

General Loan Conditions

All loans from the Horniman Public Museum and Public Park Trust are agreed subject to these conditions.

1. Definitions

In the Loan Agreement the following terms shall have the following meanings unless the context otherwise requires:

- 1.1 “Horniman” will mean the Horniman Public Museum and Public Park Trust, whose registered address is 100 London Road, London SE23 3PQ, United Kingdom.
- 1.2 “Objects” will mean those articles stated in Schedule B: Loan Objects.
- 1.3 “Value” means the estimated value for indemnity or insurance purposes, in Pounds Sterling, as stated in Schedule B.
- 1.4 “Loan Period” will mean the Loan Start Date to the Loan End Date as stated in Schedule A.
- 1.5 “Exhibition” will mean the exhibition more fully titled **[Enter exhibition title]**
- 1.6 “Borrower” will mean the approved institution or its agent to whom the Objects are lent by the Horniman.
- 1.7 “Venue” will mean the premises of the Borrower where the Objects will be displayed or stored during the Loan Period.
- 1.8 “GIS” will mean the UK Government Indemnity Scheme, as administered by the Arts Council England (“ACE”) or its successor bodies, on behalf of the Department for Digital, Culture, Media and Sport (“DCMS”). GIS Guidelines means the Government Indemnity Scheme Guidelines for National Institutions (January 2016).

2. Ownership

- 2.1 The Objects are, and will remain, the property of the Horniman.

3. Loan Agreement

- 3.1 In the construction and interpretation of this Loan Agreement:
 - 3.1.1 This Loan Agreement includes the Schedules attached.

- 3.1.2 The headings are for reference only and shall not affect the interpretation of this Agreement.
- 3.1.3 Unless the context demands otherwise the singular shall include the plural and vice versa, reference to any gender shall include references to the other gender and references to any person shall include bodies corporate, unincorporated associations, charities and partnerships.
- 3.2 For touring exhibitions where the Borrower has responsibility for the entire tour, a separate Loan Agreement will be arranged for each Borrowing Venue. It is the Borrower's responsibility to ensure that each Borrowing Venue meets the terms and conditions of this Agreement.
- 3.3 The Borrower will take all reasonable steps to keep the Objects in the same state of repair and condition as received. It will not carry out any repair, cleaning, or other work to the Objects unless directed to do so by the Horniman or with the Horniman's prior written agreement, except where an emergency makes such work necessary for the safety of the Objects.
- 3.4 The Borrower will not sell, assign, let, pledge, charge or otherwise encumber the Objects or any interests therein.
- 3.5 The Loan Agreement and General Loan Conditions will be governed and construed in accordance with the Law of England. Any dispute relating hereto will be determined in the English Courts.

4. Due Diligence

- 4.1 In accordance with the UK Department for Digital, Culture, Media and Sport's current guidelines, the Borrower warrants, covenants and agrees that no objects in their exhibitions or displays are known or suspected to have been stolen, illegally imported, 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*.
- 4.2 The Lender will ensure that the Objects conform to the Convention on International Trade in Endangered Species of Wild Fauna and Flora, and will carry out necessary checks on any other licenses and documentation which may be required well in advance of the loan start date.
- 4.3 The Borrower confirms that it is not aware of any matter including third party claims which might impede the delivery of the Objects to and/or the return of the Objects from the Venue.

4.4 Where such legislation exists, the Lender will ensure that the Objects qualify for immunity or exemption from seizure under any relevant legislation providing for immunity or exemption from seizure of any Objects of cultural significance, and that all conditions required to be met pursuant to any such legislation for the Objects to be immune from seizure have been or will be met.

5. Duration of the Loan

5.1 The Horniman will loan the Loan Objects to the Borrower from the Loan Start Date to the Loan End Date (the “Loan Period”).

5.2 Upon expiry of the specified period of loan, or upon its earlier termination in accordance with these *General Loan Conditions*, the Borrower will return the Objects to the Horniman in the same condition in which it was received, and in accordance with this Loan Agreement.

6. Costs

6.1 The Borrower will pay all Direct Costs, as indicated in Schedule C, and shall be responsible for paying all additional costs incurred by the Borrower and the Museum in connection with the loan of the Objects to the Borrower and the displaying of the Objects at the Venue.

6.2 In the case that a loan is terminated by the Borrower prior to its dispatch, the Horniman may seek to recover from the Borrower any costs that have been incurred prior to the termination e.g. conservation, administration, photography, etc.

6.3 The Borrower agrees to meet all future costs associated with checking the Objects. This includes agreed periodic checks and additional checks required as the result of an emergency situation. For each visit, associated costs may include travel, accommodation, mounting and per diems as required. This will be agreed in advance of each visit in writing.

6.4 The Borrower will pay any sums due under clauses 6.1-3 within 30 days of the date of the Horniman’s invoice. All prices are subject to VAT at the rate current at the time of invoicing.

7. Insurance/Indemnity

- 7.1 The insurance values of each Object to be loaned will be provided in advance by the Horniman and stated in Schedule B.
- 7.2 By signing the Loan Agreement, the Borrower accepts the valuations and in the case of any loss or damage to the Objects the Borrower will not dispute the valuations.
- 7.3 In accordance with the National to National agreement, the Horniman agrees to bear the risk of total loss, whilst the Borrower undertakes to cover the cost of any repairable damage.
- 7.4 Where the loan falls under the Government Indemnity Scheme (GIS), it is the Borrower's responsibility to arrange indemnity cover for the entire period of the loan including transportation to and from the Horniman. GIS cannot be granted for any Object which has a value of £1,000 or less. Further information about the scheme can be found here: <https://www.artscouncil.org.uk/protecting-cultural-objects/government-indemnity-scheme>.
- 7.4.1 As detailed in the GIS Guidance Note Version 2 (October 2016), indemnity is granted on the condition that:
- No restoration or conservation work is carried out on the object without the prior agreement of the owner;
 - The borrower is under no liability for the loss of, or damage to, the object arising or flowing from:
 - War, hostilities or war-like operations, but excluding acts of terrorism, riot, civil commotion, piracy and hijacking;
 - The negligence or other wrongful act of the owner, his servants or agents;
 - The condition (including inherent vice or a pre-existing flaw) of the object at the time of its loan;
 - Restoration or conservation work undertaken to the object by the borrower, his servants or agents with the agreement of the owner; or
 - A third part claiming to be entitled to the object; and
 - Any liability which the borrower may incur to the lender arising out of the loan of the object shall not exceed the specified value.
- 7.5 Where neither GIS nor the National to National agreement applies, the Borrower will arrange and pay for an all-risks insurance policy for the borrowed objects covering the entire period of the loan including transportation to and from the Horniman. If the insurance amount exceeds current cover indicated in the Borrower's policy, the Borrower will increase the cover to such an amount as may be required to cover the shortfall.

- 7.6 The Borrower will produce evidence of such insurance/indemnity prior to the start of the loan period, and, where appropriate, receipt of the payment of the current premiums. In the case of long term loans, the Borrower will issue the Horniman with up-to-date insurance/indemnity documentation annually.
- 7.7 The Horniman reserves the right to revise the value of any Objects to take into account changes in the market value of cultural artefacts. Typically, insurance valuations will be renewed every three years or when a loan renewal or extension is requested. The Borrower will always be informed of any relevant changes in value.

8. Facilities

- 8.1 In order for the Horniman to obtain information about the Venue's access, security, storage, display, environment, handling etc., the Borrower will complete, where relevant, the following documents:
- UK Registrars Group Standard Facilities Report
 - UK Registrars Group Standard Security Supplement
 - UK Registrars Group Standard Display Case Supplement
- 8.2 Objects in store awaiting display will be kept in an area which meets the same security and environmental conditions outlined within this Agreement.
- 8.3 There must be no smoking, eating or drinking in the area where the Objects are stored before display nor in the exhibition area. If the galleries are to be used for functions, this will be agreed with the Horniman in advance and will be specified in Schedule C.

9. Security

- 9.1 The Borrower must give information about security and fire precautions at the Venue to the satisfaction of the Horniman. Usually this information will be submitted in the UKRG Facilities Report, Security Supplement and Display Case Supplement.
- 9.2 Details of security precautions will be treated confidentially. However, this information may be passed to the UK National Museums Security Adviser at Arts Council England (ACE), who may ask to assess the Borrower's premises or offer advice on specific security matters.
- 9.3 A representative from the Horniman's Facilities section may also visit the display or storage area to examine security arrangements. The Borrower will pay transport and subsistence costs of any such visits. This will be agreed in advance and specified in Schedule C.
- 9.4 The Horniman may require other special protective measures in specific circumstances, for example, display case alarms, details of which are set out in Schedule C.

10. Packing and Transport

- 10.1 Packing and transportation arrangements will be subject to the prior approval of the Horniman. If an external agent is required to transport the Objects to and from the Horniman to the loan venue(s), the Borrower will arrange and pay for this. This will be agreed in advance and specified in Schedule C.
- 10.2 The Horniman will provide suitable packing for the transportation of the Objects. If an external agent is required to provide crates for the Objects then the Borrower will arrange and pay for this. This will be agreed in advance and specified in Schedule C. The Borrower will store this packaging in good condition and make it available for re-packing the Objects at the end of the loan period.
- 10.3 At all times during transportation, the Borrower will ensure that the Objects are not exposed to any violent or frequent changes in temperature or humidity and are not stored, exhibited or used in a place where it will be affected by radiators, heaters, boilers, fires or other sources of heat, damp, pollution, or in areas where smoking or eating is permitted.
- 10.4 Any crate containing the Objects, which has travelled by air or in a non-climate-controlled vehicle, will be allowed to acclimatise in its final destination for 24 hours before unpacking.

11. Couriers

- 11.1 Where circumstances demand, the Horniman will send one or more members of its staff as couriers to accompany the Objects in transit, to oversee unpacking and installation, as well as de-installation and repacking. This will be agreed in advance and specified in Schedule C.
- 11.2 For touring exhibitions, the Horniman will determine if a courier is required to accompany the Objects between the Borrowing Venues. This will be agreed in advance and specified in Schedule C.
- 11.3 The Horniman's courier has absolute discretion. The Borrower will comply with any request made by the courier to ensure the preservation and safety of the Objects.
- 11.4 The Borrower will pay the couriers adequate subsistence, as detailed in Schedule C, to cover all expenses, including a reasonable level of hotel accommodation for overnight stays. If public transport is used, couriers will travel first class by rail or business class by air when accompanying Objects. All such costs will be borne by the Borrower unless agreed in advance and specified in Schedule C.

11.5 The Borrower will provide the following for couriers travelling overseas:

- For loans to Europe - couriers will receive subsistence to cover two working days and two nights' hotel accommodation.
- For loans outside Europe - couriers will receive subsistence to cover three working days and three nights' hotel accommodation.

12. Customs

12.1 The Borrower will be responsible for all customs formalities, and will ensure relevant customs and export licence paperwork is in order.

12.2 The Borrower will inform the Horniman of any potential problems or issues as soon as possible. Any costs incurred due to the failure of the Borrower to do so, will be met by the Borrower.

12.3 Unless agreed otherwise, custom inspections must take place either at the Borrowing institution or at the Horniman. The Objects must not be unpacked for custom inspection en route. In the event of Objects being unpacked by Customs whilst in transit, the Horniman must be informed immediately.

13. Brexit

For the duration of the implementation period, the Borrower is advised to make contact with the Horniman at the earliest opportunity to allow time to process any additional arrangements which may be necessary.

The Horniman will not be held liable for any additional costs or delays caused as a result of changes to transport arrangements across the border. Anticipated and accrued costs rising from e.g. conservation, mount making, photography, etc. will still be borne by the Borrower regardless of delays caused by Brexit.

The Borrower/Lender will be made aware of any developments or changes at the earliest opportunity. Specific conditions will be stipulated in Schedule C.

14. Termination

14.1 By the Horniman:

The Horniman has the right to terminate the loan forthwith and enter upon the Borrower's premises to recover possession of the Objects in the following circumstances:

- In the event of any breach of these General Loan Conditions or of any of the Specific Conditions detailed in the Loan Agreement.
- In the event that the Borrower commits an act of Bankruptcy; has a receiving order made against him or her or in the case of a company, a winding up petition is presented or a resolution for its voluntary winding up is passed (otherwise than for the purpose of amalgamation or reconstruction); if the Borrower makes any arrangement with his or her creditor; if distress or execution will be levied or threatened upon the exhibits or any of the Borrower's property; if any judgement against the Borrower remains unsatisfied for more than fourteen days; or if the Borrower abandons the Objects.

14.2 By the Borrower:

The Horniman recognises that a loan may be cancelled for valid reasons, but reserves the right to charge the Borrower for any costs that may have been incurred e.g. conservation, administration, photography, etc.

15. Environmental conditions

- 15.1 The Borrower guarantees appropriate conditions required for the preservation and security of the borrowed Objects, subject to inspection by and advice from the Museum's Collections Conservation and Care section or by specialist independent advisers appointed by the Horniman.
- 15.2 Loaned items will not be exposed to fluctuations in temperature or humidity. They must not be placed near radiators or any other heating or air-conditioning device. The following ranges will be considered acceptable:
- Relative Humidity: 40–60% with fluctuations of no more than $\pm 10\%$ per 24 hours within this range
 - Temperature: 16–22°C
 - Visible Light 0-200 Lux
 - UV Light 0-75 μ Watts per Lumen
- 15.3 If required, the specific environmental conditions for objects will be detailed in Schedule B. For example, stone objects could be safely displayed with lux up to 300.
- 15.4 Loaned items must not be exposed to direct sunlight.

15.5 The Horniman will provide a Condition Report, which will be signed by a representative of the Horniman and by a representative of the Borrower at the start and end of the Loan Period.

16. Display and Care

16.1 At all times the Borrower will take all necessary steps to preserve the Objects in good condition to the satisfaction of the Horniman.

16.2 The obligation of the Borrower commences immediately after the Objects are taken into the possession of the Borrower (the moment the Objects leave premises owned by the Horniman) and continue until the Objects are returned to the Horniman.

16.3 The Borrower will ensure that at all times:

- The environmental and handling conditions set out in the Loan Agreement are met.
- Display cases must not be opened and the Objects moved without prior written permission from Horniman, except in an emergency. In this event, the Collections and Loans Coordinator must be informed immediately.
- The Objects are not to be stored, exhibited or used in a place where it will be affected by any radiators, heaters, boilers, fires or other sources of heat, pollution or areas where smoking is permitted.
- The Objects must not usually be stored, exhibited or used in, or near, areas where eating or drinking is permitted. Exceptions to this are rare, and must be agreed with the Horniman prior to the start of the loan and will be specified in Schedule C.

16.4 Relevant staff in the Borrower's employment must be familiar with these General Loan Conditions and with any Specific Conditions agreed in the loan agreement.

16.5 The Borrower agrees to provide the Horniman with one copy of their Collections Recovery Plan before the loan start date. The copy will be filed securely and retained only for the duration of the loan, after which it will be destroyed.

17. Reporting Loss or Damage to the Objects

17.1 In the event of Objects being lost or damaged, the Borrower will inform the Horniman immediately after the accident has occurred or as soon as the loss/damage has been noticed. The Borrower will meet the full cost of any repair following the accident or damage.

17.2 In the event of any breach of these General Loan Conditions or of any of the Specific Conditions detailed in the Loan Agreement, the Horniman will be entitled to recover from the Borrower on demand all expenditure (including legal costs and fees) incurred by the Horniman in recovering or seeking to recover any Objects from the Borrower or any third party or otherwise enforcing or seeking to enforce any of the General Loan Conditions or of any of the Specific Conditions detailed in the Loan Agreement.

18. Acknowledgement

18.1 Any labels and catalogue entries relating to or reproductions of any Objects will bear an acknowledgement to “**Horniman Museum and Gardens**”.

18.2 Where possible, the Borrower should include the Horniman handles or tag the Horniman into your social posts with the following handles:

Twitter (@HornimanMuseum)

Facebook (Horniman Museum and Gardens)

Instagram (@HornimanMuseumGardens)

19. Reproduction and Photography

19.1 Requests for reproduction of images and photography of objects should be made in writing to the Collections and Loans Coordinator (or for Object in Focus loans, the Collections Access Officer).

19.1.1 Borrowers are advised to inform the Horniman at the earliest opportunity so that object photography can be planned well in advance of dispatch. In some cases, the borrower may be liable to a fee if the Horniman’s photographer is unavailable or we are unable to process the request in-house.

19.2 The Borrower is permitted to reproduce official Horniman photographs free of charge for the following purposes:

- Exhibition catalogue/booklet
- Exhibition publicity – print or digital (poster/flyer/information leaflet, invitation, press release, press prints, articles, website, social media). Please see 19. below regarding Press, Marketing and Social Media.
- Exhibition panels – object labels, context panels.
- Exhibition interactives and educational purposes (non-commercial)– print or digital (apps, trails, quizzes).

- Documentation, e.g. providing a record on internal databases or as part of an exhibition schedule.
- 19.3 External requests to film or record objects on loan must be submitted in writing to the Collections and Loans Coordinator (or for Object in Focus loans, the Collections Access Officer) at the earliest opportunity. If permission is granted, a representative from the Horniman, or the Horniman's agreed appointee may be present to oversee the operation, at the borrower's expense.
- 19.4 Any commercial use of images of loan objects will be liable to a fee and must be agreed with the Horniman in advance.
- 19.5 Horniman approved image credit lines must accompany all photographs of loan objects. These will typically be the object number, object name and '©Horniman Museum and Gardens'. Any changes to credit lines will be stipulated in Schedule C.
- 19.6 The Borrower will provide the Horniman with two printed copies of the exhibition catalogue. These should be posted to the Collections and Loans Coordinator (or for Object in Focus loans, the Collections Access Officer).

20. Press, Marketing and Social Media

- 20.1 The Borrower will co-ordinate with the Collections and Loans Coordinator (or for Object in Focus loans, the Collections Access Officer) to discuss any events, publicity, marketing or social media associated with the Horniman's objects.

21. Freedom of Information

- 21.1 The Borrower shall note that Horniman's Freedom of Information policy requires us to meet the requirements of the Freedom of Information Act and that all information provided by or relating to the Borrower that the Borrower or Horniman considers is confidential or commercially sensitive will nevertheless be subject to the obligations under the Act. Although the Horniman is not classified as a Public Authority under the Freedom of Information Act, we endeavour to respond to disclosure requests wherever possible.
- 21.2 The Borrower agrees promptly upon request to release back to Horniman information relating to Horniman that is being held by the Borrower should that information properly be required by a requestor. Although the Horniman is not classified as a Public Authority under the Freedom of Information Act, we endeavour to respond to requests made regarding information.

22. Force Majeure

- 22.1 Neither Party shall be liable to the other by reason of any failure or delay in performing its obligations under the Agreement which is due to Force Majeure, where there is no practicable means available to the Party concerned to avoid such failure or delay.
- 22.2 If either Party becomes aware of any circumstances of Force Majeure which give rise to any such failure or delay, or which appear likely to do so, that Party shall promptly give notice of those circumstances as soon as practicable after becoming aware of them and shall inform the other Party of the period for which it estimates that the failure or delay will continue.
- 22.3 For the purposes of this clause, “Force Majeure” means any event or occurrence which is outside the control of the Party concerned, but shall not include any industrial action occurring within the Borrower’s organisation.

23. Data Protection

- 23.1 The Horniman will keep contact details of the Borrower stored on their collections management database as a record of the loan. This information will be managed in accordance with current legislation, and will not be shared with any external parties by the Horniman, unless the Horniman is required to share the information by law. The Data Protection Policy and Retention Guidelines can be found on the Horniman’s website.

24. General

- 24.1 The Borrower will provide the Horniman with two copies of any hand lists, catalogues etc. that are compiled as a result of the exhibition or research.
- 24.2 The Borrower will provide the Horniman with at least two invitations to the private view of the exhibition.

25. Contacts:

- 25.1 General enquiries, correspondence and in emergencies:

Collections and Loans Coordinator or Collections Access Officer

Horniman Museum and Gardens

100 London Road

London

SE23 3PQ

Tel: +44 (0)20 8858 8232

Email: loans@horniman.ac.uk

Appendix 1

General security conditions and environmental conditions which apply under the Government Indemnity Scheme (Annex D GIS National Guidelines)

National Heritage Act 1980, section 16

1. The borrower shall at all times be responsible for ensuring that the greatest possible care is taken of the indemnified object.
2. The indemnified object must be accommodated in a strong building which has well-protected windows, doors and skylights. The building must also provide appropriate control for the indemnified object.
3. The whole building must have an automatic fire detection system fitted by a NACOSS (National Approval Council for Security Systems) or SIA (Security Industry Authority) approved alarm company which is serviced annually and maintained in good working condition.
4. At night, or when the building is closed or not otherwise in normal use, there should be either an agreed level of night guarding by security staff within the building and/or an intruder detection alarm system which covers all possible routes into the building including windows and rooflights. The alarm system should be fitted by a NACOSS or SIA approved alarm company and should be serviced twice annually and maintained in good working condition.
5. The intruder and fire detection systems must be connected by a secure monitored signal to an alarm receiving centre unless they are monitored internally at all times by security personnel.
6. If, as the result of false calls, the police response to an intruder detection system is: downgraded; withdrawn; or if there is a failure which renders the system ineffective; or if the system cannot be re-set immediately, then guarding by trained personnel must be introduced until the police response is restored or the system repaired or re-set.
7. Environmental conditions must be maintained 24-hours a day, 7-days a week throughout the loan period from the time the indemnified object arrives until it departs from the loan venue.

8. Relative humidity, temperature and light levels should be monitored throughout the loan period in the space within which the indemnified object is contained.
9. Paintings, drawings and similar objects must be secured to walls by mirror plates and security screws or, if this is not possible for any reason, an acceptable alternative must be agreed with the National Security Adviser.
10. Small pictures, less than 450mm x 250mm (A3 including frame), must not be displayed near windows, fire escapes, or entrances and exits to the building.
11. Any indemnified objects including but not limited to unglazed paintings, fragile or sensitive material must not be mounted within two metres of a portal or doorway and there shall be at least 1 metre between the floor level and lowest part of the frame/works. They shall be protected by rope or other barriers which must be at least 1 metre from the exhibits or an acceptable alternative must be agreed with the National Security Adviser and the Environmental Adviser.
12. Small portable objects must be exhibited in locked display cases which should be fitted with anti-bandit laminated glazing meeting British Standard BS 5544 and EN 356 P3A. This glazing will be 11.3mm thick or greater. The use of Acrylic or Perspex material may be permitted as an alternative provided its minimum thickness is 12mm. If the material consists of gold, silver, jewellery, coins or medals or items which are especially valuable, the cases must be fitted with alarm devices. The cases must be secured in a manner approved by the National Security Adviser.
13. All indemnified objects must be displayed so that they are invigilated by trained personnel who are in line of sight and nearby the indemnified objects. This will normally mean at least one person to a room unless an acceptable alternative is agreed in advance with the National Security Adviser.
14. Warding or qualified staff must be constantly deployed in the exhibition rooms during the time the public is admitted and proper arrangements must be made for their relief for refreshment and other purposes. They must concentrate on the safety and security of the displayed indemnified objects at all times.
15. When it is not possible to arrange for exhibition space(s) containing indemnified objects to be properly invigilated, it/they must be closed to the public

16. There must be a form of drill, with which every member of staff is familiar, to cater for all emergencies.
17. An Emergency Plan should be drawn up, updated regularly and tested with practical exercises to cope with emergencies such as: fire; smoke; escape of water from tank, pipe or appliance; theft; robbery; vandalism; storm; explosion; terrorist act; political act; flood; riot; civil commotion; pest attack; earthquake; collision by aircraft or other vehicle.
18. Warding staff must be equipped with a means of communication to other members of staff.
19. When meetings, functions or other events are held in areas containing indemnified objects, consideration must be given as to an appropriate level of supervision and invigilation.
20. Food or drink must not be allowed in the area containing an indemnified object except under arrangements approved in advance by the National Security Adviser and Environmental Adviser of the Arts Council.
21. The arrangements for formal openings, private views, staff parties and other such events, functions and so on must comply with all the above conditions.
 - A** In the event of loss or damage due to the specified conditions not having been observed the Secretary of State shall be entitled to conduct in the name of the owner or lender the pursuit or settlement of a claim against the borrower or a third party or to prosecute in the name of the owner. The Secretary of State shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the owner shall give all such information and assistance the Secretary of State may require.
 - B** These conditions are the minimum requirements of the Government Indemnity Scheme, but borrowers should be aware that some lenders impose additional conditions which the borrower will be required to meet for the loan to proceed.

January 2016

Appendix 2

General transport conditions which apply under the Government Indemnity Scheme¹ (Annex E GIS National Guidelines)

National Heritage Act 1980, section 16

1. Any transport company used to move the object(s) must have proven experience in the transport of fragile and valuable artefacts with employees recognised and trained in the handling of such material and must be able to meet the conditions below and confirm this in writing.
2. When object(s) are sent out or brought in from abroad, the company used must have the ability and appropriate experience to handle consignments of valuable and fragile material. When the value of a single consignment exceeds a threshold determined by the DCMS, tracking devices will be fitted to the object carry cases as well as the carrying vehicle. Company staff must be experienced in dealing with airport and seaport procedures and all necessary documentation.
3. The removal, packing, unpacking and transport of the indemnified object must be supervised by senior members of the transport company in consultation with the lender and/or borrower of the object or under the licence of the Department for Transport's Known Consignor Scheme.
4. Any vehicle, whether owned by a transport company or the borrower or the lender, used for the transport of indemnified objects must conform to the specifications in paragraphs 5 to 10 below.
5. Vehicles used should normally be closed vans (i.e. having solid sides and roof) with a windowless freight compartment separate from the driving cab. All vehicles should be equipped with good quality locking devices. Additional locking facilities may also be required, such as closed shackle padlocks. Any locking bars or external fittings must be secured with concealed or non-return screws or welded or riveted into place.
6. Vehicles should provide appropriate protection against vibration and shock and extremes in relative humidity and temperature conditions for consignments of

¹ Special circumstances apply to overseas transport. Overseas arrangements should be at least as rigorous as shown in these Transport Conditions. You should discuss air and sea transport arrangements with the National Security Adviser if you need advice.

valuable and fragile material. Air-ride suspension and climate control equipment may be necessary in appropriate circumstances. Environmental conditions should be monitored.

7. Vehicles have to be equipped with tracking systems and crew with appropriate means of communication, radio or mobile telephones for dealing with delays or emergencies.
8. Keys to the freight compartment should be kept separate from the vehicle ignition keys.
9. Vehicles other than closed vans may be used in appropriate circumstances, e.g. the carriage of exceptionally large objects which may demand the use of an open lorry with the load suitably covered. Furthermore, small consignments or single objects may be carried by car, small van, taxi, train or air provided a sufficient number of couriers and or staff are in attendance.
10. All vehicles must be fitted with fire-fighting equipment appropriate to the load and the crew must be trained in its use.
11. Whatever method of transport is used, compliance with the operating conditions in paragraphs 12-19 is required.
12. A vehicle must always carry two drivers on long journeys, one driver and a courier on short journeys. The crew must be experienced in the handling of valuable consignments, responsible and capable of dealing effectively with any emergency situation.
13. Where a space on the carrying vehicle is limited, or where deemed essential for security control, a second escorting vehicle will need to be provided and equipped with radio / mobile telephone communications.
14. The route should be carefully planned and the addresses and telephone numbers of emergency services should be carried by the crews and accompanying couriers.
15. Ideally, the journey should be completed in one haul.
16. When a stopover is necessary arrangements must be made to lodge the vehicle and/or objects in secure premises which are protected by a 24-hour intruder and fire alarm system or under continuous supervision.

17. On no account should a vehicle be left unattended by the crew, even in an emergency.
18. Special circumstances may apply to some overseas transport, but arrangements must be no less rigorous than those specified above.
19. An effective 'no-smoking' policy should apply in respect of areas containing indemnified objects.
 - A** In the event of loss or damage due to the specified conditions not having been observed the Secretary of State shall be entitled to conduct in the name of the owner or lender the pursuit or settlement of a claim against the borrower or a third party or to prosecute in the name of the owner. The Secretary of State shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the owner shall give all such information and assistance the Secretary of State may require.
 - B** These conditions are the minimum requirements of the Government Indemnity Scheme, but borrowers should be aware that some lenders impose additional conditions which the borrower will be required to meet for the loan to

January 2016

Appendix 3

Food and drink conditions which apply under the Government Indemnity Scheme (Annex F GIS National Guidelines)

National Heritage Act 1980, section 16

The general security and environmental conditions applying to exhibitions and displays covered by indemnity do not allow food and drink in the area containing indemnified objects unless arrangements are approved in advance by the National Security Adviser and the Environmental Adviser of the Arts Council.

If it is not possible in connection with private views or other functions (such as formal openings, staff parties, concerts or dance events) to serve food and drink in spaces other than those containing indemnified objects the National Security Adviser must be consulted and the following conditions are likely to apply:

1. Food and drink is prepared and dispensed in a space not containing indemnified objects. No heat or steam generating equipment can be used or bottles uncorked in the space containing indemnified objects.
2. The serving and carrying of red wine in glasses in any space containing indemnified objects which are unglazed or uncased must be avoided.
3. Strict attention is given to the cleaning operation to ensure removal of residue of food and drink. Appropriate checks should ensure that chemical cleaning agents or extra amounts of water do not adversely affect environmental stability or the corrosivity of the atmosphere next to indemnified objects.
4. Where practicable the installation of suitable barriers are required to prevent close approach to unglazed, fragile or sensitive exhibits. Such barriers must be a minimum of one metre distant from the indemnified object to provide a manageable sterile zone.
5. The deployment of adequate staff on invigilating duties in all exhibition spaces containing indemnified objects especially if barriers cannot be installed.

If arrangements are made incorporating the above together with any additional measures required by the Arts Council the indemnity will remain valid. If, however, there are any doubts about arrangements or where it is felt that indemnity may be affected or that different arrangements are sought, the National Security Adviser and Environmental Adviser must be consulted.

January 2016