

UNIVERSITY OF KENT SPECIAL COLLECTIONS & ARCHIVES

Terms and conditions for loaning material

Special Collections & Archives (SC&A) at the University of Kent aims to provide as wide an access as possible to its collections, to promote its collections more generally to wide audiences, and to promote scholarship and research around its collections. SC&A therefore welcomes applications from other institutions and organisations to borrow items from its collections for exhibition.

To ensure that collection items are cared for SC&A will only lend if the borrowing institution can demonstrate that it can meet the conditions, security, insurance, handling, and other collections care issues set out in these Terms and Conditions for Loaning Material.

We may refuse a request for a loan but will provide a full explanation for any refusal. If the refusal is because of environmental or collection care reasons we will work with borrowers to find alternatives (such as the use of surrogates).

1. GENERAL TERMS

Special Collections & Archives lends the work listed on the loan agreement.

The Borrower must agree to the standard terms set out in this document, and sign the standard loan agreement form.

Applications for loans should be made as soon as possible, ideally with at least three months' notice.

All loans will be for a fixed period and for the specific purpose mentioned in the loan agreement only. The loan period will be the period of the exhibition plus the time required for the transportation of the items, installation, packing and return transport.

The Borrower will bear all direct expenses of borrowing, including cost of transport, conservation if required, display, and insurance.

Irrespective of the terms of the loan, the Borrower must return any or all the loaned works at the request of SC&A.

The Borrower shall immediately notify SC&A if they wish to change the dates or venues of the exhibition or any proposed temporary closure of the exhibition affecting the works on loan.

2. CARE

SC&A check the condition of each loan before and after each loan, and keep photographic evidence if required.

The Borrower must provide details of their facilities by completing the UK Registrars' Group Standard Facilities Report¹.

The Borrower shall be responsible for providing and maintaining the following environmental conditions relating to the works at all times for the duration of the loan:

- Light at 50 - 75 LUX or less

¹ <https://www.ukregistrarsgroup.org/resources/ukrg-docs/>

- Temperature at a fixed point between 18-22°C
- Relative humidity at a fixed point between 40-65%

If SC&A determine that any conservation work is required on an item prior to loan the Borrower will bear the costs of any conservation and repair work.

No marks in pencil, ink or other material may be made on any item. No adhesives can be applied to the items. All materials used which come into contact with items loaned must be pH neutral.

Items are loaned for public exhibition only and must not be made available for other study or other purposes outside their display cases or frames.

Once items have been placed in a display case or frame they must not be disturbed until the exhibition is being taken down, except in case of emergency.

No conservation measures of any kind should be carried out without the permissions of SC&A.

There should be no smoking, eating or drinking can be allowed in the exhibition area.

Artworks and items which can be framed

The Borrower agrees that it will not, without the prior written permission of SC&A, reframe or replace any framing of the works (where supplied framed). Where works are loaned unframed the Borrower undertakes to frame the works in dust-excluding frames with acid-free mounts and perspex, and to label the back of the frame with details of the work. The Borrower agrees not to label, remove or obstruct any identifying marks on the artwork. Framers must be instructed not to use any adhesives when mounting the artwork. Any damage caused by transport or framing will have to be repaired at Borrower's cost.

Frames are to be hung using mirror plates and security screws.

Unframed items

All items loaned (such as manuscripts, objects) that are not framed must be displayed in locked display cases that comply with PD5454 Guide to the Storage and Exhibition of Archival Materials.

3. PACKING AND TRANSPORTATION

SC&A will pack all items for transport to and from the exhibition. The packaging must be stored safely by the Borrower and used for the return of the items to SC&A.

The Borrower is responsible for organising transportation of the loaned items to and from the borrowing institution. The works must either be collected by the Borrower, transported by SC&A staff (with these costs met by the Borrower), or collected by a courier service who are experienced art handlers or have experience handling material for exhibition.

In the case of exhibitions overseas, the Borrower or their representative must meet and escort all shipments and couriers on arrival, at departure and during any transfer, arrange customs clearance, and must appoint an agent in this country as soon as possible.

Whilst recognising that Customs and Security procedures at points of entry and departure must be followed, the courier will make every effort to avoid the works being unpacked during the journey. If the package must be opened, the Borrower or their representative agent should ensure that the opening is performed in a non-public area.

4. INSURANCE

The Borrowing institution confirms that they will comprehensively insure or hold appropriate indemnities for the materials denoted in this agreement, sum assured as recommended by SC&A, for the full term of the loan including dates of collection and return to the University of Kent. Out of preference Special Collections & Archives, University of Kent should be endorsed as an interested party, but if this is not feasible, then the Borrower's records should indicate that the University is the owner or normal repository of the materials on loan and must be advised immediately if any materials are lost, damaged or stolen.

5. DISPLAY

The Borrower shall ensure that the works are displayed in the exhibition with the acknowledgement agreed in the loan agreement (which is dependent on the collection the works are from). This acknowledgement extends to the use of the items in any publication or media coverage arising from the loan (see also point 6 regarding copyright permission).

6. REPRODUCTION

Permission is granted for the works to be photographed under supervision for publicity purposes only.

Permission to reproduce any loaned items in publication or broadcast (including in any catalogue, web pages, press or on television) must be sought from the copyright holder (which SC&A can provide contacts for) prior to publication or transmission.

7. RESPONSIBILITIES

SC&A is responsible for determining the viability of the loan request based on the conditions on which the item(s) has been deposited with SC&A, and also the condition of the item(s) requested.

SC&A is responsible for determining the insurance value of the items

The Borrower is responsible for insuring all the items against all risks, nail-to-nail, and will be required to provide proof of cover prior to transport of the item(s).

The Borrower is responsible for costs arising from the loan including transport costs, conservation if required, and display preparations.

SC&A is responsible for the items on loan until the works have been collected by the Borrower or courier, or until any items transported by SC&A staff are handed to the Borrower.

The Borrower shall be responsible for the safe handling, storage and exhibition of the works from the time they leave SC&A until they are returned to SC&A.

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Loan agreement

This agreement is not complete without the 'Terms and Conditions for loaning material' document.

LOANS OUT		
Borrowing institution		
Address		
Named contact		
Contact details		
Loan venue		
Purpose of loan		
Loan period	Start date:	End date:
Has a UKRG standard facilities report (or equivalent) been received?		
Items loaned (this may be listed as an appendix)		
Total insurance value		
Transportation arrangements		
Credit line for use in exhibition and other promotional outputs		
Agreement	<p>This loan agreement is made and entered into on the attached 'Terms and Conditions for loaning material'.</p> <p>Special Collections & Archives (SC&) hereby agrees to lend the item(s) to the named Borrower for the period stated in this agreement.</p> <p>The Borrower has read the '<i>Terms and Conditions for loaning material</i>' attached to this Agreement and agrees to be bound by them. SC&A agrees to honour these conditions.</p>	
SC&A representative		Position

Signed for SC&A		Date
Borrower representative		Position
Signed for the Borrower		Date
RETURN OF LOANED ITEMS		
SC&A representative		Position
Signed for SC&A		Date
Borrower representative		Position
Signed for the Borrower		Date