

Leeds University Library Special Collections and Art Collection

Loans Policy

1. Introduction

Leeds University Library holds some of the finest and most distinctive items in the care of the University. Special Collections holds 200,000 rare books and print, and hundreds of thousands of manuscripts and archives. The University Art Collection contains close to 3,500 artworks, including paintings, sculpture, drawings and prints.

To learn more about our collections, please visit <https://library.leeds.ac.uk/special-collections> for the online catalogue for Special Collections, or <https://library.leeds.ac.uk/art-gallery-collections> to search the Art Collection online.

2. Why we lend

The Library wishes to meet loan requests whenever possible. We make loans for the following reasons:

- To widen access to the collections
- To increase knowledge about and encourage research into the collections
- To support the strategic objectives of the Library and the University of Leeds
- To increase regional, national and international cooperation

3. Who can borrow?

Loans are made to public exhibitions within the UK and abroad. Research loans are considered on a case by case basis.

We do not lend to private or commercial exhibitions.

Borrowers will need to demonstrate that they can provide facilities to maintain the loaned items in appropriate environmental and security conditions. This may involve an inspection visit prior to agreeing the loan.

Borrowers must be able to provide an undertaking that no items in the exhibition or display are known or suspected to have been stolen, illegally imported/exported, or

illegally excavated, as defined in the *UNESCO Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property*.

4. Lending criteria

We do our best to support loan requests. In deciding to lend we consider:

- The preservation needs of the item
- The resources available to expedite the loan
- If the absence of the item will be detrimental to our public programmes, our visitors or researchers

The request will be considered by the Special Collections or Art Collection team, according to the Loans Policy and the decision communicated to the applicant as soon as possible.

- If an application is successful, the borrower will be required to meet our **Standard Conditions of Loan** (*Appendix A*).
- The loan will be contingent upon the borrower satisfying and agreeing to **specific conditions of loan**, tailored to the precise circumstances of each loan.

5. Reasons for refusal

Occasionally we may find it necessary to refuse a loan request, for example:

- If we do not have the resources internally to prepare the item(s) for loan.
- If there is insufficient time to consider and prepare the loan (see section 8).
- When suitable environmental or security conditions cannot be provided.
- If the requested item(s) are fragile, in a poor or unstable condition, or at excessive risk of damage from handling or during transit.
- If the item(s) are required for display at the University of Leeds or if its absence would be detrimental to a group of items on display.
- If the item(s) are required for research at the University of Leeds and a digital surrogate is not available/ suitable
- If the item(s) are 'iconic' works in the collection, that are particularly popular with visitors, or that visitors come specially to see and are an essential feature of our permanent displays.
- If the item(s) have been lent very often and are in demand from our visitors.
- If the item(s) are required for learning or other activities during the proposed period of loan.
- If the request is for use as props in theatre, film or TV productions.
- If the request use is incompatible with University of Leeds's status as a charitable body.

- If the borrower is unable to provide the necessary undertaking relating to stolen, illegally imported/exported, or illegally excavated items, as set out in section 3.

6. Notice

We ask that requests for loans be made as early as possible:

Minimum six months in advance for UK loans

Minimum 12 months in advance for overseas

Where a number of items are requested or the loan is complex, we need longer notice so that the items can be prepared and the loan processed.

7. Duration of loan

We will normally only lend to temporary exhibitions of up to 6 months duration.

Requests for loans longer than this, or for touring exhibitions which will total more than 6 months, will be considered, but agreement will be based on the suitability of the item(s) requested and the borrowing venue(s).

8. Costs

We aim to make loans cost-effective for borrowers, but a scale of charges will apply as follows:

- International loans and UK exhibitions or venues with an admission charge will be expected to meet the full cost of the loan, including packing, preparation and staff time, including courier time.
- UK exhibitions or venues without an admission charge will not be charged for staff time, other than courier time. Charges will be made if it is necessary to bring in external contractors to service the loan (for example, additional handling technicians). Charges will be made for all costs in relation to the loan (for example, crates, transport, conservation, digital surrogates etc.)

All costs will be identified at the time of agreeing the loan or as soon as they become available. Digital surrogates will be charged at full commercial rates, as detailed on the Library website. In the event of a late cancellation of the loan by the borrower, we reserve the right to pass on any costs already incurred.

9. Termination of loan

We reserve the right to cut short the loan period or recall any item from loan at any time, but will not normally do so unless in emergency or where the borrower fails to comply with our *Standard Conditions of Loan*.

10. Submitting loan requests

Loan requests should be directed to

- For the Art Collection:
Gallery Curator – gallery@leeds.ac.uk
The Stanley & Audrey Burton Gallery, Parkinson Building, University of Leeds,
Leeds, LS2 9JT
- For all other items in Special Collections:
Head of Special Collections – libscoll@leeds.ac.uk
Special Collections, Brotherton Library, University of Leeds, Leeds, LS2 9JT

11. Useful Resources:

- [UKRG Registrars Group](#)
- [UNESCO Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property 1970](#)
- [DCMS Government Indemnity Scheme](#)

12. Revision schedule

This policy will be reviewed by Library Leadership Team in December 2021.

APPENDIX A:

Standard Conditions of Loan

1. Introduction

The Library holds collections in trust. We must therefore ensure the safety, security and ongoing preservation of objects within our care. To accomplish this, the following **Standard Conditions of Loan**, which reflect international museum and library standards, are mandatory.

These Standard Conditions of Loan apply to all loans made for whatever reason from our collections. It is the borrower's responsibility to ensure that they, their employees and their agents understand them and adhere to them.

We reserve the right to add to or change these conditions before the Loan Agreement is signed.

We reserve the right to cancel a loan at any time, but will not normally do so unless in emergency or where the borrower fails to comply with these **Standard Conditions of Loan**.

We must be notified immediately of any proposals to change the dates of the loan, or of any closures or changes at the borrowing institution, which affect the objects on loan.

2. Acknowledgements

The University must be publicly acknowledged as the owner of the item loaned. We will provide the correct form of acknowledgement to be used on display and in printed materials in the Loan Agreement.

We request two copies of any relevant publications for our files.

At the end of the loan period, the borrower should inform the Library of the number of people who visited the exhibition/display.

3. Security

Minimum security and fire precautions will normally comply with the Arts Council England's Government Indemnity Scheme (GIS) guidance. We require borrowers to provide details of their facilities and security using both the UK Registrars' Group Standard Facilities Report and Security Supplement or national equivalent. In some cases we will require the borrower to meet additional security measures for the loan to proceed.

Twenty-four hour security is required. We will approve exhibition cases, frames, fittings and security barriers. These will be stipulated in the Loan Agreement.

The borrower will have an efficient Fire Prevention Policy. Fire precautions will include regular, twenty-four hour inspection of the premises or the presence of a fire detection system with an adequate call-out procedure.

Smoking, eating and drinking must not be permitted in the area where our loans are displayed or stored.

4. Environment

Our normal requirements are based on the principles of museum sustainability, as outlined in the joint ICOM-CC and IIC declaration on environmental guidelines agreed in September 2014. Some objects will require specific conditions. The capacity of borrowing institutions to meet our requirements will vary. We will therefore proceed on a case by case basis to agree, prior to the loan, the best way of ensuring suitable environmental conditions or find an alternative strategy.

The environmental requirements for all objects will be evaluated at the time of the loan request and specified in the Loan Agreement. If the agreed environmental conditions cannot be maintained throughout the exhibition, for any reason, the borrower will consult us within 24 hours.

For your guidance, the environment in the gallery and store should be stable and meet the following parameters:

- **RH** 40-60% with maximum cycle of 10% over 24 hours; occasional periods of up to 65% permissible
- **Temperature** 16-24 degrees C with maximum cycle of 4 degrees over 24 hours
- **Lighting** for materials vulnerable to damage by light (ISO categories 1-3): 50-100 lux, depending on sensitivity and previous known exposure; ultra violet filtration not to exceed 35 microwatts per lumen from artificial sources (but preferably eliminated). Daylight should be excluded. Borrowers must take precautions to limit light exposure during installation and routine activities such as cleaning.

For medium and low sensitivity materials (ISO categories 4-7): a maximum illuminance of 200 lux; ultra violet filtration not to exceed 35 microwatts per lumen from artificial sources (but preferably eliminated).

Light will be excluded during closed periods, except for short periods for cleaning and similar routine activities. Precautions should be taken to protect objects from heat emitted by light sources.

Prior consent from the Head of Special Collections or the Gallery Curator must be sought for photography or filming of our objects whilst on loan. Our items must be protected from the lights used for these purposes when other neighbouring objects in the exhibition are being photographed or filmed.

Venues (including all those on a touring exhibition) must supply environmental readings from the same period from the previous year as well as illuminance data relating to the display location prior to the loan being agreed. Environmental monitoring will be conducted in the display location throughout the loan period and supplied on request.

Objects will not be sited near sources of heat, cold or strong air currents such as ventilation ducts, radiators, fireplaces or dehumidifiers. The borrower will supply venue plans on request.

Objects should be acclimatised at the loan venue for no less than 24 hours before being unpacked and installed. Packing cases and materials will be stored by the borrower in clean, dry, secure conditions.

5. Display and handling

We will approve all methods and materials used in the display. Works which are difficult to install or particularly fragile may have to be installed by Leeds University staff as a condition of loan, at the borrower's expense.

Details of wall fixings or other display methods or works demanding special handling and display requirements will be submitted using the UK Registrars' Group Standard Facilities Report or national equivalent. Case specifications and elevations relating to the proposed case(s) will be submitted using the UK Registrars' Group Standard Facilities Report Display Case Supplement or national equivalent.

Where suitable mounts, cradles or frames do not already exist for loan items we will supply a specification for their manufacture or provide a bespoke solution ourselves. The borrower will bear any related costs.

Except for packing and installation, objects may not be handled, unless by mutual agreement (for example, page turns) or in the case of an emergency. Objects should only be handled by trained staff and contractors approved by the University of Leeds.

Objects on loan will not be marked, in any way or any temporary or permanent attachment be affixed to their surface. Existing marks, labels, display frames, fixings or attachments will not be removed from the objects or any conservation work undertaken without permission from the Head of Special Collections or the Gallery Curator.

Any deterioration of, or damage to objects, or failure to meet environmental specifications (including the breakdown of environmental controls) must be reported to us immediately.

6. Conservation and condition reporting

Objects requested for loan will be condition checked by Leeds University staff. Conservation and condition reporting costs may have to be met by the borrower where we judge the resources required to be significant.

The condition of the object(s) will be checked against the condition report during unpacking and then prior to packing at the loan venue. The final check will be made on the return of the loan to the University of Leeds. The borrower and lender will record and agree any changes in the condition of the object(s). The borrower will report any damage or discrepancies to us immediately.

7. Insurance

The borrower should indemnify each item loaned against all insurable risks from the moment it leaves our premises until its return ('nail-to-nail' basis). In the case of a touring exhibition, a single policy must usually cover all journeys and exhibition venues.

We will specify the insurance valuation and will require a certificate or proof of insurance before we release the item for loan. Any cost of obtaining any valuation of the item(s) which are required for the purposes of insurance will be met by the borrower. Special Collections reserves the right to increase the value of any item at any time, to take into account changes in the market value of the item.

The insurance policy should specify no recourse to packers or carriers.

Loans to UK non-national museums and galleries may be eligible for cover under the Government Indemnity Scheme (National Heritage Act 1980, Section 16). The borrower will be required to meet the minimum liability as currently defined by the UK Government. The borrower may be asked or may decide to cover this liability by commercial insurance.

We will normally accept indemnity offered by the government of an overseas borrowing institution, where such an indemnity scheme exists. However, we need indemnity details well in advance, so that we can approve the conditions offered. In the absence of an indemnity, insurance should be arranged by the borrower with an insurer based in the UK, with approval by the University of Leeds. The borrower carries all costs in any such arrangement.

8. Packing and transportation

Packing will be carried out by Leeds University staff or approved contractors. All returning loans will be packed using the same packing material and method. Packing notes will be provided, where possible. The borrower will appoint experienced fine art transportation agents. We will approve all packing, collection, transportation and delivery arrangements before releasing the loan.

Collection and delivery dates will be agreed in advance. Loans will normally be delivered as close as possible to the exhibition opening date and returned as soon as possible after the exhibition closes.

Transport arrangements will normally comply with the Arts Council England's Government Indemnity Scheme (GIS) guidance. Objects should be secure whilst in transit and protected from climatic extremes and excessive vibration and shock – an air-ride truck may be specified. The most direct travel routes will be used and ideally completed in one haul – in general, we will not allow warehouse storage in transit. Loans in transit must never be left unattended.

Couriering of loans by Library staff will be undertaken as necessary by mutual agreement. The courier's duties and responsibilities will be agreed in advance. For international loans, the fine art agent will arrange all customs and security clearance and assist the courier at all ports of entry and exit. The courier will fly business class, where possible. The purchase of an extra seat may be necessary for hand-carried items. The borrower will meet the cost of staff time and all reasonable costs of travel, accommodation and subsistence. The *per diem* will be agreed in advance and issued in cash on arrival.

9. Costs

The borrower is expected to meet all expenses connected with the loan, according to the scale of charges described in our Loans Policy.

These may include staff time for the preparation of the item for loan, including conservation and condition reports, frames and framing, mounts, plinths or supports as required, glazing, packing and packing containers, insurance, transport, all costs relating to couriers, forwarding agents' fees, photography, creation of digital surrogates and similar costs.

Borrowers will be informed of costs they will be required to meet at the time of agreeing the loan.

10. Reporting loss or damage

The borrower will notify us immediately of loss or damage to our loans or any breach of security at the borrower's venue. Any costs relating to loss or damage will be met by the borrower.

11. Reproduction, photography and filming

We will supply photographs of the item where they exist; if new photography must be ordered, this will be at the borrower's expense. Borrowers should obtain our written permission in advance if they are being used for press and television coverage or for publicity material associated with the exhibition.

The University must be suitably acknowledged. Enquiries about reproduction and the correct form of acknowledgement should be made to gallery@leeds.ac.uk (for Art) or libscoll@leeds.ac.uk (for all other items).

It is the responsibility of the borrower to observe copyright law. We retain copyright of all the photographs we supply. Borrowers need to indemnify and render the University harmless against any breach of copyright or moral rights vested in third parties.

Photography, filming, televising or otherwise recording or reproducing the loaned item(s) during the loan period is not normally permitted. All requests should be submitted in advance, using gallery@leeds.ac.uk (for Art) or libscoll@leeds.ac.uk (for all other items).