



LOANS POLICY AND CONDITIONS

A. Loans Policy

1. Who we are

The Victoria and Albert Museum is one of the world's great museums, housing a vast collection of art and design which reflects many civilisations, styles and subjects. The collection covers more than two thousand years of creativity from many parts of the world. We collect objects illustrating and documenting the history of art, craft and design as exemplified in the fields of books, ceramics, digital art, drawings, dress, furniture, glass, jewellery, manuscripts, metalwork, miniatures, paintings, performing arts, photography, plastics, prints, sculpture, silver, tapestries, textiles, toys, watercolours and woodwork.

2. Why we lend

Section 7 of the National Heritage Act 1983, empowers the Board of Trustees of the V&A to lend objects from the collections. The Trustees support an active programme of loans as a key means of making the collections more widely available to the public and enhancing the reputation of the V&A as the world's leading museum of art and design. In doing so, they acknowledge the importance of allowing objects to be seen in new contexts by diverse audiences and the value of research as part of the exhibition process.

The Trustees also lend objects from the collections in order to promote, support and develop the UK creative economy by inspiring designers and makers and, by stimulating enjoyment and appreciation of design.

The V&A actively encourages the use of its collections to supplement permanent displays in other museums, regional galleries and historic buildings and has a significant number of objects on long-term loan throughout the UK and internationally. At these venues V&A objects are used either to complement existing displays, or provide a link for a range of narrative themes on living, decoration, domestic furnishings and taste.

3. Who can borrow

The V&A will lend to public museums, galleries, libraries, archives, educational institutions, public and charitable bodies, and commercial organisations for appropriate purposes. If there is demonstrable public benefit in doing so, the V&A may consider lending to any venue in the UK and abroad that provides public access and is able to meet our loan conditions.

4. What we lend

The V&A will consider lending objects from all our collections unless there are legal, ethical or practical issues that prevent us. We must balance the work involved in these loans with our

own programme of exhibitions and gallery displays. Likewise, the benefit of increased public access to the object must be offset against the risks arising from packing, handling, movement and transportation. Loan requests are therefore subject to a formal approval procedure. All loans from the V&A's collections are subject to our Loan Conditions, which are outlined below and issued to borrowers upon receipt of a loan request. This document explains how to apply to borrow objects and the approvals procedure.

5. Period of loan

Loans may be made on a short-term basis (up to one year) to one or more venues, or on a long-term basis. For long-term loans, the maximum first loan period is three years, after which the loan is reviewed and may either be returned or renewed.

Light sensitive or vulnerable objects may only be available for shorter periods

6. Period of notice

The approval procedure for loan requests involves consideration by the V&A's Collections Group, which meets monthly. In addition, the work involved in assessing objects and preparing them for loan must be scheduled in with the requirements of other V&A activities.

Requests from UK borrowers must be received no less than **six months** before the exhibition is scheduled to open.

All international loan requests must be received no less than **nine months** before the exhibition is scheduled to open. This notice counts from the moment a **final list** of objects has been submitted. We recommend that loan requests for a large number of objects, or for complex objects, should be made no less than 18 months in advance of the planned exhibition opening date.

7. Preliminary Enquiries

Curatorial staff are always happy to advise about the selection and general availability of objects for loan. We suggest that preliminary research should be carried out well in advance and we would welcome early discussions. Many objects from the V&A collections can be viewed on the V&A web site but, where possible, we recommend an actual visit to view and discuss any objects under consideration.

8. Formal request

Requests for loans are made in writing to the Director of the Victoria and Albert Museum. The applicant must identify

- the objects requested quoting V&A accession numbers where possible
- the title and dates of the exhibition
- scope of the exhibition
- the venue address and names/contact details of key staff involved
- a clear rationale for the inclusion of the objects in the exhibition, display or project

Any subsequent changes to these details must be confirmed in writing. In the event of an object being withdrawn from the exhibition, the V&A will not normally undertake to provide a substitute.

All requests will be acknowledged on receipt of a formal loan request letter.

9. Approval of loans

Initial enquiries usually take around six weeks, after which the prospective borrower can expect to receive a decision. The decision to lend in principle is made on the basis of:

- The academic and intellectual integrity of the exhibition or project
- The physical suitability of the object for transport and display
- The resources required to make the object available
- The risks surrounding a loan being assessed and moderated to the Museum's satisfaction
- The impact on the Museum's own displays of any withdrawal of objects for loan.

At the V&A, the loan process is managed centrally by the Loans Section: each loan request is assigned to a named registrar who coordinates the Museum's response. Museum stakeholders are:

- Collection departments, for prior commitments and the intellectual justification for the inclusion of the objects
- Conservation, for the condition of the object and essential interventions required to make an object fit for transport and display
- Technical Services, for available mounting and packing resources
- Loans Section, for space in the Museum's future loan schedule and ongoing negotiation of terms and conditions.

Individual objects valued at £1,000,000 and above, or subject to particular restrictions, are referred the Trustees Collections Committee for approval to lend.

When a loan application has been approved, the Loans Section guides the borrower through the process and is the single point of contact: they negotiate environmental and security conditions, display requirements, the loan agreement and insurance, and transport and courier requirements. We emphasise managing the physical risk to the object at each stage of the loans process. The Museum reserves the right to withdraw approval for a loan if specific security, display or other concerns cannot be addressed.

10. Why a loan might be refused

The V&A endeavours to remove all potential barriers to a loan. There may be occasions however when loans may be refused. We will explain the reasons behind our decision, which might include:

- prior commitments for the object/a clash of dates with other projects
- inadequate justification for a particular object to be lent

- fragility or physical nature of the object
- removing the object from display would have a significant impact on our galleries
- the object will not be accessible to the public
- specified display, environmental and security requirements cannot be met
- short notice of the loan request
- pressure on Museum resources

If objections are received, the request is discussed and a decision made in the monthly meeting of the Museum's Collections Group.

11. The Loan Agreement – Responsibilities of the Borrower

Once curatorial, conservation and security checks have been completed and all the display and insurance arrangements for the objects have been agreed, the Loans Section will prepare a formal Loan Agreement setting out the responsibilities and obligations of the borrower in connection with the loan. The Loan Agreement must be signed by both parties and returned to the Registrar prior to the despatch of the loans.

B. Conditions of Loan

The general conditions of loan are listed below. These may be supplemented by special conditions in certain circumstances.

12. Borrower's General Covenants

The Borrower covenants, warrants and agrees that:

12.1 It shall take all reasonable steps to keep the objects in the same state of repair and condition as received.

12.2 It shall not carry out any restoration, cleaning, conservation or other work to the objects unless directed to do so by the V&A or with the V&A's prior written agreement.

12.3 It shall immediately notify the Loans Section by telephone, and in writing, of any loss, theft or damage to any of the objects and of any damage to display cases, enclosures or supports.

12.4 It shall give reasonable access by V&A staff and/or other named representatives to the loan objects at any time during the loan period, provided reasonable notice is given.

12.5 For touring exhibitions where the Borrower has responsibility for the entire tour and a single Loan Agreement has been signed with the V&A, it shall make every reasonable effort to ensure that the participating venues shall meet the V&A Conditions of Loan.

12.6 It is not aware of any matter including third party claims which might impede the delivery of the objects to and/or the return of the objects from the Borrower's venue.

12.7 Where applicable, it shall ensure that the objects qualify 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.

12.8 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 by the *UNESCO Convention on the Means of Prohibiting And Preventing the Illicit, Export and Transfer of Ownership of Cultural Property* adopted on 14th November 1970.

13. Costs covered by the Borrower and detailed in the Loan Agreement

For loans to UK venues, the V&A covers the curatorial and administration costs.

For loans to international venues, the Borrower is charged an administration fee that is proportional to the number of objects requested.

The Borrower will be invoiced, shortly after the objects have left the V&A, for the following costs:

- Display preparations (time and materials), e.g. mounting and framing of prints, display supports, book cradles, mannequins
- Condition assessment and production of Condition Statement
- Conservation (time and materials)
- Packing (time and materials)
- Record photography (if necessary)

In addition, the Borrower will be responsible for the following costs, where applicable, and will contract directly with the appointed agent:

- Fine Art Agent fees
- Courier travel fares, accommodation and subsistence
- Insurance
- Bespoke packing cases (which are normally constructed by the Fine Art Agent to a specification provided by the V&A), incl. their disposal at the end of the loan

Since these costs can often form a large part of the exhibition budget, Borrowers must ensure that they have been anticipated.

14. Indemnity/Insurance

For UK Borrowers

Where the V&A is satisfied that all its conditions of loan will be met and the venue is approved by the Museums Security Adviser, the V&A is empowered to extend indemnity on behalf of the

Department for Culture, Media and Sport (DCMS) under Section 16 of the National Heritage Act of 1980. This indemnity will only be granted where the loan is for the public benefit.

The Borrower will then be expected to accept minimum liability, defined as the cost of any loss or damage:

- £300 where an object is valued at less than £4000
- £300 plus 1% of the total value where the object is valued at £4000 or more.

If the Arts Council England has already declined indemnity to the Borrower for the exhibition, it is the responsibility of the Borrower to notify the V&A of this. Indemnity may have been refused on the grounds that the arrangements for the exhibition are unsatisfactory in respect of any of the following: public access; security; transport; environmental control and monitoring.

It is the responsibility of the Borrower to inform the V&A if it is a Designated Museum under the Arts Council England Designation Scheme and if it has opted for a minimum liability agreement of £25,000 within its financial year. Such a Borrower must meet the cost of loss or damage up to a limit not exceeding £25,000.

Otherwise, commercial insurance providing 'Values Agreed', 'All-Risks', 'Nail-to-Nail' cover will be arranged by the V&A, and the Borrower will be expected to pay the broker direct.

Alternatively, the V&A is prepared to consider the Borrower's own insurance policy providing a copy is supplied for review well in advance and a certificate of insurance is sent before the objects leave the V&A.

For International Borrowers

The V&A may be prepared to accept indemnity offered by the Borrower's Government, or commercial insurance, providing 'Values Agreed', 'All-Risks', 'Nail-to-Nail' cover. In those cases, a copy of the indemnity undertaking, or commercial insurance policy document, should be received by the Loans Section for consideration at least three months in advance of the start of the loan and certainly before the objects leave the V&A.

15. Transport and Packing

The Borrower must arrange transport which meets the standards specified in the General Transport Conditions, Government Indemnity Scheme (Appendix 2). This will usually result in the appointment of an experienced Fine Art Agent to collect objects from and return them safely to the V&A. The Borrower's Agent must meet and escort all shipments and couriers on arrival, at departure and during any transfer; arrange customs clearance; and must appoint an Agent in the UK as soon as possible.

Objects will be packed by the V&A and if a packing case is required to transport the object, the UK Fine Art Agent (appointed by the Borrower's Agent) should construct the case to the V&A's specification and deliver the case direct to the V&A for packing.

For objects that are portable and /or extremely vulnerable it may be necessary to transport them in a hand-carrycase. As the courier must remain with this case at all times an extra seat will be required in the aircraft next to the courier to accommodate the case during the flight. Whilst recognising that Customs and Security procedures at points of entry and departure must be followed, the courier will make every effort to avoid the object's being unpacked during the journey. If the case must be opened, the Borrower's Agent should assist and help ensure that the opening is performed in a non-public area and unnecessary handling is kept to a minimum.

16. Couriers

During the approvals process, the V&A will decide whether the complexity of the arrangements or the value or fragility of the object(s) require that one or more V&A couriers accompany the object(s) in transit and oversee condition checking and installation /de-installation at the venue.

Where a courier is required, the venue will be responsible for the rail or air fares (business class when accompanying objects) and the cost of accommodation and subsistence in a single room in a hotel near to the venue. European venues usually require a stay of two nights and three days, American, Canadian and Japanese venues usually three nights and four days. However, the length of stay depends on the complexity of installation, and additional time may be required to allow sensitive objects to acclimatise for up to 48 hours after arrival before being unpacked and installed.

The Borrower or his Agent must provide an agreed level of subsistence to the courier(s) as soon as they arrive. The subsistence must cover meals, travel costs and other reasonable expenses. The exact amount will be specified in our Loan Agreement.

17. Condition Checking and Installation / De-installation

On arrival at the venue the Borrower will be asked to sign a receipt for the loan. If the objects are not to be installed immediately upon arrival, they should remain packed and be placed into secure environmentally controlled storage to acclimatise overnight. The objects should not be unpacked or moved until the V&A courier arrives.

At the point of installation, the Borrower will, with the V&A courier, check the condition of each object against a Conditions Statement provided by the V&A. Objects must be installed by experienced technical staff. If a courier is present, installation should only take place under his/her supervision. Since display cases must not be opened after installation, labels should be prepared in advance. Installation may not take place while areas of the exhibition are under construction. Seventy-two hours must be allowed to pass before installation after any painting, varnishing, or gluing of the exhibition area (e.g. walls, case exteriors) has taken place to ensure that objects are not affected by hazardous fumes.

Unpacked (i.e. empty) crates must be stored in a secure, waterproof and stable environment. Interior fittings must not be removed.

Objects should be de-installed, condition checked and packed in the presence of the V&A courier.

Packing crates should be re-acclimatised to the conditions in the exhibition area a minimum of twenty four hours prior to packing.

18. Display and Case Design

The Borrower will be sent a Display Information form to complete which should be returned no later than three months prior to the commencement of the loan. Designs showing the construction and locking mechanisms of the proposed display cases must be returned with the Display Information form. **Before completing the Display Information form the Borrower is advised to read the following three sections which detail the display, environmental and security conditions the V&A are prepared to accept for objects on loan to other institutions.**

If an object is framed, it must be screwed to the wall using security screws and a minimum of three mirror plates. The V&A may approve a different hanging method if full details are supplied to the V&A well in advance of the commencement of the loan. The wall or panel to which the framed objects are attached should be a minimum of 2 cm thick and the structure must be entirely stable.

N. B. Works on paper are normally despatched in standard oak travelling frames.

If an object is to be displayed in a case, the case must be secure and lockable. It must also be stable, ensuring the object is protected from vibration and knocks, for example by being secured to the floor. All joins and doors must be dust-proof and the case air tight. All materials used to make the case must be completely inert, preferably metal and glass. Medium Density Fibre Board (MDF) or compound wood should not be used. Oil based paints should not be used in either the gallery or the display case.

Fabric used for the internal lining must have passed the “Oddy Test”¹. If the test is more than twelve months old, a retest will be required due to the changing make-up of many materials. The use of felt is not acceptable. Internal linings must be fixed with staples or equivalent and not glued. Any paint work or varnish to the exterior of the case should be completed at least seventy-two hours prior to installation of the object. The interior of the case should not be painted or varnished unless a minimum of three weeks has elapsed before the object is installed.

The case must be completely secure, access being controlled by means of locks or panels fixed with security screws which are glued into position once installation has taken place. The case

¹ A corrosion test adapted from BS903 by Andrew Oddy of the British Museum [See *Studies in Conservation* No.40, 1995, pp.145-152].

should not have internal lighting. Lights should be housed in a separate compartment to the object with a UV absorbent barrier between the objects and the lights. Access to the lights must not involve opening the case. Any glass used in the case must be a minimum of 7.5mm thick laminated glass. If the object is of high monetary or rarity value and/or very portable, the case must be made of laminated glass of at least 11.5mm thickness. The case should be fitted with alarms which respond to vibration and to interference with locking mechanisms. The V&A will not normally accept a case design which involves lowering a Perspex or glass box over the object.

Mounts or Supports that may be required for the display of the object should be constructed by the V&A, unless agreed otherwise. A detailed specification of the type of mount or support required should be provided by the Borrower in the Display Information form.

When borrowing a book, the Borrower must indicate how they would like it displayed e.g. horizontally or at an angle. A specific page opening should be indicated or, if possible, a selection of openings from which the V&A will choose according to the condition of the book.

The V&A will provide a book cradle, the cost of which will be borne by the Borrower. This cradle can be constructed using either Perspex or museum board. If you require the cradle to be a specific colour, one metre of this material must be supplied for each cradle at least three months in advance of the despatch date. The material must have passed the "Oddly Test".

Large, free-standing objects can be placed on open display, providing that they are protected by a barrier that ensures that the objects are out of reach. With smaller objects that are placed on open display it may be necessary to physically secure them to a display plinth.

19. Environmental Conditions - Relative Humidity, Light Levels, Temperature, Food and Drink

The objects must be provided with a stable environment. Unless otherwise stated in the Loan Agreement, this will be a temperature in the range of 18-25°C and relative humidity in the range of 40-65% with fluctuations of no more than 5% within an hour. All humidity and heating controls must operate 24 hours a day during the period of the loan. Lights must be turned off in non-public hours.

Both daylight and fluorescent lighting must be filtered with a suitable UV absorbing material so that UV radiation is below 75 microwatts per lumen. Generally, the following range of lux levels apply:

Highly Sensitive 50-75 lux

Works of art on paper

Photographs

Textiles

Lacquer

Sensitive 50-250 lux

Furniture

Painting on panel

Painting in oils

Plastics

Specific light levels for each loan object will also be provided in the Loan Agreement.

All environmental conditions must adhere to the Environmental conditions which apply under the Government Indemnity Scheme (Appendix 1).

A Facilities Report, requesting information about the physical environment, will be sent to the Borrower for completion and return at least three months in advance of the beginning of the loan. However, if the V&A already hold a copy of a Facilities Report that has been completed by the Borrower and this report is no more than three years old, a new report will not be requested. All arrangements must adhere to the Food and Drink conditions which apply under the Government Indemnity Scheme (Appendix 3).

20. Security and Safety of Objects

The V&A will consult with the Museums Security Adviser before approving a loan. The Borrower may be required to answer questions posed by the Museums Security Adviser about security at the borrowing institution and will be expected to have undertaken any measures that he may recommend prior to the despatch of the loan.

As well as any conditions which the Adviser may recommend, trained security guards, who are paid employees, must be in constant attendance at all times when the exhibition is open to the public and during installation/de-installation. During installation and de-installation, only those individuals directly involved in the preparation of the exhibition should be admitted into the exhibition space and preparation area.

Once installation has taken place, the case must not be opened or the object(s) moved except with the express permission of the V&A Loans Section or in an emergency.

No conservation work, framing, unframing, remounting or other treatment may take place without the written approval of the V&A Registrar, even in the case of an emergency.

All arrangements must adhere to the General Security and Environmental Conditions which apply under the Government Indemnity Scheme (Appendix 1).

21. Image Requests

All objects leaving the V&A on loan must have a colour record photograph. If an image does not already exist, the cost of new photography will be borne by the Borrower. All photography taken of loan objects will be undertaken by the V&A Photographic Studio. Commissioned

photography can take between 8 and 10 weeks. If Borrowers wish to use an image for reproduction, they should allow sufficient time for photography to take place in order to meet their requirements. The V&A recommends that requests are made at least 4 months in advance of objects leaving the Museum.

The Borrower should indicate the uses for which the images are required. V&A Enterprises will supply digital images, which will incur a supply fee for non-commercial use. All other uses, including any merchandising, digital and audio visual formats will be subject to a permissions fee.

Please note that V&A Enterprises must receive payment before images can be despatched.

All V&A images are supplied subject to the Terms and Conditions stated in Appendix 4.

No photography or filming of individual objects by the Borrower for commercial purposes is permitted. General views of the exhibition which include V&A loans for press, publicity or educational purposes are permitted, and all photography and/or filming must be supervised by a member of the Borrowing venue at all times.

All publicity material using the Museum's images or the V&A logo must be approved in advance by the V&A.

22. Provision of Catalogues

The Borrower must provide the V&A with a copy of any publication, catalogue, brochure or hand list for each Collection of the V&A which is lending and a copy for public use in the National Art Library. Catalogues should be sent to the Loans Section within one month of the opening date of the exhibition.

23. Acknowledgement

The V&A loan must be acknowledged on exhibition labels and in the catalogue as Victoria and Albert Museum, unless otherwise indicated in the Loan Agreement.

24. In Case of Damage

Any damage or loss to the object, regardless of who is responsible, is to be immediately reported to the Loans Section at the V&A. A telephone report must be made immediately (tel: 020 7942 2635). The Borrower must ensure that a written report, condition report and photographs showing the damage are received by the Loans Section at the V&A within 48 hours. 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 V&A staff or the removal of the work from exhibition.

The cost of conservation work undertaken as a result of this damage will be borne by the Borrower as would any resulting depreciation in value.

Any theft or breach of security in the exhibition should be reported even if V&A objects are not directly affected.

25. Termination

Termination of the loan must be made in writing to the Registrar at the V&A. Even where the loan has been cancelled for valid reasons, the V&A will normally charge the Borrower for any actual expenses incurred. These expenses may include the cost of conservation as well as packing, mounting and framing and any other costs associated with the preparation of objects for loan.

26. Changes to the Exhibition Date

Applications for changes in the dates of the loan will be considered by the V&A. These applications must be made in writing to the Loans Section at the V&A no less than two months prior to the date which has changed.

27. Long Term Loans from the V&A

The arrangements and conditions for long-term loans are generally the same as for short-term loans. Loan Agreements are usually reviewed every three years, at which stage the valuations of objects may be revised. The V&A may ask the Borrowers to confirm the presence and good condition of the loans, usually no more than annually. Spot-checks may be made to ensure that V&A loans are appropriately displayed and acknowledged.

Under certain circumstances objects may be lent to reference collections, but it is usually a condition of loan that objects which are not on public display should be returned. Variations in display stipulations can be made if objects such as furniture are to be displayed in a country-house-type setting. The Loans Section at the V&A is always happy to advise about potential loans and to discuss any queries arising from the Conditions of Loan.

APPENDIX 1

General security conditions and environmental conditions which apply under the Government Indemnity Scheme

National Heritage Act 1980, section 16

1. The borrower shall at all times be responsible for ensuring that the greatest possible care is taken of the indemnified object.
2. The indemnified object must be accommodated in a strong building which has well-protected windows, doors and skylights. The building must also provide appropriate control for the indemnified object.

3. The whole building must have an automatic fire detection system fitted by a NACOSS (National Approval Council for Security Systems) or SIA (Security Industry Authority) approved alarm company which is serviced annually and maintained in good working condition.
4. At night, or when the building is closed or not otherwise in normal use, there should be either an agreed level of night guarding by security staff within the building and/or an intruder detection alarm system which covers all possible routes into the building including windows and roof lights. The alarm system should be fitted by a NACOSS or SIA approved alarm company and should be serviced twice annually and maintained in good working condition.
5. The intruder and fire detection systems must be connected by a secure monitored signal to an alarm receiving centre unless they are monitored internally at all times by security personnel.
6. If, as the result of false calls, the police response to an intruder detection system is downgraded; withdrawn; or if there is a failure which renders the system ineffective; or if the system cannot be re-set immediately, then guarding by trained personnel must be introduced until the police response is restored or the system repaired or re-set.
7. Environmental conditions must be maintained 24-hours a day, 7-days a week throughout the loan period from the time the indemnified object arrives until it departs from the loan venue.
8. Relative humidity, temperature and light levels should be monitored throughout the loan period in the space within which the indemnified object is contained.
9. Paintings, drawings and similar objects must be secured to walls by mirror plates and security screws or, if this is not possible for any reason, an acceptable alternative must be agreed with the National Security Adviser.
10. Small pictures, less than 450mm x 250mm (A3 including frame), must not be displayed near windows, fire escapes, or entrances and exits to the building.
11. Any indemnified objects including but not limited to unglazed paintings, fragile or sensitive material must not be mounted within two metres of a portal or doorway and there shall be at least 1 metre between the floor level and lowest part of the frame/works. They shall be protected by rope or other barriers which must be at least 1 metre from the exhibits or an acceptable alternative must be agreed with the National Security Adviser and the Environmental Adviser.
12. Small portable objects must be exhibited in locked display cases which should be fitted with anti-bandit laminated glazing meeting British Standard BS 5544 and EN 356 P3A. This glazing will be 11.3mm thick or greater. The use of Acrylic or Perspex material may be permitted as an alternative provided its minimum thickness is 12mm. If the material consists of gold, silver, jewellery, coins or medals or items which are especially valuable, the cases must be fitted with alarm devices. The cases must be secured in a manner approved by the National Security

Adviser.

13. All indemnified objects must be displayed so that they are invigilated by trained personnel who are in line of sight and nearby the indemnified objects. This will normally mean at least one person to a room unless an acceptable alternative is agreed in advance with the National Security Adviser.

14. Warding or qualified staff must be constantly deployed in the exhibition rooms during the time the public is admitted and proper arrangements must be made for their relief for refreshment and other purposes. They must concentrate on the safety and security of the displayed indemnified objects at all times.

15. When it is not possible to arrange for exhibition space(s) containing indemnified objects to be properly invigilated, it/they must be closed to the public.

16. There must be a form of drill, with which every member of staff is familiar, to cater for all emergencies.

17. An Emergency Plan should be drawn up, updated regularly and tested with practical exercises to cope with emergencies such as: fire; smoke; escape of water from tank, pipe or appliance; theft; robbery; vandalism; storm; explosion; terrorist act; political act; flood; riot; civil commotion; pest attack; earthquake; collision by aircraft or other vehicle.

18. Warding staff must be equipped with a means of communication to other members of staff.

19. When meetings, functions or other events are held in areas containing indemnified objects, consideration must be given as to an appropriate level of supervision and invigilation.

20. Food or drink must not be allowed in the area containing an indemnified object except under arrangements approved in advance by the National Security Adviser and Environmental Adviser of the Arts Council.

21. The arrangements for formal openings, private views, staff parties and other such events, functions and so on must comply with all the above conditions.

A In the event of loss or damage due to the specified conditions not having been observed the Secretary of State shall be entitled to conduct in the name of the owner or lender the pursuit or settlement of a claim against the borrower or a third party or to prosecute in the name of the owner. The Secretary of State shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the owner shall give all such information and assistance that the Secretary of State may require.

- B** These conditions are the minimum requirements of the Government Indemnity Scheme, but borrowers should be aware that some lenders impose additional conditions which the borrower will be required to meet for the loan to proceed.

APPENDIX 2

General transport conditions which apply under the Government Indemnity Scheme²

National Heritage Act 1980, section 16

1. Any transport company used to move the object(s) must have experience in the transport of fragile and valuable artefacts, with employees trained in the handling of such material, and must be able to meet the conditions below and confirm this in writing.
2. When object(s) are sent out or brought in from abroad, the company used must have the ability and appropriate experience to handle consignments of valuable and fragile material. When the value of a single consignment exceeds a threshold determined by the DCMS, tracking devices will be fitted to the object carry cases as well as the carrying vehicle. Company staff must be experienced in dealing with airport and seaport procedures and all necessary documentation.
3. The removal, packing, unpacking and transport of the indemnified object must be supervised by senior members of the transport company in consultation with the lender and/or borrower of the object or under the licence of the Department for Transport's Known Consignor Scheme.
4. Any vehicle, whether owned by a transport company or the borrower or the lender, used for the transport of indemnified material must conform to the specifications contained in paragraphs 5 to 10 below.
5. Vehicles used should normally be closed vans (i.e. having solid sides and roof) with a windowless freight compartment separate from the driving cab. All vehicles should be equipped with good-quality locking devices. Additional locking facilities may also be required, such as closed shackle padlocks. Any locking bars or external fittings must be secured with concealed or non-return screws, or welded or riveted into place.
6. Vehicles should provide appropriate protection against vibration and shock and extremes in relative humidity and temperature conditions for consignments of valuable and fragile material. Air-ride suspension and climate-control equipment may be necessary in appropriate circumstances. Environmental conditions should be monitored.

² Special circumstances apply to overseas transport. Overseas arrangements should be at least as rigorous as shown in these transport conditions. You should discuss air and sea transport arrangements with the National Security Adviser if you need advice.

7. Vehicles have to be equipped with tracking systems and crew with appropriate means of communication, radio or mobile telephones for dealing with delays or emergencies.
8. Keys to the freight compartment should be kept separate from the vehicle keys.
9. Vehicles other than closed vans may be used in appropriate circumstances, e.g. the carriage of exceptionally large items that may require the use of an open lorry with the load suitably covered. Furthermore, small consignments or single items may be carried by car, small van, taxi, train or air providing a sufficient number of couriers are in attendance.
10. All vehicles must be provided with fire fighting equipment appropriate to the load and the crew must be experienced in its use.
11. Whatever method of transport is used, compliance with the operating conditions in paragraphs 12–19 is required.
12. A vehicle must carry two drivers on long journeys, or one driver and a courier on short journeys. The crew must consist of responsible persons experienced in the handling of valuable consignments and capable of dealing effectively with an emergency situation.
13. Where space on the carrying vehicle is limited, or where deemed essential for security control, a second escorting vehicle will need to be provided and equipped with mobile radio/telephone communications.
14. The route should be carefully planned and the addresses and telephone numbers of emergency services should be carried by the crews and accompanying couriers.
15. Ideally, the journey should be completed in one haul.
16. When a stopover is necessary, arrangements must be made to lodge the vehicle and/or material in secure premises that are protected by a 24-hour intruder and fire alarm system or under continuous supervision.
17. On no account should a vehicle be left unattended by the crew, even in an emergency.
18. Special circumstances may apply to some overseas transport, but arrangements must be no less rigorous than those specified above.
19. An effective 'no-smoking' policy should apply in respect of areas containing loan material.

A In the event of loss or damage due to the specified conditions not having been observed, the Secretary of State shall be entitled to conduct in the name of the owner or lender the pursuit or settlement of a claim against the borrower or a third party or to

prosecute in the name of the owner. The Secretary of State shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the owner shall give all such information and assistance that the Secretary of State may require.

- B** These conditions are the minimum requirements of the Government Indemnity Scheme, but borrowers should be aware that some lenders impose additional conditions, which the borrower will be required to meet for the loan to proceed.

APPENDIX 3

Food and Drink conditions which apply under the Government Indemnity Scheme

National Heritage Act 1980, section 16

The general security and environmental conditions applying to exhibitions and displays covered by indemnity do not allow food and drink in the area containing indemnified objects unless arrangements are approved in advance by the National Security Adviser and the Environmental Adviser of the Arts Council.

If it is not possible in connection with private views or other functions (such as formal openings, staff parties, concerts or dance events) to serve food and drink in spaces other than those containing indemnified objects the National Security Adviser must be consulted and the following conditions are likely to apply:

1. Food and drink is prepared and dispensed in a space not containing indemnified objects. No heat or steam generating equipment can be used or bottles uncorked in the space containing indemnified objects.
2. The serving and carrying of red wine in glasses in any space containing indemnified objects which are unglazed or uncased must be avoided.
3. Strict attention is given to the cleaning operation to ensure removal of residue of food and drink. Appropriate checks should ensure that chemical cleaning agents or extra amounts of water do not adversely affect environmental stability or the corrosivity of the atmosphere next to indemnified objects.
4. Where practicable the installation of suitable barriers is required to prevent close approach to unglazed, fragile or sensitive exhibits. Such barriers must be a minimum of one metre distant from the indemnified object to provide a manageable sterile zone.
5. The deployment of adequate staff on invigilating duties in all exhibition spaces containing indemnified objects especially if barriers cannot be installed.

If arrangements are made incorporating the above together with any additional measures required by the Arts Council the indemnity will remain valid. If, however, there are any doubts about arrangements or where it is felt that indemnity may be affected or that different arrangements are sought, the National Security Adviser and Environmental Adviser must be consulted.

APPENDIX 4

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