

# **The Catholic Archives Society**

## **Important Note**

The Loans Policy below is what is used by Westminster Diocesan Archives in 2010. Westminster Diocesan Archives have generously allowed it to be placed on the Catholic Archives Society website for use by diocesan archivists and others.

Anyone using it should be aware that it is what is currently in use in Westminster and so is subject to change. This and other forms and policies on the website will reflect the situation in 2010.

## **WESTMINSTER DIOCESAN ARCHIVES LOANS POLICY**

### **Introduction**

Westminster Diocesan Archives welcomes requests to borrow items for inclusion in temporary exhibitions at other museums, archives, libraries and galleries, seeing this as an important way of improving access to its collections. However, the resources of the Westminster Diocesan Archives are limited, and the work involved in arranging loans has to be balanced against the prior needs of the Archive's own programme.

Institutions considering the loan of items from the Westminster Diocesan Archives should read this policy and then contact the archive staff as early as possible to discuss their requirements and gain indications of what might and might not be available to borrow. While not exhaustive, the following list indicates items that we are unhappy about lending:

- Original historic photographs.
- Small items of very high value.
- Large and / or fragile items difficult to pack and transport.

The Archivist and the Westminster Diocesan Archives reserve the right, at any time, not to proceed with a loan.

### **Preliminary Enquiries**

The following issues should be borne in mind before considering a request to borrow material from the Westminster Diocesan Archive:

- Loans will usually only be made to named organisations for the purposes of public display. The Borrower will be expected to bear all associated costs and arrange transport as agreed with the Westminster Diocesan Archive.
- Loans are not normally made to commercial organisations that wish to use exhibits for commercial gain. However, a loan may be agreed in exceptional circumstances.
- Loans to touring exhibitions are not considered.
- Short-term loans as well as longer term loans may be possible.
- The Westminster Diocesan Archive does not lend material for “props” in theatrical productions.
- Loans must remain confidential until a signed loan agreement has been returned to, and received by, Westminster Diocesan Archive.
- The Borrower warrants, covenants and agrees that 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 in the *UNESCO Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property 1970*.
- Objects that are on loan from the Westminster Diocesan Archives will not be lent to any third party without written permission from the Archive.
- The Borrower must bear all costs incurred in setting up a loan, including conservation work and any other necessary work needed to make the object available for loan.
- The Borrower must bear all the associated costs and transportation arrangements.
- The Westminster Diocesan Archives may ask the Borrower to insure or indemnify the objects whilst on loan, and will ask for the insurance value of the objects to be increased during the loan period if necessary. The need for insurance cover and the cover required will be outlined in the loan agreement and documentary proof of insurance or indemnity must be provided to Westminster Diocesan Archives if requested.
- Loans will be granted for a fixed period (a maximum of two years). The Westminster Diocesan Archive may allow the loan to be renewed at the end of the initial loan period, provided both parties agree.

- During the period of loan, Westminster Diocesan Archives are entitled to ask for object condition reports at no less than 1 weeks notice and may make visits to ensure that the loan terms and conditions are being complied with.
- The Westminster Diocesan Archives reserves the right to recall immediately at the Borrower's expense any item at any time if there is any failure to adhere to the loan agreement. Otherwise any item may be recalled before the expiry of the period of the loan by one month's notice in writing.
- The Westminster Diocesan Archives agrees to lend items for display by a named Borrower at a specific location. In no circumstances may the loan be moved during the course of the exhibition without the Westminster Diocesan Archives express prior written permission.

### **Formal Enquiries**

Once you have read the above considerations and determined which items you would like to borrow, please write on your institution's headed notepaper to the Archivist at the Westminster Diocesan Archives formally requesting the loan. Please ensure that you tell us:

- The title of the exhibition and its scope.
- Its dates of opening and closing to the public.
- The dates upon which you would like the item(s) from Westminster Diocesan Archives to arrive and depart.
- Full details of the items you wish to borrow, including where possible their Westminster Diocesan Archives reference numbers.
- The name, position, telephone and fax numbers, and email address of the contact person at your institution who will deal with all aspects of the loan.
- Statement of proposed procedure for packing and transporting the loaned object(s).

You must also enclose details of the environment within which the items will be kept and all security precautions that are to be taken.

Any subsequent changes to these details must be confirmed in writing to the Archivist.

Within 1 calendar month we will inform you in writing whether your request has been successful. If it has we will tell you of any special conditions governing the loan, and also identify the person here who will be the point of contact for all aspects of its administration.

Within 1 calendar month of us receiving your acceptance of the conditions we will send you an estimate of the costs involved in fulfilling your loan and a customised loan agreement.

Having received and accepted our estimate and conditions you sign and return the Westminster Diocesan Archives loan agreement and work can begin on preparing for your exhibition the items you are borrowing.

### **Preparation and Treatment of Exhibits**

The requesting institution must be prepared to meet the costs of any inspection or other investigation by the Westminster Diocesan Archives of the proposed exhibition venue as part of its consideration of the loan request.

Items to be loaned will be prepared for display by either the Westminster Diocesan Archives or the Borrower, as is deemed most suitable, at the Borrower's expense.

Items which are to be placed in display cases at the exhibition venue must not have any additions made to them by the Borrower, nor may anything be removed. Specifically, the dressing of uniforms and display mannequins, and the mounting of badges, medals, flags and other items of textile, is to be undertaken only by, or under the supervision of, the staff of the Westminster Diocesan Archives or a designated agent. No attachment may be made to any item of uniform and no items (such as badges, buttons or medal ribbons) are to be altered or removed.

Framed exhibits must not be removed from their frames. No item of uniform, medals or badges may be worn by any individual for any purpose; no flags may be paraded; no weapons handled, other than during the mounting or dismounting of a fixed display; and no decorative art item (such as silver or ceramics) used or displayed out of its agreed location (at dinners, receptions, etc).

Books may be opened at a page agreed with the Westminster Diocesan Archives, following a procedure outlined by a member of the Westminster Diocesan Archives staff. Pages must not be turned without the Westminster Diocesan Archives prior written consent. If this is agreed the Westminster Diocesan Archives reserves the right to have a member of its staff present at the Borrower's expense.

Any cleaning, conservation or repairs to items borrowed, their mounts or their frames, is to be undertaken solely by the staff of the Westminster Diocesan Archives or a designated agent at the Borrower's expense.

In the event of any unusual occurrence or damage to a loan item while in transit or during an exhibition, the Westminster Diocesan Archives must be informed immediately even if Westminster Diocesan Archives property is not directly affected. Any subsequent remedial conservation must first be authorized in writing by the Westminster Diocesan Archives.

## **Responsibilities and Expenses**

The Borrower must make formal acknowledgement of the receipt of the loan.

The Borrower shall be responsible for paying all costs associated with the preparation and transit of loan items: including framing, mounting and dressing; the preparation of condition reports; transport and packaging, and insurance.

Any costs incurred by the Westminster Diocesan Archives in preparing items for loan will be met by the Borrower if the loan is cancelled before installation takes place.

All Borrowers must provide and pay for all-risks commercial insurance acceptable to the Westminster Diocesan Archives. If this is not possible insurance will be arranged by the Westminster Diocesan Archives at the Borrower's expense.

Any insurance shall be 'nail-to-nail', covering the loan from the time of its release from the Westminster Diocesan Archives, during transit to and from the Borrower, and for the period while it is in the Borrower's care, until it is returned direct to the Westminster Diocesan Archives and its receipt acknowledged.

In the event of total loss policies must provide for payment of the full declared value of the item as specified by the Westminster Diocesan Archives on the loan agreement. The Westminster Diocesan Archives reserves the right to vary such valuation and the Borrower will be notified in writing of any changes. Where the loan forms part of a pair or set the policy must cover any reduction in the value of the remaining and or undamaged part.

The Westminster Diocesan Archives will produce a Condition Report on all loans, which will accompany the items so that Borrowers may satisfy themselves that no undue risks are being incurred.

On receiving the loan, a Borrower will check the Condition Report and must notify the Westminster Diocesan Archives at the earliest opportunity if there has been any evident change in the condition of an item.

Should at any time during the period of the loan the Westminster Diocesan Archives consider that the item, or the venue in which it is placed, requires examination by a member of its staff or a designated agent, the expenses thus incurred will be met by the Borrower.

The Borrower must exercise 'due care' in the custody of the loan. Where the Westminster Diocesan Archives has not provided a courier this will include 'due care' in handling, transport, unpacking and repacking of the item(s).

On the return of the loan to the Westminster Diocesan Archives, the Archives will formally acknowledge receipt to the Borrower.

## **Packing and Transport of Exhibits**

The Westminster Diocesan Archives will ensure that the loan is securely packed and, for return, the loan shall be packed in exactly the same manner using the same materials or crating. Any purpose-built crate must be kept in a secure place by the Borrower pending the return of the item to the Westminster Diocesan Archives.

The Borrower and the Westminster Diocesan Archives will mutually agree to the transport arrangements in advance, including dates for the collection and return of the loan. Unless otherwise agreed the itinerary must be direct from the Westminster Diocesan Archives to the Borrower and back again. The Westminster Diocesan Archives reserves the right to specify the type of transport (ie a climate-controlled, air-ride vehicle), and to decline a specific contractor.

The Westminster Diocesan Archives reserves the right to send, at the expense of the Borrower, a courier to escort the loan, to oversee loading and unloading, packing and unpacking, installation and de-installing exhibits, and to check the condition of the loan during the course of the exhibition. Where the Westminster Diocesan Archives sends a courier they have absolute discretion to withdraw and remove items on loan if dissatisfied in any way with the exhibition venue. Where the Westminster Diocesan Archives does not send a courier, the Borrower must provide a detailed log of the movements of the item(s) from arrival at the exhibition to installation, and from de-installation to departure from the venue.

Other than by mutual agreement, exhibits will be delivered at the last possible moment before an exhibition opens, and they will be placed in their designated positions until the time at which they are to be returned to the Westminster Diocesan Archives. When Westminster Diocesan Archives items are displayed in cases with other property the Westminster Diocesan Archives must be advised in advance of any intention to move or remove them.

## **Environment**

A Borrower shall undertake to maintain constant and adequate protection of the loan to minimize the risks of theft or vandalism, damage from the hazards of fire and flood, insect and vermin attack, pollution, exposure to excessive light levels or harmful radiations, and extremes of temperature and relative humidity. The Westminster Diocesan Archives reserves the right to stipulate security measures for specific items.

The Borrower must maintain any levels of light, temperature and relative humidity that are specified by and/or to the Westminster Diocesan Archives.

Any deterioration in the condition of a loaned item must be notified to the Westminster Diocesan Archives without delay.

## **Photography and Acknowledgement**

The Borrower is responsible for ensuring that the items loaned by the Westminster Diocesan Archives are not photographed, filmed, televised or reproduced without the prior written permission of the Westminster Diocesan Archives.

Borrowers requiring images for publication must contact the Westminster Diocesan Archives or consult the website for further details, copyright permissions and scale of charges.

Acknowledgement must be made in labels, display or exhibition notices and publications to the effect that items loaned under these conditions are the property of the Archives of the Archbishops' of Westminster.

The Borrower must provide for the Westminster Diocesan Archives one copy of any exhibition catalogue or other publication associated with the loan.

**Any further enquiries can be made to the Archivist**