

The Wallace Collection's Conditions of Loan

The Wallace Collection will insist on a very high quality of care for all loans we make and all loans must comply with our standard conditions of loan, and any special conditions of conservation, security, display or indemnity that may be applied to a particular loan. Borrowers should be aware that this can mean standards and costs can sometimes be higher than they may have anticipated.

Prior to formal approval of a loan, The Borrower must agree to meet the following Conditions of Loan:

1. Period of Notice:

The Wallace Collection requires as much notice as possible for loan requests and no less than eighteen months.

Formal requests should be made in writing to the Director, the request should identify:

- The Wallace Collection accession number
- Title and dates of the exhibition
- Narrative of the exhibition
- The venue address and names of the key staff contacts
- A clear rationale including strong curatorial argument and persuasive case for the loan

Formal loan requests are considered initially by the Wallace Collection's Loans Committee and then by the Board of Trustees, who meet quarterly. Loan requests will be acknowledged upon receipt and formal decisions will be made within four months, however more complex cases may take longer.

2. Costs

The Borrower is responsible for paying all costs incurred by both the Borrower and the Lender in connection with the loan of objects. The Borrower will be asked to meet the following costs:

- A loan administration fee of £1,500 will be charged for overseas loans to non UK Borrowers
- Art handling technician costs (hourly or daily rate per technician for decant, install, or rehang associated with the loan or replacement of any objects coming off display)
- Conservation assessment and preparation of a Condition Report covering fitness to travel
- Preparation of objects for loan (mounting, framing, glazing, cradles, micro-climate enclosures, backboard)
- New photography or documentation
- Insurance premiums (for commercial insurance, indemnity deductibles, top-up or exclusions)
- When special Conservation treatment is required to make an object fit for loan, the costs may be passed onto the Borrower
- Case hire or case construction
- All transport, shipping and fine art agent related costs incurred in transporting works to and from the Wallace Collection (including any transfers between venues)
- Travel, accommodation and subsistence costs of the Wallace Collection courier
- Travel, accommodation and subsistence costs of the National Security Adviser in the event of a visit to inspect the premises
- Travel, accommodation and subsistence costs of any Wallace Collection staff member visiting the venue to inspect the premises or condition of the work/s either in advance or during of the loan
- Costs already incurred by the Wallace Collection in the preparation of work/s for loan in the event of early termination; likewise all costs as above relating to the return of the loan to the Wallace Collection

- Valuation costs to establish insurance value
- Additional provenance research if necessary
- Image reproduction rights for works on loan via Bridgeman Images
uksales@bridgemanimages.com

No expense in connection with the loan shall be borne by the Wallace Collection. The Wallace Collection will always endeavour to inform borrowers of any additional costs as early as possible.

When a loan would have a serious impact on our permanent collection displays, we may ask the Borrower to provide a special reciprocal loan at their cost in order to minimise the disruption to the Wallace Collection visitors.

3. Facilities and Security

Every loan made by the Wallace Collection must be approved in advance by the UK National Security Adviser (Arts Council England). The Wallace Collection uses the services of the National Security Adviser to advise us, and upon request in writing or by a visit from the Adviser, the Borrower must provide a Facilities Report including details of security and fire prevention arrangements at the Borrower's premises and put in place any additional measures which the Security Advisor or the Wallace Collection recommends.

Before any loan is agreed various checks are made on the suitability of the facilities and security at the Borrower's premises. These include checks on access routes into the exhibition space, environmental conditions (temperature, relative humidity, light levels), the physical security of the building and the number and nature of security staff employed. In some cases we may require improvements to be made and where this is not possible the loan may be withdrawn.

No cleaning, conservation work, framing, un-framing, mounting or other treatment can be done on the loan without prior written agreement from the Wallace Collection, even in the case of an emergency. Any damage to an object on loan must be reported immediately to the Wallace Collection's Registrar.

Once installation of the loan has taken place, the object cannot be moved, or display case opened without the written permission of the Wallace Collection, except in the case of an emergency.

All arrangements must adhere to the Annex D General security conditions and environmental conditions which apply under the Government Indemnity Scheme.

4. Environment Conditions

Loaned objects must be provided with a stable environment and should not be exposed to fluctuations in temperature or relative humidity outside the agreed conservation limits for the specific loan(s).

Along with the Borrower's Facilities Report, comparative environmental readings (RH, temperature, light levels, UV exposure) should be provided to the Wallace Collection. The Borrower must provide a stable environment in all exhibition and storage spaces for the loan(s).

Environmental conditions for individual objects will be specified in the Wallace Collection Loan Agreement. More sensitive objects will require specific and tighter RH, Temperature, and light control (including UV-radiation exposure), depending on the materials, condition, and history of the work of art.

Since the Wallace Collection is a mixed collection, the specification of stable environmental conditions and allowable ranges at the loan venue will be determined by the category/type of

object. This will include its material constitution, conservation history, fragility and an individual assessment of the object's vulnerability to damage due to environmental factors. Specified environmental conditions and control will reflect best practice in principles of preventive conservation according to object type.

Loaned items must not be exposed to direct sunlight.

Objects must not be placed near radiators or any other heating or air-conditioning device.

All arrangements regarding the Environment must adhere to the Annex D General security conditions and environmental conditions which apply under the Government Indemnity Scheme

All arrangements must adhere to Annex F Food and drink conditions which apply under the Government Indemnity Scheme.

5. Insurance and Indemnity

The Borrower is responsible for organising the insurance or indemnity arrangements for the loan which must be discussed and approved with the Wallace Collection:

Loans to National Institutions (UK)

For loans to other Exchequer-funded national institutions the Wallace Collection shall bear the risk of a total or partial loss and the national Borrower shall accept the cost of repairs in the event of reparable damage.

Loans to Non-National Designated Museums (UK)

Where the Borrower is a Designated Museum who has opted for the minimum liability arrangement the Wallace Collection shall bear the majority of the risk and the Borrower shall meet the cost of loss or damage up to a limit not exceeding £25,000 within its financial year.

Loans to Non-National Approved Borrowers (UK)

Where the Borrower is a non-national and approved borrower which has opted for the minimum liability the Wallace Collection shall bear the majority of the risk and the Borrower shall meet the cost of any loss up to £300 where the damage is less than £4,000 or the cost of any loss up to £300 plus 1% of the value of the - objects total value if the value of the damage is £4,000 or above. A copy of the policy wording must be provided for approval by the Wallace Collection well in advance of the transport date; a summary is not acceptable. Wallace Collection reserves the right to appoint the insurance broker of its choice.

Loans to Other Borrowers (UK and International)

The Wallace Collection will arrange for specialist Fine Arts insurance for the Loan against 'all-risks' and 'nail-to-nail'. The insurance value will be agreed by the Wallace Collection. The Wallace Collection's insurance broker will contact the Borrower directly. Costs for the Fine Arts Insurance Premium will be incurred by the Borrower and paid by the Borrower directly to the Wallace Collection's Insurance Broker.

As appropriate, the Wallace Collection may at its absolute discretion accept a Borrowers Indemnity under a National Indemnity Scheme.

6. Anti-Seizure Legislation, Combating Illicit Trade, Due Diligence

The Wallace Collection adheres to the 1970 UNESCO Convention (on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property).

As part of its Loan Agreement, The Wallace Collection will require all borrowers to "warrant, covenant and agree that it has no reasonable cause to believe that any object comprised in the

exhibition in which the objects shall be displayed was stolen, illegally exported or illegally imported from its country of origin as defined in the UNESCO Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property, 1970”.

The Borrower must not be aware of any matter or risk of third party claim which might impede the safe delivery of the object to, and the return of the object from, the Wallace Collection.

The Borrower shall ensure that the object qualifies for immunity or exemption from seizure under any relevant State statutes or laws providing for immunity or exemption from seizure of any objects of cultural significance and that all conditions required to be met pursuant to any such legislation for the objects to be immune from seizure have been or shall be met.

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 Wallace Collection’s [Due Diligence Policy](#)

7. Packing, Couriers and Transportation

The Borrower must arrange transport which meets the standards specified in Annex E General Transport Conditions, Government Indemnity Scheme.

All transport of objects must be carried out by an experienced fine art shipping agents using high specification vehicles with employees properly trained in the handling of works of art and in dealing with port procedures, import and export formalities and the like. All packing movement, shipping methods, routes and shipping agents must be approved in advance by the Wallace Collection.

The Borrower should arrange for the loan from the Wallace Collection to be cased in a high-specification museum case or hire rental case. Packing is overseen by Wallace Collection staff prior to despatch to the Borrower and visa-versa at unpacking upon return to the Wallace Collection at the end of the loan period.

We may ask for UK owned and/or Wallace Collection loans to be split between different shipments for monographic exhibitions or where the combined valuation of loans exceeds a particular threshold.

Loans will be escorted by a Wallace Collection courier who is to be present for all transport of the loan, movements, packing and unpacking, installation and de-installation.

8. Preparation for Loan and Condition Report

The display method proposed by the Borrower to secure loans to the wall or in a display case and mount must be approved in advance by the Wallace Collection, and some pictures will be glazed for loan, or require a physical barrier to be placed in front of them. Wall construction must also be checked and approved. Some works require special preparation for loan, stabilising, framing, glazing or provision of micro-climates.

Each loan will have a condition report created, which must be signed off by the Wallace Collection Courier and the Borrower’s representative at each movement of the work; any changes to the works should be noted on the condition report.

9. Photography, Filming, Reproduction and Acknowledgment

The Borrower must include the official Wallace Collection credit line for loans on the exhibition label, in the exhibition catalogue and all related exhibition material.

No photography or filming of individual loans by the Borrower for commercial purposes is permitted. General views of the exhibition which include the Wallace Collection loans for press, publicity or educational purposes are permitted. The loan agreement will specify whether general photography by exhibition visitors of Wallace objects on loan is to be permitted.

The Borrower should contact Bridgeman Images uksales@bridgemanimages.com with any requests for photographic material, reproduction rights and high-resolution images. All images supplied are supplied subject to the Wallace Collection's terms of use.

The Borrower should provide the Wallace Collection with two copies of the exhibition catalogue as soon as it has been published.

10. Loan Agreement

Once the Borrower has agreed to meet the Conditions of Loan, and if the loan is formally agreed, a Wallace Collection Loan Agreement form, setting out the specific responsibilities and obligations of the Borrower, are issued by the Wallace Collection and must be completed and signed by both the Borrower and the Wallace Collection.

11. In Case of Damage

In the event of damage or loss to the object, regardless of who is responsible, the incident is to be immediately reported by telephone to the Registrar at the Wallace Collection. The Borrower must ensure that a written report, including condition report and photographs showing the damage are received by the Wallace Collection within 24 hours of the incident. In the unlikely event that any work is damaged during the loan, the Borrower will be expected to cover the necessary costs of inspection by Wallace Collection staff or the removal of the work from exhibition. The cost of conservation work undertaken as a result of any damage will be borne by the Borrower. No conservation work should be carried out by the Borrower without written permission from the Wallace Collection. Any theft or breach of security in the exhibition should be reported even if the Wallace Collection objects are not directly affected.

12. Cancellation or Early Termination of Loans

The Wallace Collection reserves the right to recall or cancel any loan in the event of an emergency, or if the Borrower undergoes a change of financial control impacting severely on the performance of the Borrower, or if the Borrower is in default of any obligation under the Conditions of Loan or Loan Agreement, or if the Borrower has not remedied the default to the satisfaction of the Wallace Collection, or if the default is a fundamental breach of the Agreement.

List of Relevant Policies

UKRG Facilities Report
UKRG Security Supplement
1970 UNESCO Convention (on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property)
Government Indemnity Guidelines (Annex D Security and Environment Conditions)
Government Indemnity Guidelines (Annex E General transport Conditions)
Government Indemnity Guidelines (Annex F Food and drink Conditions)
The Wallace Collection Due Diligence Policy
The Spectrum Standard

Date of next review October 2020