



Loans Policy

Date of Approval by Director: 30th November 2018

Date of Approval by Board: 15th December 2018

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

Review Date: 15th December 2023

1. Policy statement

- 1.1 The Alfred Gillett Trust (“the Trust”/ “the Lender”) 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, 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 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.

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 collections in the form of a display or exhibition. Less frequently a loan for the purpose of research or collections work 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 items 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 or Archives, 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 borrow collections 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 no longer 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 Trust's Collections Development Policy for further information about historic loans to the collection.

Clarks collections

5.5 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. and ensure that appropriate permissions are secured. 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 the exhibition or 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 details of the loan 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 prospective Borrower must demonstrate their ability to meet conditions described in this policy. Once assessments of the venue and items to be loaned are complete, a formal Loan Agreement will be prepared which the borrowing organisation 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.

Change of details

7.2 The Borrower will inform the Lender of a change of details, including but not limited to change of name or address within a seven-day period.

Costs

7.3 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.

7.4 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.

Illicit trade

7.5 The Borrower confirms that no items in their exhibitions or displays are known or suspected to have been stolen, illegally imported or exported, or illegally excavated as defined in the 1970 UNESCO Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property.

Insurance

7.6 All loans from the Trust must be covered by the Borrower's insurance from the moment the item 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.

- 7.7 The Borrower does not accept liability for natural deterioration of any loan items and if cause of any deterioration is in doubt, an independent conservation opinion can be obtained at the Lender's expense.

Valuation

- 7.8 The valuation of the loan items may be reviewed every three years from the loan start date and any change to the valuation overleaf will be agreed by the Trust and the Borrower in writing.

Loss or damage

- 7.9 The Borrower will inform the Trust immediately of any loss or damage caused to loaned items of whatever nature, including any discovered on first receipt/delivery.
- 7.10 If damaged, the Borrower may take necessary emergency action to protect the items from further damage/danger, but no subsequent repair, restoration or conservation will be undertaken without prior written permission from the Trust.

Lender's access

- 7.11 The Trust may have access to any loan items upon providing reasonable notice. Any damage caused to any loan items as a result of the Lender's visit will be the responsibility of the Lender.

Security

- 7.12 The loan items will be stored at the premises named in the Loan Agreement. Planned transportation of the loan items during the loan period, such as for touring exhibitions, will be mutually agreed in writing in advance of removal. The loan items will otherwise not be removed from the Borrower's premises except in an emergency, or with the express written permission of the Lender.
- 7.13 The premises in which the loan items 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.
- 7.14 Items lent for agreed purposes other than exhibition must be kept securely at all times and the terms of the agreed use adhered to.
- 7.15 The Borrower will notify the Trust immediately in the event of any breach of security at the Borrower's venue.

Display

- 7.16 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.

- 7.17 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 items in an emergency. They must not be cleaned, dismantled or otherwise interfered with, without prior written permission.

Environment

- 7.18 Temperature, relative humidity and light levels shall conform to requirements stated by the Trust (these may vary according to the item requested). The Borrower shall ensure that the approved environmental conditions are maintained in any areas in which items 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

- 7.19 Packing and transport costs shall be met by the Borrower and the courier shall be approved in advance by the Trust.
- 7.20 The Trust must be satisfied by the standard of packing and the security and protection of the item(s) on any vehicle prior to release on loan. The Borrower will provide equivalent standards for the return of the items.
- 7.21 The most direct routes of conveyance for the items shall be used. The Trust may require the items 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 items, complexity of installation and the nature of the journey to the borrowing institution. Travel and subsistence costs will be met by the Borrower.

Care, installation and handling

- 7.22 The Trust will provide a full list of the loaned items in the Loan Agreement, which will be checked at the time of arrival at the Borrower's premises and again before the return of the items.
- 7.23 A condition report will be supplied by the Trust for every item being loaned, which will be checked and countersigned by the Borrower both on its arrival at the organisation's premises and again at the end of the loan period.
- 7.24 The items shall be unpacked and installed only on the Borrower's insured and legal premises as specified in the Loan Agreement, and all unpacking, installation, handling and repacking shall be carried out only by Trust staff or the Borrower's suitably qualified staff, unless otherwise specified in the Loan Agreement.
- 7.25 The items on loan may not be placed in the direct vicinity of heating and humidifying or dehumidifying units or equipment and protected at all times against direct sunlight, strong artificial light, heated and cold air sources. Smoking, eating and drinking shall be prohibited in the exhibition areas or anywhere the loan item is temporarily stored.
- 7.26 After unpacking, empty crates must be stored in a secure, waterproof and stable environment. Interior fittings must not be removed. Loan items must be returned in the same packing crates and materials that they were delivered in.

- 7.27 Loan items will not be used, operated, worn, cleaned or dismantled without the prior written permission of the Trust (and the item's owner, if not the Trust).

Conservation

- 7.28 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 item(s).

Third Parties

- 7.29 All third-party requests relating to the loan item(s) will be referred to the Trust unless specific license is given to the Borrower, including but not limited to copyright. The borrowing organisation will not lend the items to any third party.

Termination or recall

- 7.30 The Director of the Trust reserves the right to withdraw the item(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 items (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

- 7.31 Photographs or other reproductions of the loan item(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

- 7.32 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.

Arbitration

- 7.33 Any dispute between the parties to the Loan Agreement on any matters arising out of the Agreement shall be referred to by either party for determination by a single arbitrator under the provisions of the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof such arbitrator to be appointed by agreement between the parties or in default of agreement within twenty-eight days by the Chartered Institute of Arbitrators.

- 7.34 Neither party shall assign or otherwise transfer any rights or obligations under the Loan Agreement without the prior and written consent of the other party.
- 7.35 The validity, construction and performance of the Loan Agreement shall be governed by English Law.
- 7.36 The Loan Agreement may be executed in two counterparts each of which shall be deemed an original but both counterparts shall together constitute one and the same Agreement.
- 7.37 The costs and fees associated with arbitration shall be borne equally by the relevant parties in the dispute.

Variations or amendments

- 7.38 If the loan is arranged under exceptional circumstances, the Director and Board of Trustees reserve the right to amend these conditions as appropriate in the Loan Agreement between the Borrower and the Lender.

Data Protection

- 7.39 Both the Lender and the Borrower shall at all times comply with the Data Protection Act 1998 (“DPA”) the General Data Protection Regulation ((EU) 2016/679) (“GDPR”) and any successor legislation to the Data Protection Act 1998. The Lender will keep the Borrower’s details in accordance with this legislation. The Borrower consents to the processing of their personal details by the Lender for the sole purpose of managing the loan items.