

THE  
NATIONAL  
GALLERY  
LOANS OUT RISK  
MANAGEMENT  
STATEMENT

## LOANS OUT RISK MANAGEMENT STATEMENT January 2014

### 1.1.1 Introduction

This risk management statement should be read in conjunction with the Loans Out Policy, last amended in January 2013, which refers to the powers vested in the trustees under the Museums and Galleries Act 1992, section 5, to make loans from the collection both within the United Kingdom and abroad.

Such loans fall into three categories:

- Loans to temporary exhibitions
- Reciprocal loans made in exchange for loans made to the Gallery's temporary exhibitions
- Long-term loans

The following risks are associated with making loans from the collection:

- Loss or damage in transit
- Loss or damage at the borrower's premises
- Damage to the Gallery's reputation by lending to an unsuitable borrower
- Seizure of a work by a third party claiming ownership

### 1.1.2 Policies and Procedures

The following procedures are followed with a view to minimising these risks:

- All potential loans are assessed by the Gallery's Head of Conservation & Keeper (or by a delegated senior conservator) and only loans which are fit to travel are recommended for loan.
- All potential loans are assessed by the Director's loans committee and only requests made by institutional borrowers of established standards and reputation or analogous organisations in support of reputable projects are recommended for loan.
- Any work whose provenance between 1933 and 1945 is uncertain is automatically flagged to the Director's loans committee; the Registrars advise the committee whether the jurisdiction at the borrower's location includes anti-seizure legislation. In the case of such works, or any other for which a specific risk of seizure has been identified, cover will be requested as a condition of loan should the loan be agreed. If the jurisdiction at the borrower's location does not include anti-seizure legislation, the work 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 Gallery will only lend where it has been confirmed by the National Security Adviser that the exhibition premises are suitably secure and with adequate fire prevention arrangements.
- The Gallery will only lend to premises and venues which can meet the Gallery's environmental requirements. Data must be supplied prior to the loan with evidence that conditions will be actively monitored during the term of the loan.

- A written agreement signed by both parties is required before the loan commences. This agreement must establish the purpose, venues and duration of the loan, and the conditions<sup>1</sup> under which the loan is made.
- The Gallery requires that the loan is covered by a Government Indemnity or commercial insurance policy acceptable to the Gallery for the duration of the loan. A certificate of cover must be issued to the Gallery before the period of loan commences.
- For loans within the UK the Gallery may also lend under the UK Government Indemnity Scheme's minimum liability arrangements for national institutions.
- The Gallery requires that reputable fine art transport agents acceptable to the Gallery are used so that it can be assured that appropriate shipping formalities and formal documentation requirements are met and import and export regulations in the UK and abroad are followed.
- The loan must be accompanied either by a trained National Gallery courier or, by prior agreement, by a courier from another institution.
- A condition record is made for the duration of the loan, with condition checks made against it at key stages of the loan process, including before packing for travel, on arrival, before repacking for return, and on return to the National Gallery.
- No un/framing, de/glazing or interventive action (for example repair, retouching, cleaning and so on) by the borrower or its agents is permitted without prior written agreement from the Collection Registrars with the approval of the Head of Conservation and Keeper.
- Regular security, environmental, display, insurance or indemnity and conservation checks must be made on long- term loans.

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<sup>1</sup> National Gallery conditions of loan cover right of retrieval, packing, insurance, transport, couriers, security, display, value, environment, conservation, copyright, reproduction, credit line, costs, & emergencies. For more information visit <http://www.nationalgallery.org.uk/about-us/the-gallery-nationwide/borrowing-from-the-national-gallery-loan-conditions-uk>