

### 1. Scope

This document sets out the University of Brighton Design Archives' (UoBDA) general operational policy with regard to loans of item(s) held by the UoBDA. In the first instance, all loans must be agreed by the Archive Director and/or Deputy Curator. The requested loan item(s) will be assessed for their condition and suitability for loan by UoBDA (the Lender) staff, usually the Preservation and Digital Resources Coordinator (PDRC). Loans will normally only be made for the purpose of public exhibition.

### 2. Related documents

UoBDA Exhibitions and Loans Procedures  
UoBDA Loan Agreement and Exit Form

NEMO (Network of European Museums Organisations) Standard Loan Agreement for Temporary Exhibitions  
BS EN 16893: 2018 Conservation of Cultural Heritage – Specifications for location, construction and modification of buildings or rooms intended for the storage or use of heritage collections

### 3. General conditions

The loan agreement is to be completed by both parties, the Borrower and the Lender, and stipulates the purpose and duration of the loan. Any proposed changes that affect the information provided in the form must be notified to the Lender immediately and the loan item(s) must only be used only for the purpose and duration specified in the UoBDA Loan Agreement and Exit Form. The loan item(s) are to be returned to the Lender at the end of the agreed loan period without delay or unauthorised extension of the loan period. The Borrower is not entitled to lend the loan item(s) to third parties.

The Lender reserves the right to recall the item(s) at any time in the event that loan conditions are not being met. The Lender may terminate the Loan Agreement, or terminate the provisions of any part of the Loan Agreement, by written notice to the Borrower with immediate effect, if the Borrower is in default of any obligation under the Exhibitions and Loans Policy.

Upon request, the Borrower shall provide UoBDA a Facility Report prior to the signing of the UoBDA Loan Agreement and Exit Form so as to enable UoBDA to assess the environment, security and logistical implications of lending to this venue.

The Borrower has to bear all the costs in relation to the loan item(s) and is not entitled to lend the work(s) to third parties.

#### **4. Reproduction and publicity**

Where intellectual property rights allow, and with appropriate notice, UoBDA will provide high quality digital image files of the loan item(s) for promotional purposes. A fee is normally charged for this service. The Borrower may not photograph, film, video, televise or copy in any way any of the loan item(s) unless given a prior written permission by the Lender. General views of loan item(s) in an exhibition, made for publicity purposes are acceptable, and may be incorporated in an exhibition catalogue or lecture.

All permitted images of the loan item(s) must be accompanied by a credit line, as appropriate to the different UoBDA holdings. The wording of the credit line will be confirmed by UoBDA. Acknowledgement in the same form must also be made in any labels, exhibition notices or catalogues that refer to the loan item(s).

#### **5. Condition checking**

The Lender requires that confirmation of the final loan request is received as soon as possible but no less than one month before the first exhibition date. Prior to collection, a condition report for each loan item will be prepared by UoBDA PDRC. This is recorded in the UoBDA Loan Agreement and Exit Form. These written notes are supported by digital photography where necessary to record possible existing damage and/or repairs to the item and/or other issues which need to be brought to the attention of the Borrower.

The Lender reserves the right to accompany the loan item(s) to their destination. When this occurs, the accompanying UoBDA member of staff is responsible for checking the condition of the loan item(s) on arrival. In all other instances the Borrower is responsible for reporting apparent changes to the details in the condition of the loan item(s) listed in the UoBDA Loan Agreement and Exit Form to the UoBDA PDRC immediately.

For all non-paper-based loan items requiring conservation the Lender will seek to find a local Accredited Conservator using ICON (Institute of Conservation).

#### **6. Expenses**

All costs arising in connection with the loan of item(s) are to be met by the Borrower. In some cases the Lender, at the expense of the Borrower, may wish to send a member of staff to accompany the item(s) in transit; to oversee unpacking and installation of the item(s); as well as their de-installation and re-packing at the end of the loan period. Expenses arising in connection with the loan include, but are not limited to; transportation, insurance, essential conservation by employing external conservators, framing and/or display costs.

### ***Transport***

Details of the transport arrangements for the loan item(s) are to be agreed with the Lender no less than two weeks before the required date of collection. UoBDA does not endorse any particular company for transportation and must agree the Borrower's choice of art mover. The Lender reserves the right to cancel transportation arrangements, without being required to provide reasons for such actions. Item(s) will be packed for the outward journey by UoBDA staff or their agent. Packaging materials are to be retained by the Borrower and used in the same manner for the return journey.

### ***Insurance***

Insurance cover against all risks associated with the transportation and exhibition of the loan item(s) is to be provided by the Borrower. This is done on a nail to nail basis against all risks, including transit with the usual standard exclusions, such as wear and tear, inherent vice, damage through cleaning and restoration work, war and war-like action and atomic energy. The insurance value of item(s) is displayed in the UoBDA Loan Agreement and Exit Form and evidence of appropriate insurance cover is to be supplied to the Lender by the Borrower in advance of transportation. UoBDA must be notified immediately in the case of loss or damage of any kind to the loan item(s), including loss or damage discovered on first receipt of the loan item(s).

## **7. Display**

Loan item(s) shall be exhibited with preservation issues in mind. In general, conditions should be consistent with guidance laid down in *BS EN 16893: 2018 Conservation of Cultural Heritage – Specifications for location, construction and modification of buildings or rooms intended for the storage or use of heritage collections*.

The Borrower will provide security by means of guards, barriers, plinths, showcases, electronic devices etc. in order to keep the loan(s) secure whilst on the Borrower's premises. Handling should be minimal and only undertaken by appropriately trained staff.

Smoking, eating and drinking shall be prohibited in the exhibition areas and UoBDA reserve the right to inspect the loan(s) whilst they are on exhibition.

## **8. Use of surrogates**

Surrogates created from a digital master file should be used if the original loan item(s) requested is badly damaged, the conditions in which they would be displayed in are worse than their storage conditions and/or the security around the display is deemed inadequate by the Lender.

## 9. Reporting

The Borrower agrees to supply the Lender, in a timely fashion, with visitor figures, visitors' feedback, installation shot(s), as well as sufficient promotional information for use in the Lender's own social media.

## 10. Review and revision

This document will be reviewed every five years or when deemed necessary.

### Document Control

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<b>Owner:</b>	University of Brighton Design Archives
<b>Approved by:</b>	Sue Breakell
<b>Date Approved:</b>	2018

### Version History

Version	Version date	Summary of Changes
V1	June 2012	New Policy including Loan Agreement and Procedures
V2	January 2018	Checked, thumbnail reference image box added (SK)
V3	February 2018	Separated from Procedure and Loan Agreement. Now titled Exhibitions and Loans Policy (SK)
V4	March 2018	Louise Ray comments integrated and edits made to main text (SK)
V4.1	May 2019	Small edits made for comments
V4.2	June 2022	Small edits made (SK)

**DATE OF REVISION: June 2027**