LOANS IN January 2014

Introduction

The National Gallery borrows works of art from both institutional and private lenders. There are two categories of loans in:

• Loans to the permanent collection which are borrowed for display in the main floor galleries for a fixed period of time (the standard loan period is usually three years; loan periods are renewable; permanent loans are not agreed).
• Loans to the National Gallery’s temporary exhibitions which are borrowed for the period of the exhibition.

Policies and Procedures

The Gallery aims to provide at least the same level of care to loans in as it would to works of art in the permanent Collection. The following procedures are followed with a view to minimising the risk of either loss/damage to loans and potential financial loss, legal challenge or loss of reputation to the Gallery:

• The provenance of the loan is considered, and where necessary researched in order to assess the likelihood of a claim of ownership being brought whilst the loan is in the Gallery’s custody. The results of this check must be available before any indemnity application is made.
• Loans are not borrowed if the loan’s provenance or ethical status is in doubt.
• Wherever it is reasonably possible, an assessment of whether a loan belonging to a private collector is fit to travel is obtained. It is expected that lending institutions themselves will assess fitness of the loan to travel.
• Condition checks are made at key stages of the loan process (for example before and after travel and at packing and unpacking). The Gallery keeps a condition record for the duration of the loan for monitoring condition while at the National Gallery.
• The Gallery ensures that there is a written agreement signed by both parties which establishes the purpose and period of the loan and the conditions under which the loan is made.
• All loans are covered by the UK Government Indemnity Scheme for the duration of the loan. Commercial insurance is only purchased in exceptional circumstances in line with DCMS guidelines.
• No paintings on loan that are known to be for sale are displayed with the permanent collection or included in National Gallery exhibitions, save in exceptional circumstances.
• The Gallery will ensure that all reasonable care is taken to protect the loan at every stage from foreseeable risks of loss or damage (such as theft, fire, flood, vandalism, accidental damage and so on). This includes the provision of acceptable levels of security, expert handling, packing, transport, environmental conditions, records and documentation, ensuring that UK Government Indemnity Scheme standards are met.
• The Gallery, via its shipping agents, ensures that appropriate shipping formalities and formal documentation requirements are met and that Customs & Excise, import and export rules in the UK and abroad have been followed.
• No unframing, de/glazing, mounting or interventive action (for example, repair, retouching, cleaning and so on) is undertaken on the loan by the Gallery or its agents without prior written agreement from the lender.
• The Gallery will ensure that copyright restrictions are adhered to, by requesting appropriate permissions via the loan agreement and ensuring that those NG and
NGC departments seeking to publish images have been informed of the permissions granted.

• Where requested, the owner’s confidentiality is respected.