Collection. Any theft or breach of security in the exhibition should be reported even if the Wallace Collection objects are not directly affected.

13. Cancellation or Early Termination of Loans

The Wallace Collection reserves the right to recall or cancel any loan in the event of an emergency, or if the Borrower undergoes a change of financial control impacting severely on the performance of the Borrower, or if the Borrower is in default of any obligation under the Conditions of Loan or Loan Agreement, or if the Borrower has not remedied the default to the satisfaction of the Wallace Collection, or if the default is a fundamental breach of the Agreement.

14. Long-term loans from the Wallace Collection

The Wallace Collection will lend to galleries, museums, public buildings and on occasion to other venues including commercial organisations for display on a long-term, renewable basis. Lent objects will be viewable to members of the public either permanently or by appointment.

The approval, arrangements and conditions for long-term loans are the same as for short-term loans. All venues will be reviewed in terms of security, access, display and environmental conditions.

Loan Agreements will be reviewed within a maximum timeframe of three years, at which stage the valuations of objects may be revised and the Wallace Collection will require a full condition check of the loaned objects.

Spot-checks may also be made within the loan period to ensure that loans are appropriately displayed, acknowledged and in good condition.

Six months' notice must be given for the return of long-term loans to the Wallace Collection.

List Relevant Policies

UKRG Facilities Report UKRG Security Supplement

1970 UNESCO Convention (on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property)
Government Indemnity Guidelines (Annex D Security and Environment Conditions)
Government Indemnity Guidelines (Annex E General transport Conditions)
Government Indemnity Guidelines (Annex F Food and drink Conditions)
The Wallace Collection Due Diligence Policy
The Spectrum Standard

Date of next review October 2027