

# Alfred Gillett Trust Loans Policy

**Date of Approval by Director:** 1<sup>st</sup> November 2018

**Policy Review Procedure:** The policy will be reviewed at five years.

**Review Date:** 1<sup>st</sup> November 2023

## 1. Policy statement

- 1.1 The Alfred Gillett Trust (“the Trust”) welcomes opportunities to lend to other organisations insofar as these loans further the mission and vision of the Trust and promote public access to the collections, inspiring learning and enjoyment.
- 1.2 This policy covers the documentation and management of the loan of items to other organisations or individuals (“the Borrower”) for a specific period and purpose, normally exhibition/display, but including research, conservation or digitisation. The Trust is committed to adhering to the terms of this policy and following the related *Loans out (lending objects)* and *Loans in (borrowing objects)* procedures whenever a loan is proposed.

## 2. Purpose of policy

- 2.1 This policy sets out the Trust’s intention to use its loans policy and procedures in the case of items being loaned for a specified period and purpose to an individual or organisation. It covers the:
  - The loan of material owned by the Trust;
  - The loan of material currently on loan to the Trust, including collections owned by C. & J. Clark Ltd, with the agreement of the owner/lender.

## 3. Which collections

- 3.1 Any item from the Trust’s object, archive and library collections is potentially available for loan subject to its condition, prior commitment to other loans, and its position within the display and research programmes at the Shoe Museum and the Trust. Commercial sensitivity will also be taken into consideration with reference to the exhibition proposal and intended audience.

## 4. Spectrum minimum requirement

- 4.1 The management of loans following this policy and the related procedures enables the Trust to meet the Spectrum 5.0 minimum requirement, so that it can:
  - Ensure that all loan requests are assessed according to the organisation’s policy;
  - Ensure that the reason for the loan is clearly stated;
  - Ensure that there are written agreements signed by both Borrower and Lender before the loan commences, with reference to the expected standards of care and other terms and conditions;
  - Ensure that the loan is for a fixed period;

- Ensure that the loaned items are covered by insurance or indemnity as appropriate for the duration of the loan period, including in transit;
- Ensure that the organisation retains a written record of all loans, including details of the Borrower, the venues, the loan period and the purpose of the loan.

## 5. Key principles

### Purpose of loan

5.1 Loans will normally only be considered for the purpose of providing public access to the objects in the form of a display or exhibition. Less frequently a loan for the purpose of research or conservation may be considered.

#### a. Loans for exhibition

Each application to borrow will be considered on the merits of the exhibition proposal and the importance of the objects requested to the exhibition theme.

#### b. Loans for research

Each application to borrow will be considered on the merits of a detailed research proposal and a statement describing the benefit of using the loan object for that research.

#### c. Loans for collections work

Items removed from Trust premises for the purpose of conservation treatment, digitisation, cataloguing etc. will be administered using the same procedure as outgoing loans and will be subject to the same terms as outlined below.

### Eligible borrowers

5.2 The Trust will consider loan requests from any museum, gallery or public institution, with a preference for Accredited Museums, and will not normally consider loans to private individuals or commercial bodies, unless a strong curatorial or outreach reason is identified.

### Incoming loans

5.3 At present no exhibition facility is managed by the Trust, and it will not seek to undertake loans in until such a facility, with adequate display conditions, is available. At such a time, requests for loans on this basis will be subject to the same principles as those for outgoing loans, as detailed below.

### Long term or 'permanent' loans

5.4 The Trust will not undertake to accept long-term or 'permanent' loans, defined as a loan or more than 3 years (see 7.1) – or any loan for which the duration of the loan is not clearly specified. Refer to the Alfred Gillett Trust Collections Development Policy for further information about historic loans to the collection.

### Administration of loan

5.5 The collections are currently divided into material owned by the Trust and material owned by C. & J. Clark Ltd.

5.6 The historic collections owned by C. & J. Clark Ltd are managed and cared for by the Trust. The Trust will administer loans on behalf of C. & J. Clark Ltd. Correspondence and documentation of the loan should be directed to the Trust as the representative of C. & J. Clark Ltd.

## 6. Responsibility and administration

6.1 The Director of the Trust has the ultimate responsibility to authorise loans in or out. The Curator has the authority to initiate loan procedures for items from the museum collections and the Archivist has the authority to initiate loan procedures for the loan of archival and library items. They are responsible for managing loans according to the Trust's loan procedures and compiling appropriate records.

### Applications

6.2 Initial enquiries regarding prospective loans should be directed to the Curator or the Archivist as appropriate and must state details of the items required, venue(s), dates, contact names and addresses, purpose of loan and details of exhibition/ research proposal. A minimum period of six months' notice is required to allow sufficient time to process the request. Following discussions with the Archivist/ Curator, formal loan requests should be addressed to the Director of the Trust. Any proposed change in the dates of an exhibition or the proposed loan period should be notified immediately to the Trust.

### Approval of requests

6.3 Loan requests will be assessed by the Trust's Collections Management Team taking into consideration availability of staff resources. The borrowing organisation must demonstrate its ability to meet conditions described in this policy. Once assessments of the venue and objects to be loaned are complete, a formal Loan Agreement will be prepared which the borrowing institution will be required to sign before a loan proceeds.

### Refusal

6.4 Occasionally, the Trust may find it necessary to refuse a loan request, for example:

- If the Trust does not have adequate internal resources to prepare and administer the loan;
- If suitable environmental or security conditions cannot be provided;
- If the item is required for other activities within the Trust in the requested period;
- If the condition of the object is too unstable to recommend transit and display/ handling etc.;
- If there is insufficient time to consider and prepare the loan item(s);
- If the proposed use of the loan material is incompatible with the Trust's charitable status and aims, mission and vision, or reputation.

## 7. Terms and conditions

### Loan duration

7.1 The duration of the loan will be agreed between the Borrower and the Lender and specified on the Loan Agreement. The minimum period for a loan from or to the collections managed by the Trust is one month and the maximum period is three years. However, the loan may be reviewed and renewed before/at the end of its specified period if the Borrower can demonstrate its ability to continue to meet conditions described in this policy and the Loan Agreement.

### Costs

7.2 Borrowers will be responsible for meeting all costs incurred throughout the loan process including, but not limited to:

- insurance premiums and security costs;
- transport costs;
- valuation;
- courier travel and subsistence when accompanying and installing/de-installing items;
- the cost of purchasing or modifying any packing crates and packing materials;
- mounts and framing for display;
- photography for catalogues and photography for condition reports;
- any special conservation work required to make items suitable for loan.

7.3 Where possible, estimates of the likely costs involved will be supplied in advance by the Trust and written agreement of the terms sought from the Borrower before any further progress is made administering the loan.

7.4 If the loan is arranged under exceptional circumstances, the Director and Board of Trustees reserve the right to amend this condition as appropriate in the Loan Agreement between the Borrower and the Lender.

### Insurance

7.5 All loans from the Trust must be covered by the Borrower's insurance from the moment it leaves Trust premises until its return. Copies of insurance documents including public liability insurance, building and contents insurance and if relevant vehicle insurance must be provided by the Borrower before any further progress is made administering the loan.

7.6 If the loan is arranged under exceptional circumstances, the Director and Board of Trustees reserve the right to amend this condition as appropriate in the Loan Agreement between the Borrower and the Lender.

### Security

7.7 The premises in which the loan object(s) will be housed shall in all respects be safe and secure. Security conditions shall be agreed between the Borrower and the Trust prior to the approval of the loan, based on information provided by the borrower in a UKRG Standard Facilities Report. The Trust reserves the right to request additional

protective measures based on the content of the report, which the Borrower must agree to before any further progress is made administering the loan.

- 7.8 Objects lent for other agreed purposes must be kept securely at all times and the terms of the agreed use adhered to.
- 7.9 The Trust requires all Borrowers to agree to notifying the Trust immediately in the event of loss or damage to any loans or of any breach of security at the Borrower's venue.
- 7.10 If the loan is arranged under exceptional circumstances, the Director and Board of Trustees reserve the right to amend this condition as appropriate in the Loan Agreement between the Borrower and the Lender.

#### Display

- 7.11 All items lent for exhibition shall be exhibited in secure locked or sealed cases unless otherwise agreed. The case design and specifications and any mounts or methods of support provided by the borrowing institution must be approved beforehand by the Trust, normally upon provision of a completed UKRG Standard Facilities Report from the Borrower. All the items forming the loan shall be included in the exhibition specified. If items are loaned and subsequently not used by the Borrower, they should be immediately returned to the Trust at the expense of the Borrower.
- 7.12 After installation, items lent for exhibition must not be moved from the agreed display area except in an emergency unless such handling or removal is essential for the safety of the item(s) in an emergency. They must not be cleaned, dismantled or otherwise interfered with, without prior written permission.

#### Environment

- 7.13 Temperature, relative humidity and light levels shall conform to requirements stated by the Trust (these may vary according to the item requested). The borrowing institution shall ensure that the approved environmental conditions are maintained in any areas in which objects lent by the Trust are held and readings must be available to the Trust on request. If these conditions cannot be maintained for any reason the borrowing institution must consult the Trust immediately.

#### Transport and couriers

- 7.14 Packing and transport costs shall be met by the borrowing institution and the courier shall be approved in advance by the Trust. The most direct routes of conveyance for the object(s) shall be used. We may require the object(s) to be accompanied between Trust premises and those of the borrowing institution by Trust staff or appointees. The number of staff required will be decided according to the number of objects, complexity of installation and the nature of the journey to the borrowing institution. Travel and subsistence costs will be met by the Borrower.

#### Installation and handling

7.15 The object(s) shall be unpacked and installed only on exhibition premises, and all unpacking, installation, handling and repacking shall be carried out only by Trust staff or their appointees, unless otherwise specified in the Loan Agreement. After unpacking, empty crates must be stored in a secure, waterproof and stable environment. Interior fittings must not be removed.

#### Conservation

7.17 No conservation work may be undertaken without the prior written permission of the Trust (and the item's owner, if not the Trust) and all such work shall be reported immediately to us. The borrowing institution shall bear the cost, should it be necessary, of Trust staff or appointees being sent to inspect and, if necessary, conserve the object(s).

#### Termination or recall

7.18 The Director of the Trust reserves the right to withdraw the object(s) from loan at any time, if the borrowing organisation has committed a material breach of its obligations under the Loan Agreement or this Policy which is, in the reasonable opinion of the Trust, irremediable or which, following a notice in writing from the Trust, the borrowing organisation has failed to remedy or take agreed steps to remedy. In such exceptional circumstances, the costs incurred in the return of the item(s) (including the travel and subsistence expenses of the Trust's representative(s)) shall be paid by the borrowing institution as if the loan had terminated normally.

#### Photography

7.19 Photographs or other reproductions of the object(s) must not be made for commercial purposes by the Borrower or other parties without the prior permission of the Trust (and the item's owner, if not the Trust). Photographs may be taken by the Borrower for record purposes and by visitors for private study unless it is prohibited by a further condition in the Loan Agreement.

#### Catalogue and exhibition information

7.20 Catalogue entries, photographs and exhibition labels must all bear the acknowledgement: 'On loan courtesy of the Alfred Gillett Trust', or alternative acknowledgements/ copyright attributions as specified in the Loan Agreement. A copy of the label text must be supplied to the Trust for inclusion in the Trust's collections management system.