

GLASGOW MUSEUMS' LENDING POLICY

Glasgow Museums is the operating and trading name used by the department that manages Glasgow City Council's museum collection on behalf of the City of Glasgow.

It forms part of the charitable company Culture and Sport, Glasgow (CSG), which also operates under the trading name of 'Glasgow Life'.

Glasgow Museums is committed to providing the widest possible access to the collection. We will consider all requests for loans carefully and respond to them promptly. This **Lending Policy** explains how loans are administered, how to apply, who is eligible to borrow, and the conditions that a borrower will be expected to meet in order for a loan to proceed.

Management and Administration

The management and administration of loans to and from Glasgow Museums is undertaken by the Loans and Touring Section, which sits within the Collections Management department and reports on the matter of loans directly to Glasgow Museums' Head of Museums and Collections. The Head of Museums and Collections has delegated authority to agree the loan of objects on behalf of Glasgow City Council (GCC) except for those loans identified under the heading of 'Notification' (see below) where additional permissions and consents are required.

Eligibility

A Borrower must be an Accredited (or equivalent) museum or gallery or other public gallery/venue that can meet the necessary lending conditions. Loans out with the criteria will require referral to GCC.

Preliminary Enquiries

Researching the objects for loan

Before submitting a formal request you are advised to contact us informally to discuss your loan with the relevant curator or research manager who will be pleased to assist. They will also be able to advise on any restrictions that may affect your capacity or eligibility to borrow (see ***Requirements for Borrowing*** below).

These discussions should take place well in advance of the formal loan request and where possible we would recommend a research visit to view and discuss any objects under

consideration. This may benefit from additional input from members of our Conservation department who will be able to advise on the objects' physical suitability for loan and help inform which objects are ultimately requested.

For details of who to contact please email or phone Edward Johnson
Edward.Johnson@glasgowlife.org.uk and telephone: 00 44 (0)141 276 9343.

Critical timescales

Once you have finalized your selection of objects we require a minimum of 12 months' notice, before the opening date of your exhibition or project, for paintings and works on paper, and any object from the Burrell Collection. At least six months' notice is required for all other objects.

Requesting the loan: the Formal Loan Request

A **formal loan request** to borrow should be made in writing to:

Mr. Duncan Dornan
Head of Museums and Collections
Glasgow Museums Resource Centre
200 Woodhead Road, Nitshill
Glasgow
G53 7NN

Requests should include the following information:

- title of the exhibition;
- exhibition venue;
- exhibition opening and closing dates;
- organizer's name, address and contact details;
- details of the object accession number, title/description, artist/maker requested;
- a summary of the aims of the exhibition, display or project;
- a statement of the role the object/s plays in conveying the thesis of the exhibition or facilitates the outcome of the project;
- an explanation of the contribution the exhibition or project will make to our understanding of the object/s; and
- evidence of the research supporting the selection of this object, referencing any preliminary communications with Glasgow Museums.

If this information is not provided your request may not be considered.

Your request will be forwarded to the Loans and Touring Section. We will acknowledge receipt of your request in writing within five working days, and notify you of our final decision within three months.

Approving the Loan

The request is discussed in three forums: initially at the Pre Collections and Research Meeting, then at the Collections Meeting, and culminating in the Collections and Loans Panel, chaired by the Head of Museums and Collections.

These meetings consider different aspects of the loan request, gathering and reviewing the necessary information as it is collated from the teams involved in delivering the loan.

Staff at the Pre Collections and Research Meeting review the Borrower's request along with the Curatorial Assessment of the request, and then consider the following:

- both the reason for, and quality of, the proposal;
- the research benefits and curatorial merit;
- legal restrictions on lending;
- whether the Borrower is an Accredited (or equivalent) museum or gallery, or if the Borrower meets the eligibility criteria set out on page 1;
- the availability of the object;
- the date since the object was last lent (usually restricted to once in every five years);
 - timescale – has the Borrower given us enough notice?
- the object's provenance and any resources required to research this further;
- the valuation status and any need for its review;
- the impact of the removal of the object upon the visitor experience and other educational programmes; and
- the wider benefits of the loan.

NOTE: Glasgow Museums will require copies of press coverage, visitor numbers and, where applicable, excerpts of project evaluation reports upon closure of the loan period.

The curator may contact you for additional information about your request, or advise you of information that may inform your decision to borrow. It is for this reason that contact with the curator prior to the formal request is strongly recommended.

The recommendations are tabled at the Collections Meeting which incorporates a wider body of staff whose departments are involved in delivering loans. This meeting will consider:

- the current work programme and staff availability – can it be accommodated?

Thereafter the Collections and Loans Panel chaired by the Head of Museums and Collections will either confirm approval to progress the loan in principle pending a conservation report or refuse.

Where there is a strong reason to lend, a conservator will carry out a **Conservation Assessment**. This will identify the physical risk to the object and its suitability for loan by assessing:

- the object's current physical condition;
- the duration, transportation, handling and installation requirements of the loan;
- any treatment/s necessary to make the object sound to travel and/or that will they maintain its condition;
- the time and cost of completing this treatment;
- photographic and display requirements (temperature, Relative Humidity and Lux level, display case/ barrier);
- packing specifications; and
- whether the object needs to be accompanied by a conservator courier rather than a general museums' courier.

Where necessary, the next iteration of the Collections and Loans Panel will consider both Curatorial and Conservation Assessments to determine if the benefit of the loan outweighs the ordinary strains of packing and transportation that the loan would impose to inform a final decision to lend or not.

Notification of decision to lend

We are normally able to advise the Borrower of the decision within three months. Some requests to borrow may, however, require additional notification, consultation or approvals from Glasgow City Council, Glasgow Life's Board and/or Directorate, which may take longer. These include:

- Permission from Glasgow City Council to lend:
 - Salvador Dali's *Christ of St John of the Cross*; ◦
 - to non-museum venues outside Glasgow.
- Permission from the Trustees of the Burrell Collection to lend objects from the Burrell Collection.
- Requests to borrow a large number of objects which may have a significant impact on displays or resources.

As soon as a decision is made we will write to the Borrower and notify them of the outcome. This will either confirm our agreement to lend '**in principle**' subject to conservation assessment and all conditions and costs being met, 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.

Where the loan is approved 'in principle' we will request a full **Facilities Report** detailing the Borrower's institutional details, building structure and operations, building access, exhibition area construction and staff operations, object care and management, and lighting, environmental and security arrangements. An example of the Facilities Report as approved by the United Kingdom Registrars' Group can be found at the following website:

http://www.ukregistrarsgroup.org/wp-content/uploads/2015/12/UKRG_facilities_report.pdf

If the Facilities report meets our requirements we will begin discussion of the key contractual areas with the Borrower:

- handling and display requirements;
- security;
- environment;
- insurance and indemnity;
- Immunity from Seizure;
- packing, transport and couriers; and
- costs.

The object's insurance, transport and display requirements will be specified by Glasgow Museums and are designed to ensure that the object's particular physical requirements are met. The Borrower will be asked to detail how they will meet these requirements.

The Loan Agreement

Once the environmental and security provisions meet the required standards and the object's display methods have been approved the Loans and Touring Section will prepare the formal **Loan Agreement** setting out the responsibilities of each party in connection with the loan. It will also itemize additional costs incurred as a result of the loan which will have to be paid by the Borrower.

We will require the borrower to sign Glasgow Museums' Loan Agreement, which is a legally binding contract under Scots law and is subject to the exclusive jurisdiction of the Scottish Courts. Glasgow Museums will not sign the borrower's agreement, as this may conflict with the content of our own lending agreement.

The Loan Agreement will be issued by the Loans and Touring Section to the Borrower to sign. After the Borrower has returned their signed copies of the Loan Agreement to the Loans and Touring Section, the agreement will be countersigned by the Head of Museums and Collections and one copy returned the Borrower. The loan cannot progress until the Loan Agreement is signed by both parties.

Loan agreements for loans to more than one venue

If the request covers a tour to several venues, Glasgow Museums will take the view that the requestor is the lead organizer and will be responsible for all costs and administration of the loan to each of the venues of that tour. While Glasgow Museums will require the facilities report of each borrowing venue and receive proof of insurance cover from each venue, the single Loan Agreement issued by Glasgow Museums will state clearly the responsibility of the lead organizer and the other tour venues for loan and will require each venue to countersign that same agreement.

Requirements for Borrowing

While each loan has particular requirements which will be specified in the final Loan Agreement, the following sections explain both the standards that we will require the Borrower to comply with and the services that we will provide to support the loan.

Costs

We expect the Borrower to meet the cost of all risks insurance cover, transit, packing and any courier requirements, and reasonable costs for the preparation of the loan object. This

may include conservation treatment to make the work fit for transport and display, and for fine art may include the cost of glazing.

We will invoice the Borrower directly for the following costs where these are incurred:

- object preparation and conservation treatments;
- provision of display mounts;
- packing materials;
- object valuations;
- photography/provision of images for publication;
- transportation (if provided by Glasgow Museums);
- staff time, where deemed necessary; and □ other: would be specified.

With regard to packing cases, Glasgow Museums will liaise directly with the packing case manufacturer and arrange for the Borrower to be invoiced directly by them.

Other costs may be incurred as follows:

Loans outside Great Britain and Ireland

Glasgow Museums will charge for the administration of all loans out with Great Britain and Ireland. This will be £300 per venue.

Reciprocal loans

When a loan would have a serious impact on one of our key displays, we may ask the Borrower to provide a reciprocal loan at their cost in order to minimize the disruption to our visitors.

Large loans and touring exhibitions

We may wish to negotiate separate fees for significant contributions of Glasgow Museums' objects to large national and international exhibitions or to touring exhibitions.

The Borrower will be notified of all costs incurred as a result of the loan before final agreement and these will be itemized in the Loan Agreement.

Insurance and Indemnity

Glasgow Museums will provide **insurance values** for the objects requested but may on occasion require a valuation from a third party. This may incur a cost that the Borrower will be required to pay.

The Borrower must provide **All Risks insurance cover** for the duration of the loan period (that is from the time that the object leaves Glasgow Museums until it is returned to Glasgow Museums and the final object condition check is completed) to the satisfaction of Glasgow Museums and to the entire amount of the Insurance Valuation supplied by Glasgow Museums.

The Borrower's insurance policy must state '**Glasgow City Council**' as the insured party, as the collection belongs to Glasgow City Council.

Where the Borrower is using an alternative insurance arrangement such as an Indemnity provided by their State or Government, the Borrower must advise Glasgow Museums at least four months prior to the agreed date of the departure of the object from Glasgow Museums' premises. Where the Indemnity scheme does not cover the full value of the objects the Borrower shall ensure that any shortfall is fully insured commercially on a basis at least equivalent to the Indemnity scheme. In all cases Glasgow Museums must receive proof of:

- 1) the indemnity certificate;
- 2) cover of the minimum liability as specified by the indemnifying agent; and 3)
cover of any part of the value not covered by the indemnity.

In all cases, the insurance cover must contain a '**buy back**' clause that allows Glasgow Museums to recover an object from the insurer in the event that there has been a significant loss through damage or a recovery after a theft.

The Borrower must provide **a copy of the insurance certificates** at least 14 working days prior to the agreed date of departure of the object from Glasgow Museums' premises. The object will not be released to the Borrower or its agents until Glasgow Museums has approved the Borrower's insurance cover and signed the Loan Agreement.

Immunity from Seizure

Glasgow Museums will provide the necessary catalogue information where Immunity from Seizure cover is requested. The object will not be released to the Borrower or its agents until Glasgow Museums has approved the Borrower's Immunity from Seizure cover.

Due Diligence checks

Glasgow Museums will provide the necessary catalogue information required to comply with Due Diligence requirements. Due Diligence Forms must be received at the earliest opportunity as they require to be countersigned by the Head of Museums and Collections.

Condition Checking and installation/de-installation

Each object will be accompanied by a **Loans Transit Record**. This document is the condition report and is a record of the condition of the object just prior to its departure from Glasgow Museums. The condition of the object has to be checked upon arrival and departure from the Borrower and any changes (or no change) noted on the report. The Borrower will be asked to identify who is completing the condition report. Where Glasgow Museums sends a courier to accompany the object, the condition report will be completed with the courier in conjunction with the Borrower and countersigned by the Borrower. The Loan Transit Record will also state how the object is packed for transit.

Upon arrival back at Glasgow Museums the conservation team will conduct a final conservation check and we will notify the Borrower of the outcome.

Packing

Unless providing a packing case ourselves, Glasgow Museums will organize and arrange for the packing cases to be constructed/supplied for by a specialist fine art case supplier to meet the needs of the object for the duration of the loan. All costs to be met by the Borrower.

The objects will be packed by Glasgow Museums and require to be repacked by the Borrower in accordance with Glasgow Museums' instructions. These instructions are included in the **Loan Transit Record** which accompanies the object.

Transport

Glasgow Museums may offer to provide transport at the Borrower's expense. Otherwise the Borrower must arrange transport which meets the requirements specified by Glasgow Museums. For Fine Art and collections which have the same transit requirements, the Borrower will be required to meet the standard set out in the General Transport Conditions of the UK's Government Indemnity Scheme regardless of the insurance cover provided.

Glasgow Museums does not have 'known consigner' status as defined by the Department of Trade and Industry which may result in additional handling charges for an overseas loan.

Glasgow Museums reserves the right to veto any transport arrangements or agents suggested by the Borrower and replace the suggested arrangements or provider of its own choice at the cost of the Borrower.

Customs and Revenue Documentation

The Lender will provide the Borrower and their assigned transport agent copies of ProForma Invoice paperwork that **MUST** be used for any required Export and Import of the Object. This documentation verifies the nature of the object/s being shipped, the ownership of the object/s, the owner's VAT registration and details of where shipment is from/to. **This is a legal Customs and Revenue requirement. Failure to comply will result in severe fines imposed by Customs and Revenue.**

Glasgow Museums, as the Lender, will follow-up with the transport agent to obtain copies of all Export and Import customs paperwork at each transport stage.

Couriers

During the approvals process when considering the value, fragility and handling requirements of the object and the complexity of transportation and any other arrangements, the need for a courier or couriers to accompany the object will be identified. The courier will be required to accompany the object in transit and oversee storage, condition-checking and the unpacking/repacking and installation/de-installation, verify environmental and security provisions and ensure that the terms and conditions agreed to by the Borrower and contained within the Loan Agreement are being adhered to.

The courier will be fully briefed about the condition of the object, its packing, handling and installation/de-installation requirements and the terms of the Loan Agreement.

The courier's recommendations must at all times be adhered to by the Borrower. All courier costs must be provided by the Borrower, including accommodation, travel and subsistence. The level of subsistence and how and when it is passed to the courier will be agreed by Glasgow Museums prior to departure of the courier.

Glasgow Museums works in 'partnership' with other large museums and will work with them to share courier responsibilities when deemed appropriate.

Environmental Conditions

Each object will have its own environmental requirements (ranges of acceptable RH, UV and Temperature) and these will be specified by Glasgow Museums and be included in the Loan Agreement. Unless otherwise specified within the Loan Agreement, the following standards are required:

- Temperature: 16°C–25°C with maximum cycle of 3°C within 24 hours
- Relative Humidity: 40%–60%RH with no more than 10% fluctuation within 24 hours
- Light Levels: Maximum for Highly Sensitive 50–75 lux, Sensitive 200–250 lux

Environmental requirements should be discussed with Glasgow Museums during initial research by the Borrower to inform loan and design decisions. **There may be some latitude with the standards cited above depending upon the object's material type.**

Food and drink

No food or drink can be consumed in the gallery where the object is displayed or stored.

Display and Display Case Design

Each object will have its own particular display requirements and these will be specified by Glasgow Museums and be included in the Loan Agreement. The Borrower must also ensure that the proposed display provision meets the requirements of their insurance cover. Unless specified within the Loan Agreement the following standards are required:

Framed objects must be securely fastened to the wall to a standard that complies with the Borrower's insurance requirements. Any temporary structures must be entirely stable and have depth of 2cm into which the screws can be securely located. Unglazed paintings will require a barrier not less than 100cm from the surface of the frame.

Large free standing objects can be displayed on open plinths and these will also require barriers not less than 100cm from the surface of the object. Smaller items must be displayed within a display case. Other objects may be required to be cased and this will be specified.

The display case specifications must be sent to Glasgow Museums to ensure that the case construction materials, locks, thickness of laminated glass, air/dust tightness and method of lighting meet to the display specifications required. This also includes the material used to furnish the interior of the display case.

Should the case have been varnished or painted, three days should be given for the exterior to off gas and 21 days for the interior. All materials should be inert, the cases physically stable, and have a separate compartment for lighting components. Case alarms may also be required. There should be no exposed screw heads visible.

Security and Safety of Objects

Borrower will be required to meet the standards set out in the Government Indemnity Scheme: Security and Environmental Conditions and the Government Indemnity Scheme: Food and Drink Conditions, which are prescribed by the UK Government Indemnity Scheme regardless of the insurance cover provided.

The Borrower will be required to provide information about the security provision for the museum and the proposed display area. It is expected that this information will be provided within the Facilities Report, which the Borrower is required to supply, and in correspondence between Glasgow Museums and the Borrower agreeing the display requirements of the object. All security arrangements must meet with the requirements of the Borrower's insurers and be approved by Glasgow Museums. Glasgow Museums will not release an object for loan until the security provisions are approved and in place prior to the departure of the object from Glasgow Museums' premises.

The venue in which the object is displayed must be patrolled or supervised during the Borrowing venue's opening hours. In the event that the venue does not have on-site 24-hour guards, it must have an alarm system approved in writing by Glasgow Museums or the UK National Security Advisor.

Care must be taken for any period where the object is not on display, for example during installation it must be kept in a securely locked area where only those involved directly in the preparation of the exhibition should be permitted during the installation and de-installation.

The Borrower will not have permission to tamper with the object in any way, including unglazing, de-mounting, removing the object/s from its frame, fittings, etc.

Any request to conduct additional research on the object during the period of the display loan must be agreed by Glasgow Museums from the outset of the request to borrow, as the terms of the research and any method statement will form part of the Loan Agreement. The results of this research will be forwarded to Glasgow Museums.

In the event of damage

Regardless of who was responsible for an incident, in the event of damage, loss or theft of the object the Borrower will contact the Loans and Touring Department at Glasgow Museums immediately:

- Phone: 0044 141 276 9300 (main desk) extensions – then Karen Stewart/Celine Blair
- Fax: 0044 (0)141 276 9305
- Email: karen.stewart@glasgowlife.org.uk / celine.blair@glasgowlife.org.uk

The Borrower will take immediate steps to secure the affected area to limit further damage to the object and address areas of health and safety. The Borrower must not undertake any treatment of the object whatsoever without the prior written approval of Glasgow Museums.

The Borrower will at their expense cover the cost of member/s of Glasgow Museums staff (or chosen agent) to survey the object (or risk to the object), any transport and packing should the object need to be returned prior to the close of the display, pay for all treatment and the depreciation in the value of the object.

The Borrower will initiate the immediate progression of any **insurance claims** and will facilitate to Glasgow Museums (and any surveyor or other consultant engaged by Glasgow Museums) all assistance required to facilitate any investigation of the damage and/or the pursuit of any insurance claim.

The Borrower will provide details of the incident in a full report to Glasgow Museums within 48 hours. Where damage has occurred the report must include a condition report including photographs showing the damage sustained by the object.

In case of risk

Where a potential risk to the object is identified, Glasgow Museums must be contacted immediately by phone, fax and email as stated above. Any breach of security should be reported to Glasgow Museums, even if Glasgow Museums' objects are not directly affected.

Specific contacts will be cited in the Loan Agreement.

Photography and Reproduction

Only the images and photographs of the object provided by Glasgow Museums may be used by the Borrower for press, publicity and/or the Borrower's catalogue directly connected with the purpose of the loan.

Any images provided by Glasgow Museums will be subject to terms and conditions of use and these will be provided in writing to the Borrower.

If you require images please contact our Photo Library as follows:

Winnie Tyrrell
Photo Library Co-coordinator
Glasgow Life/Glasgow Museums
The Burrell Collection
2060 Pollokshaws Road
Glasgow G43 1AT 0141 287 0042
www.glasgowlife.org.uk or by email to
photolibraryenquiries@glasgowlife.org.uk
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The different rates and terms and conditions of use for images can be seen on our website: www.csqimages.org.uk. This includes the use of images for the creation of merchandise.

Copyright Notices

The copyright notices which we will supply for the use of images must also be cited anywhere where the image is published. CSG images of the Collection should appear with the following copyright line:

© CSG CIC Glasgow Museums Collection/...**extension**

Terms for image use are provided in a separate license agreement supplied by the Photo Library. Where images are supplied for exhibition publicity, the Lender must ensure that the copyright notice is used by the publisher. For queries on copyright notice concerning Glasgow Museums' collection please contact our **Photo Library**.

Acknowledgments: Credit Lines

The credit line for each object must appear on display labels and in any published materials as follows:

'Lent by Glasgow Life (Glasgow Museums) on behalf of Glasgow City Council:
Donated by [insert name]'

The full credit line will be clearly specified in the Loan Agreement.

Provision of Catalogues

Glasgow Museums will require two complimentary copies of the exhibition catalogue which will be sent to the following address:

Karen Stewart
The Loans and Touring Manager
Glasgow Museums Resource Centre
200 Woodhead Road, Nitshill
Glasgow
G53 7NN
Scotland
UK

Images required for the publication of the catalogue can be acquired by contacting the Glasgow Life Photo Library and the process for this is explained above under the heading of 'Photography and Reproduction'.

Merchandise

If you would like to produce merchandise using images of the objects from Glasgow Museums' collection please contact:

Susan Pacitti

Publishing, Commissioning and Licensing Manager, Glasgow Museums

Glasgow Life

Glasgow Museums Resource Centre

200 Woodhead Road, Nitshill

Glasgow G53 7NN, Scotland

Tel: (+44) 0141 276 9452

Fax: (+44) 0141 276 9305

www.glasgowmuseums.com

www.glasgowlife.org.uk

The rates and the terms and conditions can be seen on our Glasgow Photo Library website:

www.csqimages.org.uk.

The *Publishing, Commissioning and Licensing Manager* will discuss the terms and conditions of the Merchandising Agreement with you. Thereafter a Merchandising Agreement, which is a legally binding agreement agreeing affirming the terms agreed by both parties, will be issued for you to sign and return to Glasgow Museums. On receipt, Glasgow Museums will counter sign and return your copy of the agreement. The merchandising of items cannot begin until a Merchandising Agreement is signed by both parties.

Changes to the Loan Agreement and Exhibition Dates

Any amendments to the Loan Agreement must be agreed and confirmed in writing by both parties.

Applications by a Borrower to change the dates of the loan must be given no less than four months prior to the original opening date of any exhibition.

Termination

Glasgow Museums may at any time terminate the Loan Agreement if the Borrower has failed to perform any of its obligations or has been guilty of misconduct or negligent in relation to its contractual obligations. Notification will be given in writing.

Either party may, at any time by notice in writing, terminate the Loan Agreement if the other party is a material breach of any obligation under the Loan Agreement which is not capable of remedy within 10 days.

If the Borrower terminates the loan post the completion of any work which incurred costs for Glasgow Museums, the Borrower may be liable for meeting these costs. Notification of cancellation by the Borrower must be given in writing to Glasgow Museums.

Corrupt Gifts

The Borrower shall not offer to give or agree to give any person employed by Glasgow Museums or on Glasgow Museums' behalf any gift or consideration of any kind as an inducement or reward for any act in relation to the obtaining of or performance of the Loan Agreement.

Confidentiality

The information contained within the Loan Agreement and any information passed to the Borrower in connection with the agreement is strictly private and confidential. The Borrower will not disclose any such information to any third party without Glasgow Museums' consent. Glasgow Museums is subject to the provisions of the Freedom of Information Act 2002.

Other standard terms contained within the Loan Agreement

Please note the following Terms and Conditions are also contained within the Loan Agreement:

- Transfer and Sub Contracting
- Disputes resolution
- Discrimination
- Rights of Third Parties
- Notices
- Force Majeure

Enquiries about this Policy

If you have any enquiries regarding Glasgow Museums' Lending Policy, please contact:

Karen Stewart, Loans and Touring Manager or Celine Blair, Collections Manager

karen.stewart@glasgowlife.org.uk and 00 44 (0)141 276 9358

celine.blair@glasgowlife.org.uk and 00 44 (0)141 276 9454