

Manchester Art Gallery

Loans Policy

**2019-2021**

## **1. Introduction**

Manchester Art Gallery is the original useful museum, initiated in 1823 by artists, as an educational institution to ensure that the city and all its people grow with creativity, imagination, health and productivity.

The gallery is free and open to all people as a place of civic thinking and public imagination, it promotes art as a means to achieve social change. It has been at the centre of city life for nearly 200 years, created as the Royal Manchester Institution for the Promotion of Literature, Science and the Arts and has been proudly part of Manchester City Council since 1882.

### **1.1 Our vision**

To be an accessible art gallery for the people of Manchester and the wider world; opening minds to the essential role of creativity in making a healthy society and contributing to social change.

### **1.2 Our values**

- We are passionate about Manchester, and aim to be transparent, authentic and collaborative.
- We are accessible, inclusive and open for all people, representing and reflecting the communities of Manchester
- We value and promote lifelong learning - through making and doing; using art, our collections and resources to instil creativity into all aspects of life
- We behave with integrity, combining art and ethics throughout all our work
- We bring people together to generate a culture of understanding and empathy, care and consideration
- We are useful and beautiful, generating ideas and practical solutions to social urgencies with artistry and creativity
- We are proud of Manchester and of our role in shaping the city
- We are nationally and internationally ambitious, with distinctive and sector leading work with driven by the needs of constituents
- We are radical, experimental and imaginative

### **1.3 Loans Programme**

Manchester Art Gallery has an active loans out programme. Loans help to increase public access to our collection and enrich our understanding of it. Loans also help to raise the profile of the collection and the city nationally and internationally.

As a borrower, we benefit from the generosity of museums, galleries and private collectors who lend items to Manchester Art Gallery to support our exhibitions and enhance our collections displays, enabling us to offer a rich and diverse programme for Mancunians and visitors to the city.

We aim to support as many loan requests as possible with the resources we have available, balancing the number of loans we can support with our own public programme and essential collections care activity. As we shift to a more sustainable programme making better use of own collections, we will have limited capacity to support loans out. We will therefore prioritise loans which offer a strong public benefit and align with our vision and values.

The current challenging economic climate has also meant that we are unable to absorb all costs relating to loans and from 1 April 2019 we will be introducing a scale of charges outlined in section 2.4.2.

This policy outlines our key principles and conditions for lending and borrowing and follows the principles set out in the Museums Association's Smarter Loans (2012) and the Bizot Guidelines for Loans (2009).

## **2. Loans Out**

We aim to consider all requests to borrow works from the collection with openness and transparency. From 1 April 2019 we now require 12 month notice for loan requests. Requests are normally acknowledged within 2 weeks of receipt and we aim to reach a decision within 3 months of receipt.

All requests are considered by our Loans Panel consisting of curatorial, conservation and collections management staff at loans meetings held every two months and then approved by the Director.

### **2.1 Who we lend to**

We welcome requests from public museums and galleries. Works from the collection are also lent to Manchester Town Hall and local Manchester Schools. Requests from other institutions which provide public access are also considered providing that the institution can comply with our conditions of loan.

Requests from private individuals or 'For Profit' organisations will not normally be considered. Borrowers will be assessed against their ability to provide the required collection care and security conditions, and to comply with the appropriate ethical, professional and legal requirements.

### **2.2 Priorities for lending**

Our priorities for lending align with our ambitions and values outlined above.

We prioritise loan requests that meet the following criteria in, in order of importance:

1. The exhibition or display offers an opportunity to increase the knowledge and understanding of the object(s) and/or present and interpret the object(s) in a new context.
2. The item(s) requested is demonstrated in the loan request to be fundamental to the exhibition or display and an alternative cannot be sourced easily from elsewhere.
3. The exhibition or display has a clear social impact, promotes cultural diversity and/or promotes social inclusion and encourages participation from those who traditionally have not visited museums.
4. The item(s) requested has not been on display for at least 5 years.
5. Requests for long term loans that will increase longer term public access.

Loan requests may be turned down for the following reasons:

- The items requested are required for Manchester Art Gallery's own exhibitions, displays or educational programme.
- For works on display, if a suitable replacement cannot be provided within the timescale.
- Insufficient justification has been made for a particular item and similar loan objects can be obtained from a more appropriate source elsewhere.
- The items requested are not in a suitable condition for loan and/or the loan will place the items at risk of damage or deterioration. This includes light sensitive material that has exceeded its maximum tolerable light exposure, some panel paintings and heavy, fragile sculpture.
- Where the borrowing institution is unable to meet required environmental or security conditions.
- Where the requirements to manage risk exceeds the capacity of Manchester Art Gallery (e.g. conservation or courier time).
- There are legal or ethical considerations which may affect the decision to lend.
- When there is insufficient notice for the loan request
- Where we are unable to support the request in light of resources already committed to other loan requests and our own programme.

### **2.3 Submitting your request**

All loan requests should be submitted at least 12 months in advance of the exhibition date to allow time for us to consider the request and prepare the object(s) for loan. Any project or decision deadlines should be specified in the request.

A formal loan request should be submitted in writing to:

Alistair Hudson  
Director  
Manchester Art Gallery  
Mosley Street  
Manchester, England  
United Kingdom, M2 3JL.

It is also helpful if you can send an electronic copy of the request letter by email to Phillippa Milner, Senior Registrar, [phillippa.milner@manchester.gov.uk](mailto:phillippa.milner@manchester.gov.uk).

Your request should include the following information:

- Artist or maker's name, title or object name, and accession number
- An outline of the exhibition or display and intellectual rationale
- Clear indication of why these particular item(s) are required
- UKRG Facilities Report (plus a UKRG Security Supplement if we haven't lent to the venue before)
- Environmental data for the equivalent display period from the previous year.

### **2.4 Conditions of loan**

Loans are subject to our standard conditions of loan which can be found in Appendix 1. The key principles are outlined below.

Where borrowers have concerns that they are unable to meet our standard conditions we are happy to discuss this further to see if a solution can be found.

#### **2.4.1 Environmental conditions**

We are committed to supporting Manchester City Council's environmental sustainability agenda, Manchester: A Certain Future, and the Bizot Green Protocol (2015) and strive for a pragmatic and sensible approach to establishing environmental parameters for loans.

We will not specify environmental conditions which exceed the conditions in which items are currently displayed or stored. It is expected that relative humidity will be relatively stable, and appropriate to the needs of vulnerable material.

Light exposure is a key consideration for light sensitive material and borrowers are expected to provide evidence of actual light levels and the period of illumination. If daylight is used, the borrower will be expected to provide continuous data and indicate how light is eliminated outside of opening hours.

#### 2.4.2 Costs

The borrower is expected to meet all costs associated with preparation packing, transportation, insurance and couriering. These are calculated on a cost recovery basis as outlined in the table of charges below.

International venues and venues within the UK who charge an entrance fee or exhibition entrance fee will be charged a loan fee to contribute towards the cost of administering the loan. This fee is waived for UK venues which offer free public access (free entry to exhibition and venue).

|   |                |
|---|----------------|
| Loan fees   |                |
| UK loans to non-charging venues   | n/a            |
| All international loans   | £500 per venue |
| UK loans to venues with an entrance fee and/or exhibition admission fee | £300 per venue |

|  |   |
|--|---|
| Loan preparation and conservation charges                                    |   |
| Conservation treatment and preparation costs (including condition reporting) | £25 per hour plus the cost of materials |

|                             |              |
|-----------------------------|--------------|
| Courier staff time          |              |
| Any courier trip over 1 day | £200 per day |

If any artwork requires substantial conservation treatment that cannot be completed in-house an estimate for freelance conservation will be provided.

If works are on display there may be additional costs for preparation of replacement works and technician time to de-install and hang replacements.

Additional fees may be negotiated if the loan is particularly complicated to administer or if more than 6 objects are requested.

We reserve the right to send a courier with loan objects at all stages of the loan process, although we will only do so where we feel that this is necessary to minimise any risks to the object or where we have any concerns about the venue or the transit to and from the venue. Where we feel it is necessary to send a courier we will work with the borrower to keep the costs to a minimum and will consider sharing courier duties with another institution where this is appropriate.

Any costs and fees will be agreed in advance of the loan in the loan agreement and where possible, we aim to keep the cost of borrowing to a minimum.

If the borrower cancels their request to borrow the object(s) they will be liable for any costs already incurred by MAG along with any crating costs already agreed.

#### **2.4.3 Rights management (images and copyright)**

All objects have associated rights that must be taken into account when loan agreements are made.

Where the Loan Object(s) is still under Copyright, the Borrower is responsible for obtaining permission to reproduce the image from the Copyright Holder. Any liability arising from Copyright infringements incurred whilst on loan lies with the Borrower.

Permission is granted for the borrower to film and photograph the Loan Object(s) for installation shots and in press and media coverage on the condition that any such filming and photography is appropriately supervised by the Borrower and the images taken are used for no other purpose. Where installation shots are taken, a copy should be supplied to Manchester Art Gallery.

Amateur photography of out of Copyright Loan Object(s) by the general public is permitted for the duration of the exhibition for private, non-commercial use, provided no flash equipment, tripod or selfie stick is used. Loan Object(s) that are still under Copyright must not be photographed by the general public unless explicit permission has been sought from the Copyright Holder.

Requests for photographs, slides and transparencies and requests for reproduction should be addressed to John Peel, Collection Information Manager, email [john.peel@manchester.gov.uk](mailto:john.peel@manchester.gov.uk)).

Manchester Art Gallery must be provided with one reference copy of any catalogue produced, which should be forwarded to the Registrar.

#### **2.4.4 Loan agreement**

The borrower will be expected to sign Manchester Art Gallery's Loan Agreement. No other agreement or contract will be entered into.

The loan agreement must be signed and returned at least 4 weeks in advance of the shipment leaving Manchester Art Gallery.

#### **2.4.5 Due Diligence**

As part of the loan assessment process we undertake a provenance check and will provide provenance information we hold on file to the borrower on request, however, the borrower is expected to undertake their own due diligence checks.

We will ask the borrower to confirm that they have no reason to believe that any other object included in the exhibition has been stolen, illegally exported or illegally

imported from its country of origin, as defined in the UNESCO Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property, 1970

## **2.5 Documentation**

All loans out are recorded on our collections management database and the documentation complies with SPECTRUM collections management standards.

Any new information about the object(s), for example research and interpretation relating to the exhibition or display, or information uncovered as part of the due diligence checks is retained on file for future reference.

## **3. Loans In**

### **3.1 General Principles for Loans In**

Any loans in should be specifically for the purpose of an exhibition or display. Any Loans for other purposes, for example curatorial research or a confirmed bequest, will be discussed and agreed by the Manchester Art Gallery's Loans Panel.

Loan requests will be made with as much notice as possible, and in accordance with the Lender's Loans Policy, if known.

We will exercise the same care with respect to the loan as we would in the safekeeping of our own collection, and provide a safe and secure environment in accordance with museum standards and international best practices in the care of art.

A loan agreement which includes the dates of the loan must be in place for all loans in. It is the Lender's prerogative to use their own loan agreement or written conditions of loan, but in cases where the Lender does not have their own loan agreement document, Lenders will be asked to sign Manchester Art Galley's Loan Agreement for Loans In.

We will respect and adhere to the Lender's Conditions of Loan including, but not limited to, all requirements for handling, transport, couriers, security, photographic restrictions, display, lighting, environment, and insurance/indemnity.

Should we be unable to comply with any Lender requirement, the Lender will be notified immediately and permission requested for any proposed changes.

We will provide facilities reports and environmental information in a timely manner when requested by the Lender.

We will take every precaution to safeguard all proprietary information provided by the Lender and to keep confidential such information as values or the identity of Private Collectors, who wish to remain anonymous.



Unless otherwise agreed with the Lender, Loans In will be covered by Manchester Art Gallery's commercial insurance policy or UK Government Indemnity. The insurance valuation provided by the Lender should represent a fair market value.

### **3.2 Due diligence**

Manchester Art Gallery is committed to ensuring that every item it borrows for temporary exhibition or long term loan for permanent display is legally and ethically sound. Due diligence is exercised to ensure that:

- The lender has good legal title and can lend free from encumbrances
- The item has not been stolen, looted or illegally imported or exported
- There is no known claim of ownership by a third party

Our due diligence policy for objects on loan to the gallery is in accordance with all relevant national and international standards, including the following:

- Statement of Principles issued by the National Museum Directors Conference on "spoliation of works of art during the Holocaust and World War II period" in 1998
- Combating Illicit Trade: Due Diligence Guidelines for Museums, Libraries and Archives on collecting and borrowing Cultural Material (DCMS, October 2005)
- UNESCO 1970 Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Cultural Property
- ICOM Code of Ethics
- SPECTRUM: UK Documentation Standard for Museums
- Convention on International Trade in Endangered Species of Wild Fauna and Flora
- ICOM red list

For further information please refer to Manchester Art Gallery's Due Diligence Policy and Procedures for Loans.

### **3.3 Documentation**

All loans in are recorded on our collections management database and the documentation complies with SPECTRUM collections management standards.

We have a backlog of historical deposits and Loans In, where no agreement is in place with the Lender. The backlog is being addressed as part of Manchester Art Gallery's Documentation Plan. If the original owner of the object of a deposited or

loaned item cannot be contacted, legal advice will be sought as to the steps that should be taken, with a view to either acquiring the object or disposing of the object with reference to Manchester Art Gallery's Collection Development Policy 2019-2021. Any further action will only be undertaken after a period of due diligence, where reasonable efforts to trace the original owner have failed.