

Loans Out Policy

Governing Outgoing Loans from the Collection:

Name of museum:	The Royal Academy of Arts
Name of governing body:	The Council of the Royal Academy of Arts
Date of first approval:	12 January 2010
Date of review:	3 December 2019
Date of next review:	30 November 2022

1. Introduction

- 1.1 This policy defines the circumstances under which works from the Royal Academy of Arts (RA) permanent Collection will be lent.
- 1.2 This policy applies to accessioned works in the Collection, including paintings, sculptures, plaster casts, works on paper, photographs, silver, memorabilia, archival material, historic books and skeletons.
- 1.3 This policy does not apply to accessioned works leaving the premises for the purposes of conservation, evaluation or storage.
- 1.4 In keeping with the RA Environmental Sustainability Statement of Principles (2019), the RA is committed to approaching lending in a way that minimises the environmental impact as much as possible.

2. Reasons for Lending

- 2.1 Loans can be made for public display on either a short or long term basis for periods from 6 months to no more than 2 years as agreed.
- 2.2 Loans can be made for research purposes, providing the borrower has submitted, in writing, an outline of the research project.
- 2.3 Short term loans for exhibitions can be considered for venues including art galleries, museums, historic houses, public or academic institutions. Long term loans, with the exception of Diploma Works (works given by Royal Academicians following election to the RA) may be considered for additional venues such as government departments, embassies or clubs.

3. Exclusions

- 3.1 Loans to private individuals will not be considered unless in exceptional circumstances.
- 3.2 Loans to corporate offices or businesses will not be considered unless in exceptional circumstances.
- 3.3 Works that are deemed by the RA staff to be too fragile to withstand the normal rigours of transport and handling or are not of an acceptable standard for display will not be lent unless it is possible, by conservation, to bring the work(s) up to display standard. Conservation expenses (either in full, or partially) may be charged to the

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borrower, with their prior agreement. However, in some cases, it may not be possible to conserve the works(s) to an acceptable standard for loan.

- 3.4 Diploma Works will only be considered for loan to 'approved public galleries while such works are not required for exhibition at the RA.' This is taken to include museums, exhibition venues and public spaces within academic institutions.

4. Loan Requests

- 4.1 Loan requests should be made in writing and addressed to the President of the Royal Academy of Arts. The RA will endeavour to acknowledge each new loan request within two weeks of receipt.
- 4.2 A minimum notice period of 6 months prior to the opening of the exhibition is required. Requests received outside this time limit will be considered on a case by case basis.
- 4.3 Requests should include reference to the following information:
- 4.3.1 Works(s) to be borrowed;
 - 4.3.2 Dates of loan period;
 - 4.3.3 Project overview;
 - 4.3.4 Relevance of inclusion of RA work(s)
 - 4.3.5 Environmental conditions at the borrowing venue;
 - 4.3.6 Security arrangements at the borrowing venue;
 - 4.3.7 Proposed insurance arrangements;
 - 4.3.8 A statement that costs will be borne by the borrower;

5. Loan Consideration and Approval

- 5.1 All loans are considered by RA Council who meet on a monthly basis (excluding August, September and January).
- 5.2 Loans will be considered on the following basis:
- 5.2.1 The condition of the requested work(s)
 - 5.2.2 Prior commitments: If the work(s) has already been committed to a borrower or a significant in-house Collection display, it cannot be lent.
 - 5.2.3 The exhibition proposal and the relevance of the requested work(s) to the exhibition.
 - 5.2.4 Environmental and security controls at the borrowing venue: The borrower must have an emergency plan or written provisions for dealing with potential disaster situations such as a breakdown in environmental control equipment, theft, fire, flood or natural or man-made disasters. Where environmental or security conditions fall outside the parameters as specified in the loan agreement, the RA will endeavour to offer help in finding practical solutions, where possible.
 - 5.2.5 A facilities report must be completed. This can either be the UKRG Standard Facilities Report or the American Association of Museums Facility Report, adopted by the Registrars' Committee of the American Association of Museums, 2011.

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5.2.6 Length of loan period; while loans can be renewed on expiry, each loan will be agreed for a finite period in the first instance. Short term loans will normally be made for up to a period of 1 year or no more than three venues of an exhibition. For the purposes of this policy, long term loans are defined as being to one venue only and of a duration of greater than six months. Long term loans will normally be reviewed on a 2 year basis and never more than 5 years.

5.3 All loans from the Collection are assessed by the relevant RA Curator and Director of Learning and Collections who make recommendations to RA Council.

6. The Loan Agreement

Except in exceptional circumstances, the RA loan agreement will be issued to each borrowing venue rather than to the organising institution.

The borrower will be expected to adhere to the loan agreement which will include the following key terms as a minimum:

HEADING	KEY TERMS
General	The work will be loaned to the borrower for inclusion in an exhibition at the borrower's venue for a loan period on the terms of the RA loan agreement.
	The works will be returned to the RA at the end of the loan period.
	The borrower will carry out due diligence procedures for all works and will ensure that any such work has not been stolen or illicitly traded as defined by the UNESCO 1970 Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Cultural Property.
	Title to the work shall remain with the RA
Care of the Work whilst on Loan	The borrower will be responsible for the safety of the work.
	Movement of the work will be restricted to a minimum.
	The RA will provide a written condition report.
	Works to be displayed out of public reach. Framed works must be screwed to the wall with a minimum of three mirror plates and security screws. The wall and panels to which the work is attached must be of sufficient thickness to ensure the safety of the work and the structure must be entirely stable. Unframed works must be displayed in a securely locked case. The case must be stable so that the loan is protected from vibration and knocks, by being secured to the floor. The case should have at least two locks, be sealed on all five sides and glass used in the case must comply with any guidelines issued by the Arts Council. All joints and doors must be dust proof. All materials used to make the case must be completely inert. Access should be via a hinged, locked door or via a panel with security screws which are glued into position once installation has taken place. Access to light fittings must not involve opening the case. The RA will not normally accept a case design which involves lowering a Perspex or glass box over the work.

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	No marks or labels applied to the work.
	Existing labels or other identifying markings on the work must not be removed or obliterated.
	No restoration or conservation work will be carried out on or to the work without the prior written agreement of the RA.
	The borrower will notify the RA any damage to or loss of the work immediately by telephone or email.
Liability, Insurance and Government Indemnity	The borrower will be liable to the RA for any loss or damage, arising from damage to, or destruction of the work during the loan period according to the agreed valuation.
	The borrower is to insure the works at the agreed valuation set out in the RA loan agreement on a nail to nail basis through a fine arts commercial insurance (irrespective of the fact that any damage or loss to the work is caused by Force Majeure) approved in advance in writing by the RA.
	The RA will accept Government Indemnity (or applicable local Government or State Indemnity if it provides the same cover as the RA's own commercial fine arts insurance).
	Any liability will not exceed the value of the work set out in the RA loan agreement.
	The RA shall not be liable to the borrower by reason of any breach of the RA loan agreement, breach of statutory duty, or negligence of the RA, for any loss of profits, loss of contracts, loss of markets or loss of opportunity that may be suffered by the borrower in connection with the RA loan agreement.
Environmental conditions	Display: Case construction materials and design must be approved the RA prior to commencement of work. Cases should be lockable, clean and dust free. Should any decoration, renovation or building works be planned in the vicinity of the work which might affect the work, the RA must be notified at least two weeks in advance to allow time for the safeguarding of the work, ie its removal from the area or protection <i>in situ</i> .
	Relative humidity: This is dependent on the sensitivity of the work, but in general must be maintained between 40% and 65% (<u>or</u> 50% and 55%) with fluctuations of no more than 10% (<u>or</u> 5%) within these limits within any 24 hour period. The humidity conditions must be maintained for a minimum of 95% of the time.
	Temperature: This is dependent on the sensitivity of the work, but in general, the temperature in which the Work is kept must be maintained at a steady level between 16 and 24 degrees (<u>or</u> 18 and 22 degrees) and must not vary by more than 2 degrees in any 24 hour period. The temperature conditions must be maintained for a minimum of 95% of the time.
	Lighting: This is dependent on the sensitivity of the work, but in general, light levels must not exceed 200 lux (or 50 lux). Ultraviolet light must be below 75 microwatts per lumen. Daylight, fluorescent and other lamps which exceed this level must be fitted with a filter. All lamps and their control equipment, including transformers, must be fitted in a ventilated compartment separated from the work by a sheet of glass or mounted externally to the case. This excludes fibre optic tails. Access to the lights

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	for maintenance must not involve opening the case or the particular compartment in which the work is contained.
	Conservation: The work must not be cleaned or conserved without prior written permission from an authorised representative from the RA.
	Smoking must not be permitted in the vicinity of the work.
	Drinking or eating must not be permitted in the vicinity of the work.
Transport and couriers	The borrower shall bear the cost of transporting the Work at the commencement and end of the loan period.
	The RA reserves the right to nominate a courier to accompany the work in transit and to oversee the installation and de-installation, packing and condition checking of the work. The borrower will provide sufficient subsistence to cover meals and other reasonable expenses incurred during the course of the courier's engagement in relation to the loan.
Security	The borrower is to secure the work from theft or damage at all times, with 24 hour guard or, if agreed in writing in advance with the RA, the provision of a security guard during the borrower's opening hours and intruder alarm surveillance at night.
Costs	The borrower will pay all costs unless otherwise agreed including but not limited to: <ul style="list-style-type: none"> • Insurance; • Transport; • A biennial conservation inspection of the work (in cases where the work is on loan for more than 2 years); • The necessary preparation of the work, including conservation or where applicable, display mounts and condition reports; • Provision of packing or packing cases for the transportation of the Work; • Security of the work; • Fees for forward/handling agents and customs duties or other related costs; • Photography and photographs of the work;
Photography and Filming	The borrower will only be entitled to photography, copy or otherwise reproduce the Work with the prior written permission of the RA.
Law and jurisdiction	The Laws of England and Wales determined by the English Courts.