



Collections Management Framework

Appendix 3.2: Lending Guidelines and Procedures 2020-25

1. INTRODUCTION

Birmingham Museums Trust has a long and generous tradition of lending works to other galleries and museums within the UK and internationally for short-term loans to temporary public exhibitions and long-term loans. We welcome requests to lend items as important means of making our collections more widely available to the public. Our active loans programme contributes to the increase and dissemination of knowledge. It plays a key role in raising the profile of Birmingham and enabling those unable to visit the city to enjoy and learn from the collection.

We aim to fulfil loan requests which meet the objectives of our loans programme, as outlined below:

- To broaden access to the collections in new ways and reach new audiences, encouraging participation from those who traditionally have not visited museums
- To add to the appreciation and understanding of the collection and raise its national, international and public profile
- To raise the profile of Birmingham Museums and Birmingham as a cultural city
- To contribute to distinctive exhibitions which have a well thought through proposal
- To support academic research
- To support museums, galleries and other organisations with whom we have partnership agreements
- The loan involves new research that will contribute to our knowledge and understanding of the object

2. LOANS OUT

2.1 Requesting a Loan

Potential borrowers are advised to discuss initial loan ideas with the relevant collection curator at Birmingham Museums Trust before submitting a formal loan request. **BMT requires a minimum twelve months' notice from international, national and regional borrowers.**

A formal loan request letter must be sent to the Co-CEOs of Birmingham Museums Trust, Zak Mensah & Sara Wajid, Birmingham Museum & Art Gallery, Chamberlain Square, Birmingham B3 3DH; this is often via the Loans Registrar.

The request letter should detail the following:

- Object details of the proposed loan items, including the accession number
- Proposed loan dates and in the case of exhibitions, any tour venues and related tour dates
- A clear rationale for proposing the loan of a particular object or group of objects

- The borrowing museum's environmental charts for the same exhibition period one year prior to the proposed dates
- Contact details for the borrower's loans registrar or loans administrator

2.2 Lending Procedures

The loan request will be reviewed by the Loans Registrar and relevant collections curator, before assessed at a monthly Collections Committee meeting, chaired by the Director of Collections, where the committee will recommend a decision based on BMT's loans criteria (see section 2.3). These recommendations will then be presented to the Director of BMT and senior management team, for final approval. Following their decision, the Loans Registrar will inform the borrower via email of the final decision and a letter from the Director will be sent to confirm this decision.

If the loan request is approved, then a loan agreement will be sent to the borrower following a conservation assessment of the object(s). BMT will provide details of the provenance of the object(s) so that Due Diligence can be checked by the borrower.

Borrowers should be aware that Birmingham Museums Trust receives a high volume of loan requests each year and is unable to support them all, owing to its own collection commitments and limited technical resources. It is vital that borrowers consider BMT's lending criteria before submitting a formal loan request.

2.3 Lending Criteria

BMT will lend to museums of Accredited or equivalent status, and to other organisations that are able to comply with the conditions of loan.

Loans will be considered that support the following additional criteria:

- The object is in sufficiently good physical condition to travel, subject to appropriate treatment and preventive measures
- The loan of an object will have no detrimental impact on the delivery of BMT's own committed and planned programmes
- There are no legal or ethical restrictions relating to the loan of the object
- The loan poses no wider risks, such as risk of seizure
- The borrower meets Birmingham Museums Trust's contractual requirements in terms of costs, interpretation, public access, acknowledgements, security and environmental conditions

Loans will also be declined for the following reasons:

- The object has recently returned from loan and requires a three year rest period
- The object is already committed to another loan during the same period
- There is insufficient research in the proposed request to justify the loan and enable a greater understanding of the object
- Insufficient notice has been provided (minimum twelve months' notice for international, national and regional requests)
- The proposed venue cannot supply an acceptable UKRG facilities report, security supplement and suitable environmental readings

Please note that as part of any loan, we will require the lender to send BMT visitor attendance figures, either for the duration of the temporary exhibition, or annually in the case of longer term loans.

2.4 Loan Costs

The Borrower will be required to cover all costs relating to the loan and this is explained below.

The main services provided by BMT to support lending are as follows:

- Object condition checking
- Conservation treatment
- Mounting and framing
- Packing
- Photography / image reproduction (as specified by the picture librarian)
- Administration charge (applied to international loans)

Additional associated costs for lending that must also be covered by the borrower:

- Insurance
- Export / import / customs fees
- Transport costs
- Travel and accommodation for BMT couriers
- Loans Registrar's time (for large or complex loans as agreed with the Loans Registrar)
- Technicians' time (for large or complex loans as agreed with the Loans Registrar)
- The supply of a complimentary exhibition catalogue to BMT featuring the loan (where applicable)

2.5 Crating Loans

Crates and travel frames are ordered by BMT at a cost to the borrower. These are normally constructed by the Fine Art Agent to a specification provided by Birmingham Museums Trust, including their disposal at the end of the loan. Costs should be paid directly to the company commissioned to undertake this work, who will invoice the borrower directly.

Should the proposed loan not go ahead for any reason and crate(s)/travel frame(s) have already been made, the borrower will still be invoiced for these associated costs despite the loan not going ahead.

2.5 Couriers

Where BMT requires a courier to support a loan, the borrower will be responsible for meeting all reasonable courier expenses for travel with the loan object on both the outward and return journeys. The courier will oversee the unpacking and installation of the object(s) as well as the de-installation and repacking at the end of an exhibition. Business Class travel is required for couriers travelling with the object(s) on all international flights. BMT couriers to European venues will receive 3 nights' accommodation and expenses; travel to USA and non-European countries will require 4 nights' accommodation and expenses.

A courier from BMT will be expected to accompany a loan for the following reasons:

- BMT is lending to a new venue that it has never loaned to before, or for a longer period
- Installation requirements for the object(s)
- Conservation requirements for the object(s)
- High value object(s)
- Several objects being lent to a single venue

BMT will endeavour to reduce courier costs where possible by liaising with other lenders, to consolidate shipments and share duties. It may not always be necessary for the courier to oversee the transit; in this case the courier will travel separately from the object(s) and arrive at the museum

to install the object(s) once it is delivered. However, all items on loan from BMT's collection must be supervised at all times and the Loans Registrar will require contact details of any other couriers overseeing BMT loans on its behalf.

In the event of sending a member of staff the following conditions apply:

UK loans

The borrower will supply:

- Travel tickets for rail or reimbursement for mileage
- Accommodation close to the borrowing venue (if applicable)
- Per diem to be agreed prior to travel

International loans

- For couriers travelling outside Europe by air, business class flights will be required both ways
- Transport to/from airports
- Accommodation close to the borrowing venue
- Per diem to be agreed prior to travel
- Information guide/map of the area with directions to the museum and schedule of installation

2.7 Transport

Loan objects travelling by road must be carried in a climate-controlled vehicle compliant with UK Government indemnity regulations and accompanied by no fewer than two people at all times. The vehicle must have a tail lift and must not be left unattended, and overnight stops should be avoided. If for any reason the vehicle cannot reach the destination within the agreed hours, an appropriate alternative plan must be considered prior to transit and agreed with BMT's Loans Registrar, to avoid objects being stored overnight on the vehicle. It is preferable for objects to be stored in specialist art storage facilities and the Loans Registrar must be informed of any changes to storage or travel routes.

Crates and travel frames must travel in the position shown on the crate/travel frame and wherever possible aligned with the length of the case in the direction of travel. The crates must not be unpacked without BMT's assigned courier being present to oversee this process, unless otherwise stated by the Loans Registrar.

Throughout the period of loan the crate or travel frame should be stored indoors under the same conditions as those agreed for the display of the loan objects. If this is not possible, at least twenty-four hours must be allowed for the packing materials to acclimatise to the specified RH and temperature levels before the works are repacked.

All packing materials will be retained for repacking and objects will be packed in the same manner as that originally employed.

The borrower will return the loan objects within fourteen days of the closing date of the exhibition. The Borrower will immediately notify BMT's Loans Registrar in the event of any actual or anticipated delay.

BMT reserves the right to recall any loan item at any time, provided that it will not do so except in the event of some compelling and unforeseen circumstance.

The Borrower will supply one complimentary copy of the exhibition catalogue to BMT upon the opening of the exhibition. Complimentary tickets into the exhibition / museum or for any launch events should be provided for a minimum of two representatives from BMT.

2.8 Insurance

The Borrower will ensure the loan objects are covered for all risks on a “nail to nail” basis in transit, in store, and while on loan, using the valuations supplied by BMT in these conditions. Such indemnity or commercial insurance shall include provision for:

- In the case of loss or destruction of the loan item, payment of the agreed valuation
- In the case of damage to the loan item, a sum not exceeding the agreed valuation, representing the cost of reasonable repair *and* an amount equal to any reduction in the market value of the loan item after such repairs have been carried out
- A copy of the insurance policy must be forwarded to BMT’s Loans Registrar in advance of the date of collection of the loan item(s). We ask that terrorism cover is included in the policy where possible.
- Immunity from seizure should be applied if applicable for international loans

Should an incident of loss, theft or damage occur the borrower must notify the lender as soon as possible with the full details of the incident report including images of any damage so that this can be recorded by BMT’s Loans Registrar. If any changes to the display or transit of the object(s) occur, the registrar must be informed as soon as possible. Any solutions to re-display or movement of the object(s) must be confirmed with BMT’s Loans Registrar before they take place.

2.9 Security

Security measures appropriate to the safe-keeping of the loan object will be in place at all times during the period of loan. This will be discussed in advance of the loan being agreed through the inclusion of details in the UKRG facilities report and security supplement. Any changes to security procedures or protocol must be sent to the BMT Loans Registrar.

2.10 Environment

The Borrower will maintain a stable climate for the loan objects as follows:

- Light levels for works on paper will not exceed 50-80 lux and for oil paintings 150-200 lux
- Light levels for other organic materials will not exceed 150-200 lux
- Relative humidity and temperature must be in the range 45-60% RH 20°C ± 2°C
- UV levels will not exceed 75 microwatts/lumen

Environmentally sensitive loans must not be unpacked at their destination for twenty-four hours, in order to allow time for the materials to acclimatise. Loans travelling by air will not be unpacked for at least twenty-four hours. It is expected that air-conditioning systems and environmental control equipment will run twenty-four hours a day, seven days a week. The BMT courier or assigned representative will check light levels before departure.

2.11 Care of the Loan Object(s)

- The Borrower agrees that the loan object(s) will not in any way be treated, cleaned, repaired or submitted to any scientific examination except for the photographing of any loan object in an emergency

- Any evident change in the condition of the loan object(s), either in transit or during the exhibition will be reported immediately to the BMT Loans Registrar
- Any condition reports relating to loan object(s) and packed in the case will be completed on arrival and departure at each venue and returned to BMT with the objects at the end of the exhibition within two weeks. Loans will not be moved without the courier present either at installation or de-installation
- Should the BMT Loans Registrar consider that the loan object(s) should be examined by one of BMT's officers the expenses incurred by such examination shall be borne by the Borrower. Loan objects will be firmly and finally attached to the wall or locked into a showcase in the presence of the BMT courier. The loan should remain in the set position agreed with the courier for the duration of the exhibition. Loans will not be moved until the courier returns at the end of the exhibition, unless BMT's Loans Registrar has given permission for the borrower to do so.
- Unless previously arranged and agreed in writing, all two-dimensional works will be glazed (there may be a charge if non-reflect laminated glass is required) and backed, and all three-dimensional works will be displayed in secured showcases

2.12 Photography and Reproduction

The loan object(s) must not be individually photographed, filmed, televised or reproduced without prior consent of BMT although there is no objection to general views of an exhibition being taken for press and publicity purposes. All permitted photographs of the loan object(s) must be credited 'Birmingham Museums Trust'.

For images in catalogues and on websites the credit line must state:

'Loaned by Birmingham Museums Trust on behalf of Birmingham City Council'

For photography reproduction and copyright requests please contact the BMT Picture Librarian: Picture.Library@birminghammuseums.org.uk

2.13 Loan Acknowledgement

Any loan on display must include the following credit line:

'Loaned by Birmingham Museums Trust on behalf of Birmingham City Council'

or

'Loaned by Birmingham Museums Trust on behalf of Birmingham City Council.
Donated by [insert as appropriate]'

3. LONG-TERM LOANS OUT

BMT will assess long-term loan out requests in the same way that it assesses short-term loan requests as described above. The justification for the long-term loan needs to be expressed in writing via a formal loan request letter sent to the Director of Birmingham Museums Trust, Birmingham Museum & Art Gallery, Chamberlain Square, Birmingham B3 3DH. BMT will require a facilities report and security supplement to approve the access into the external museum, the security and environment. Long-term loans out will only be agreed for a maximum period of three years, with an agreed review date prior to the loan period expiring in order to review the loan and either agree its return to BMT or renew the loan for an extended period. Longer loan periods (beyond 3 years) will be considered only in exceptional circumstances relating to the specific nature of the loaned item eg where boiler certificates are required for machinery etc.

4. LONG-TERM LOANS IN

All proposals for long-term loans into BMT's collection must be recommended to the Collections Committee before approval by the Director of BMT and senior management team. Long-term loans in are usually accepted where they will support an existing long-term display. BMT cannot and will not guarantee that a long-term loan in will remain on public display at all times. Long-term loans in which form part of a binding bequest or are offered as acceptance in lieu of tax will be assessed as if they were acquisition proposals and should fall within the criteria of BMT's Collection Development Policy 2020-25. Proposals for acceptance in lieu of tax in situ will not be considered.

5. SHORT-TERM LOANS IN

For temporary exhibitions and displays, BMT will provide facilities reports, security supplements and environmental readings in support of requests to borrow objects from other museums to support its programmes. A copy of the insurance policy covering the loans will also be submitted to the owner/lender. BMT will also provide a loan agreement for private lenders/institutions where they do not supply an agreement. It is important that the lender provides details of the provenance of the objects so that Due Diligence can be exercised.

A courier may be sent to install the object(s). If the courier is on site for only one day BMT will pay the courier's expenses as negotiated between the venues. If the courier requires to be on site for longer than one day BMT will provide a per diem which will be a negotiable rate between the borrower and the lender. Accommodation will also be organised if required close to the museum. BMT's Loans Registrar will provide details to enable the courier to locate the hotel and access the museum with ease.

6. RESEARCH LOANS

Research loans can be carried out at BMT. Requests to borrow a single or small group of objects for research will only be considered where the examination requires specialist laboratory treatment that cannot be provided on site at BMT. However, where a substantial body of material is required to be assessed by different experts (for example re-assessment of an archaeological archive) then applications for loan will be considered from research institutions. All costs associated with the loan must be met by the borrower and BMT must be provided with a copy of a facilities report, security supplement, environmental readings and insurance policy to cover the value of the object/s for the transit and on site externally. The duration of a research loan will usually be for a period of no longer than three years.

7. REQUIRED LOAN DOCUMENTS

For a copy of the UKRG facilities report, security and display supplement:

https://www.ukregistrarsgroup.org/wp-content/uploads/2015/12/UKRG_facilities_report.pdf

https://www.ukregistrarsgroup.org/wp-content/uploads/2015/12/UKRG_security_supplement.pdf

https://www.ukregistrarsgroup.org/wp-content/uploads/2015/12/UKRG_display_case_supplement.pdf

For a copy of UK GIS guidelines:

<http://www.artscouncil.org.uk/protecting-cultural-objects/government-indemnity-scheme>

Please refer to our website for more information on our collection:

www.birminghammuseums.org.uk

8. BMT LOANS CONTACT INFORMATION

For all loans enquiries please contact the Loans Registrar in writing, either via post or email:

Nuala Bradley, Loans Registrar
Birmingham Museums Trust
Birmingham Museum & Art Gallery
Chamberlain Square
Birmingham
B3 3DH

loans@birminghammuseums.org.uk

9. REVIEW PROCEDURE

This Lending Guidelines and Procedures 2020-25 was approved by BMT's Director and senior management team on 7 April 2020. It will be published and reviewed from time to time, at least once every five years. The next date for review will be no later than April 2025. The Charges for Lending will be reviewed on an annual basis.

Nuala Bradley, Loans Registrar
Rob Lewis, Collections Care Manager
19/03/2020

Appendix: Birmingham Museums Trust Charges for Lending

A contribution toward the costs of administering a loan will be applied to international borrowers.

Certain UK borrowers may also attract a cost toward the administration of a loan:

Borrowers who would incur a charge include: National Museums; University Museums; Private Museums; Commercial Galleries

Borrowers who would not incur a charge include: Local Authority Museums and museum services run on behalf of Local Authorities; any museum within the West Midlands; Members of the English Civic Museums Network

BMT reserves the right to waive loan charges where it sees a significant benefit to a loan

Admin Charge:

Objects:	Up to 5 objects	Up to 10 objects	Loans of more than 10 objects	Additional Venue
UK Borrowers which do not attract a charge	No Charge			To be negotiated
UK Borrowers which do attract a charge	£300	£50 per additional object		£100 per venue
International Borrowers	£750	£100 per additional object	To be negotiated	£250 per venue <i>(Excl. Touring Exhibitions – To be negotiated)</i>

Borrowers will also be liable for direct costs related to Object Preparation; these charges have been kept to a minimum, reflect standard UK museums charges and cover the services carried out by BMT staff including material costs to prepare loans.

Charges for Object Preparation:

Objects:	Framing or mounting	Condition report	Conservation treatment if applicable	Packing
Works on paper	£40 per work per hr	£50 per work	£45 per hour	£40 per work* Per hr
Paintings	N/A Glazing costs may apply	£50 per work	£45 per hour	£40 per work* Per hr
Objects	N/A	£50 per object	£45 per hour	£80 per object* Per hr
Textiles	Conservation and packing may be undertaken externally. Cost will be quoted in the BMT loan agreement.			

*All costs are subject to size, for large or complex artworks the examination cost will be quoted separately by the registrar prior to booking.

For additional services these hourly rates apply and the registrar will confirm the costs:

BMT Technicians rate per hour £60.00 (per two technicians)

BMT Conservation rate per hour £45.00

Packing will be undertaken at BMT unless agreed otherwise with the borrower due to complex/large loans. Most condition checking and conservation treatment work will be carried out externally and quotes will be sent to the borrower prior to booking.