

THE NATIONAL GALLERY

LOANS OUT MANAGEMENT STATEMENT

LOANS OUT May 2006

Introduction

Under the Museums and Galleries Act 1992, section 5, the National Gallery may lend objects in the collection within the United Kingdom and abroad for various purposes.

There are three categories of loans out:

- Long term loans which complement a borrower's collection in a particular way and which are made for periods of years rather than months, or which are made in accordance with the terms of a bequest.
- Loans to temporary exhibitions which may include one or more venues in the UK and/or abroad. Loans are not normally made to more than three exhibition venues.
- Reciprocal loans made in exchange for loans made to the Gallery's temporary exhibitions.

Policies and Procedures

The following procedures are followed with a view to minimising the risk of both loss/damage to works from the collection and potential financial loss, legal challenge or loss of reputation to the Gallery:

- Loan requests should:
 - be received with a minimum of 12 months notice for loans abroad and 4 months notice for loans within the UK.
 - be assessed according to the Gallery's policies concerning preservation of the collection.
 - be assessed with reference to any trust or conditions applying to works of art given or left to the Gallery.
 - be assessed taking into account the provenance of the works of art. Although the risk of a claim of ownership by a third party is currently considered to be low, a painting whose provenance between 1933 and 1945 is uncertain should not normally be considered for loan unless the jurisdiction at the borrower's location includes anti-seizure legislation.
- Loans should only be agreed where:
 - the work(s) of art is fit to travel.
 - the borrower is a serious and responsible organiser of exhibitions/displays.
- A security assessment is made of the borrower's premises and, should additional precautions be required, these must be in place before the loan commences
- A written agreement signed by both parties must be in place before the loan commences. This agreement must establish the purpose, venues and duration of the loan, and the conditions¹ under which the loan is made.
- The loan must be covered by acceptable insurance or indemnity for the duration of the loan and that the Gallery must be issued with a certificate of cover before the loan commences.
- A condition record must be made for the duration of the loan, with condition checks made at all stages of the loan, and the borrower must monitor the condition of the loan whilst on display.
- No interventive action (e.g. cleaning, deglazing, unframing etc.) can be taken on the loan by the borrower or its agents without prior written agreement from the Gallery

¹ NG conditions of loan cover right of retrieval, packing, insurance, transport, couriers, security, display, value, environment, conservation, copyright, reproduction, credit line, costs, & emergencies.

- The borrower's transport agents must provide an acceptable high standard of service
- Appropriate shipping formalities and formal documentation requirements must be met and import and export regulations in the UK and abroad must be followed
- The loan should be accompanied by a National Gallery courier or a courier from a similar institution who is acceptable to the Gallery.
- Regular security, insurance and conservation checks should be made on loans out.