



**National
Trust**

TERMS AND CONDITIONS

1. LOAN

1.1. In consideration of the Borrower meeting its obligations under this Agreement, the National Trust hereby agrees to lend the Borrower the Loan Item(s) for the Loan Period on the terms set out in this Agreement.

1.2. The Loan Period may be extended for such additional period or periods as the parties may agree, provided that no extension of the Loan Period will be deemed to have been agreed until it has been confirmed by both parties in writing.

1.3. Where the loan relates to more than one Loan Item this Agreement applies to each of those Loan Items. The Borrower and the National Trust may agree in writing for items to be added to or deleted from the list of Loan Item(s) set out in the Schedule. References to the Loan Item(s) are to those on loan to the Borrower at any time in accordance with this Agreement.

1.4. Following the signature of this Agreement, the National Trust shall provide the Borrower with a completed schedule of costs in the form set out in Annex 3 (the "**Schedule of Costs**").

1.5. All capitalised terms used but not defined in these Terms and Conditions shall have the meanings given to them in the Schedule.

2. GENERAL BORROWER OBLIGATIONS

2.1. The Borrower shall:

2.1.1. comply with all packing, transportation, conservation, maintenance, storage, display, security, insurance and other conditions set out in Annex 1 and the Schedule of Costs at Annex 3;

2.1.2. perform its obligations under this Agreement with all due skill and care, to a high professional standard, and in accordance with all applicable laws, regulations and codes of practice; and

2.1.3. where:

2.1.3.1. "B) British Government Indemnity Scheme" has been selected in Part 3 of the Schedule, comply with the requirements of the British Indemnity Scheme Guidelines (as amended from time to time); or

2.1.3.2. "C) Other government indemnity scheme" has been selected in Part 3 of the Schedule, comply with the requirements of the relevant government indemnity scheme guideline (as amended from time to time).

3. LOAN FEE AND COSTS

3.1. The Borrower shall pay the National Trust the loan fee (plus any applicable VAT) set out in the Schedule of Costs.

3.2. The Borrower shall be responsible for all costs and expenses relating to the loan of the Loan Item(s), including but not limited to all costs and expenses (i) identified as Borrower costs within this Agreement and (ii) set out in the Schedule of Costs.

3.3. For the avoidance of doubt, in the event of cancellation or early termination of the loan by the Borrower, the Borrower will remain responsible for (i) the Loan Fee and (ii) all costs and expenses relating to the loan of the Loan Item(s) incurred on such cancellation or early termination.

4. PACKING, TRANSPORTATION AND REMOVAL

4.1. At the beginning of the Loan Period, the Borrower shall arrange for the packing of the Loan Item(s) and for appropriate transportation of the Loan Item(s) from the collection address set out in the Schedule of Costs (the "**Collection Address**") to the Venue.

4.2. At the end of the Loan Period, the Borrower shall arrange for the packing of the Loan Item(s) and for appropriate transportation of the Loan Item(s) from the Venue to the Collection Address.

4.3. The Borrower shall obtain the National Trust's consent prior to engaging any third party supplier to provide transportation services.

4.4. The Borrower shall ensure that all third parties providing transportation services comply with all applicable customs requirements (including but not limited to export, import, CITES and other licences). The National Trust will, at the request of the Borrower, provide any information necessary to comply with such customs requirements.

4.5. The Borrower shall at all times hold, exhibit and handle the Loan Item(s) with all due skill, care and diligence. The Borrower shall ensure that Loan Item(s) are handled only by experienced, skilled and careful art-handlers or Borrower employees.

4.6. The Borrower shall comply with any additional transport and packing arrangements specific to the Loan Item(s) set out in the Schedule of Costs.

4.7. All costs and expenses relating to packing, transportation and customs requirements under Clauses 4.1, 4.2 and 4.4 shall be paid by the Borrower.

4.8. The National Trust may notify the Borrower that it wishes to nominate a courier to travel with the Loan Item(s). The role of any such courier shall be as described in Annex 1.

4.9. All costs and expenses relating to any courier appointed under Clause 4.8, including but not limited to any costs and expenses set out in Annex 1 or the Schedule of Costs, shall be paid by the Borrower.

5. DISPLAY

5.1. The Borrower shall maintain the Loan Item(s) on display throughout the Loan Period.

5.2. The Borrower shall comply with any special display requirements specific to the Loan Item(s) set out in the Schedule of Costs.

5.3. The Borrower shall not make any changes to the display of the Loan Items(s) without the National Trust's prior written consent.

5.4. The Borrower shall ensure that the Credit Line set out in the Schedule is displayed (i) on all labels provided for the Loan Item(s) and (ii) in any materials produced in relation to the Loan Item(s) pursuant to Clause 9.

5.5. The Borrower shall, at the reasonable request of the National Trust Contact, grant National Trust staff and volunteers free access to view the Loan Item(s).

6. SECURITY

6.1. The Borrower shall be responsible for the security of the Loan Item(s) for the duration of the Loan Period.

6.2. Prior to the start of the Loan Period, the Borrower will provide the National Trust with a completed facilities report for the Venue using the standard UKRG template (or any other applicable national equivalent), Security Supplement and Display Case Supplement.

6.3. The security arrangements for the Venue must be approved prior to the start of the Loan Period:

6.3.1. where either "A) Commercial" or "C) Other government indemnity scheme" has been selected in Part 3 of the Schedule, by the National Trust's security advisor; or

6.3.2. where "B) British Government Indemnity Scheme" has been selected in Part 3 of the Schedule, by the National Security Advisor of The Arts Council, England.

6.4. The Borrower shall comply with any special security requirements specific to the Loan Item(s) set out in the Schedule of Costs or as otherwise specified in writing by the National Trust's security advisor.

6.5. The Borrower shall immediately inform the National Trust of any breach of security which occurs at the Venue (including for the avoidance of doubt any breach of security which does not directly affect the Loan Item(s)).

6.6. All costs and expenses relating to the security requirements set out in this Clause 6 (including but not limited to any travel costs incurred by the National Trust pursuant to Clause 6.3.1) shall be paid by the Borrower.

7. CONDITION REPORT

7.1. At the start of the Loan Period, the National Trust shall provide the Borrower with a condition report for the Loan Item(s) detailing their condition on despatch from the Collection Address.

7.2. The Borrower shall ensure that the condition report is reviewed and amended in accordance with Annex 1.

7.3. All costs relating to the preparation, review and amendment of the condition report shall be borne by the Borrower, including but not limited to external conservator fees and expenses.

8. ENVIRONMENTAL CONDITIONS

8.1. The environmental conditions to which each Loan Item has become accustomed will be assessed by the National Trust. The Borrower shall provide environmental conditions for the Loan Item(s) that meet the approval of the National Trust.

8.2. The Borrower shall comply with any additional environmental conditions specific to the Loan Item(s) set out in the Schedule of Costs.

9. FILMING AND PHOTOGRAPHY

9.1. The National Trust agrees, visitors to the Exhibition shall be entitled to take photographs and films for personal non-commercial use only.

9.2. The Borrower shall put appropriate measures in place to ensure that visitors to the Exhibition do not produce photographs, videos or other representations of the Loan Item(s) for anything other than personal non-commercial use.

9.3. The National Trust may provide the Borrower with photographs of the Loan Item(s) (the "Materials") for collections management purposes. The intellectual property rights in the Materials shall at all times remain the property of the National Trust. The National Trust grants the Borrower a royalty-free non-exclusive licence to use solely for the purposes of properly administering and recording the loan of the Loan Item(s).

9.4. If the Borrower wishes to use any photographs of, or related to, the Loan Item(s) for any purpose other than those set out in Clause 9.3 (including, but not limited to, any promotional or commercial purpose) the Borrower must obtain a licence from National Trust Images (www.nationaltrustimages.org.uk) and pay the associated license fee.

10. COMMUNICATIONS

10.1. The Borrower shall direct all communications regarding the loan of the Loan Item(s) and this Agreement to the National Trust point of contact described in the Schedule of Costs.

10.2. Subject to the requirements of Clause 5.4, the Borrower shall not use the National Trust's name, oak leaf logo or other trade mark without the National Trust's prior written consent.

10.1. The Borrower shall provide the National Trust with three copies of any Exhibition catalogue (plus any additional copies set out in the Schedule) free of charge.

11. INSURANCE

11.1. Where:

11.1.1. "A) Commercial" has been selected in Part 3 of the Schedule:

11.1.1.1. the Loan Item(s) will be insured by and at the expense of the Borrower for duration of Loan Period to the value set out in the Schedule on a nail to nail basis for all risks, as further described in Annex 2; and

11.1.1.2. the Borrower shall, provide the National Trust with an insurance policy demonstrating the cover obtained pursuant to Clause 12.1.1.1.

11.1.2. "B) British Government Indemnity Scheme" has been selected in Part 3 of the Schedule:

11.1.2.1. the Loan Item(s) will be covered by British Government Indemnity Scheme, as further described in Annex 2. The parties agree that the scheme is offered and administered by the British Government and all matters relating to and any claims under the scheme are administered in accordance with the laws and courts of England; and

11.1.2.2. the parties agree to accept the following condition of indemnity as stated in clause 2 of the Secretary of State's undertaking to indemnify (under section 16 of the National Heritage Act 1980):

2. This indemnity is conditional upon it being a term of the loan agreement that:

"2.1 no restoration or conservation work is carried out on the object without the prior agreement of the owner;

2.2 the borrower is under no liability for the loss of, or damage to, the object arising or flowing from:

2.2.1 war, hostilities or war-like operations but excluding acts of terrorism, riot, civil commotion, piracy and hijacking;

2.2.2 the negligence or other wrongful act of the owner, his servants or agents;

2.2.3 the condition (including inherent vice or pre-existing flaw) of the object at the time of its loan, or

2.2.4 restoration or conservation work undertaken to the object by the borrower, his servants or agents with the agreement of the owner; and

2.2.5 a third party claiming to be entitled to the object; and

2.3 any liability which the borrower may incur to the lender arising out of the loan of the object shall not exceed the specified value."; or

11.1.3. "C) Other government indemnity scheme" has been selected in Part 3 of the Schedule the Loan Item(s) will be covered by the government indemnity scheme set out in Part 3 of the Schedule, as further described in Annex 2.

12. DAMAGE TO THE LOAN ITEM(S)/LIABILITY

12.1. The Borrower shall be responsible for any loss or damage to the Loan Item(s) during the Loan Period.

12.2. In the Loan Item(s) are damaged, lost or stolen while on loan to the Borrower, the Borrower shall inform the National Trust in writing.

12.3. The parties acknowledge that the insurance policy maintained pursuant to clause 11 and Part 3 of the Schedule (the "Insurance Policy") will be the National Trust's principal recourse in respect of loss of or damage to the Loan Item(s) and the Borrower will not be liable for any loss of or damage to the Loan Item(s):

12.3.1. which is indemnified against under the Insurance Policy; or

12.3.2. for which the Lender would have been fully indemnified against under the Insurance Policy or any other policy of insurance held by the Borrower but for the National Trust's failure to maintain or to comply with the terms and conditions of such insurance (provided the National Trust has been provided with a copy of the Insurance Policy applicable).

12.4. The Borrower shall permit the National Trust to inspect and examine the Loan Item(s) from time to time.

12.5. The Borrower shall check the condition of the Loan Item(s) regularly throughout the Loan Period and shall immediately report any change in the condition of the Loan Item(s) to the National Trust.

12.6. If the Loan Item(s) are damaged, lost or stolen while on loan to Borrower, the Borrower shall immediately inform the National Trust in writing.

12.7. The Borrower shall not to carry out any conservation work on the Loan Item(s).

13.

14. DUE DILIGENCE

14.1. The Borrower confirms that it uses all reasonable endeavours to comply with the following national (to the extent that it is located in the United Kingdom) and international guidelines and standards:

14.1.1. Statement of Principles issued by the National Museum Directors Conference on "spoliation of works of art during the Holocaust and World War II period" 1998;

14.1.2. Combating Illicit Trade: Due Diligence guidelines for museums, libraries and archives on collecting and borrowing cultural material, published by DCMS, October 2005;

14.1.3. the UNESCO 1970 Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Cultural Property;

14.1.4. the ICOM Code of Ethics;

14.1.5. the MA Code of Ethics;

14.1.6. SPECTRUM: UK Documentation Standard for Museums;

14.1.7. Convention on International Trade in Endangered Species of Wild Fauna and Flora; and

14.1.8. ICOM red list.

14.1.9. 1954 Hague Convention for the Protection of Cultural Property in the Event of Armed Conflict, its Protocols and the Cultural Property (Armed Conflicts) Act 2017

14.2. The Borrower shall use all reasonable endeavours to administer the loan contemplated by this Agreement in accordance with all applicable national and international laws, conventions and agreements.

15. TERM AND TERMINATION

15.1. This Agreement shall commence on the date the National Trust signs the Agreement and shall continue until the end of the Loan Period, unless it is terminated earlier in accordance with this Clause 15.

15.2. This Agreement may be terminated by either party with immediate effect:

15.2.1. if the other party commits a material breach of this Agreement (and such breach is not able to be remedied or, if remediable, is not remedied within 30 days of receiving a request to do so); or

15.2.2. if any order is made or resolution passed for the liquidation, winding up or dissolution of the other party (otherwise than for the purposes of reconstruction or amalgamation) or if it becomes unable to pay its debts as they fall due.

15.3. This Agreement may be terminated by the National Trust:

15.3.1. on providing 90 days' written notice to the Borrower;

15.3.2. with immediate effect if the National Trust reasonably considers that:

15.3.3. any Loan Item has been, or is likely to be, damaged in any way;

15.3.4. any Loan Item has, or is likely to, deteriorate in condition; or

15.3.5. there is a threat to the security of any Loan Item.

15.3.6. there is a failure to agree with National Trust staff the conditions of the loan.

15.4. Termination of this Agreement shall be without prejudice to any existing rights or claims that a party may have against the other and shall not relieve a party from fulfilling its obligations accrued before, or continuing after, termination.

15.5. All provisions of this Agreement that need to survive its termination in order to be effective shall remain in full force and effect after termination.

16. CONFIDENTIALITY

Both parties will at all times treat and safeguard as private and confidential the contents of this Agreement and will not use such information in any way except as may be reasonably required to properly administer and record the loan of the Loan Item(s). This Clause 15 shall survive the expiry or termination of this Agreement.

16. BRIBERY AND MODERN SLAVERY

The Borrower shall:

16.1. comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption, including but not limited to, the Bribery Act 2010;

16.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

16.3. comply with the Trust's Anti-bribery and Anti-Corruption Policies as may be communicated by the Trust to the Artist from time to time; and

16.4. not engage in any activity, practice or conduct that would constitute an offence under the Modern Slavery Act 2015 and shall notify the Trust promptly in the event that it is subject to any investigation under that Act.

17. DATA PROTECTION

17.1. The Borrower shall ensure that it and/or their servants/agents/employees do not cause the Trust or any member of the Trust Group to breach any laws relating to personal data or privacy in force from time to time ("Data Protection Laws") and that it complies with those Data Protection Laws.

17.2. The parties do not expect that the Borrower shall process personal data on behalf of the Trust under this Agreement. In the event that the Borrower does process personal data on behalf of the Trust, the Borrower shall notify the Trust immediately in writing and the Borrower shall enter into a data processing agreement with the Trust, in the form specified by the Trust.

18. GENERAL

18.1. No one other than a party to this Agreement shall have any right to enforce any of its terms.

18.2. This Agreement shall be interpreted in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.

18.3. If any provision or part-provision of this Agreement is or becomes invalid, illegal or

unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

TERMS AND CONDITIONS ANNEX 1: PARTICULARS FOR LOANS OUT

1. Opening reception invitations.

The Borrower agrees to send opening reception invitations to Mr. John Orna-Ornstein, Director of Curation and Experience, National Trust, Heelis, Kemble Drive, Swindon SN2 2NA; Dr. Tarnya Cooper, Curatorial and Collections Director, National Trust, Heelis, Kemble Drive, Swindon SN2 2NA, to the Lead Registrar and to the special subject curator. The Registrar will advise if invitations need to be sent to the Regional Directors or the property General Managers.

2. Loan fees and costs.

National Trust staff will work closely with the Borrower to minimise costs. They will endeavour to inform Borrowers of potential costs as soon as possible before the work is carried out and will seek their specific approval.

Any other cost or expense associated with the loan for which the Borrower is responsible such as packing, transport, conservation, couriers, regular inspections of the loan objects and insurance will be agreed on a case by case basis with the borrowing institution and specified in the Schedule of Costs attached at Annex 3.

Fees and Expenses may include but, are not limited to, the following:

- An administration fee as calculated by the National Trust's loan fee calculator - The minimum loan fee for loans to UK institutions is £350 and minimum loan fee for loans abroad will be £1,200. The loan fee will increase with the complexity of the loan request.
- Fees for external conservators or expenses for staff to visit a property to examine the object(s) and draw up condition assessments.
- Costs associated with essential remedial conservation work of the object or preparation of the object for loan and display.
- Fees for supervising packing and/or unpacking of the object at the property and costs associated with the removal, installation and de-installation of the object from/to its location within the property if required. Please note that this might include the need to install scaffolding and in some instances floor loading checks and structural surveys.
- Costs associated with transportation and packing cases; travel and subsistence for couriers; forwarding agent's fees; insurance during transit and exhibition; insurance cost during conservation work; valuation for insurance purposes; photography, customs clearance.
- Costs associated with security checks of the exhibition venue.
- Costs associated with mounting the objects for display.
- Costs associated with re-arranging displays in order to minimise disruption to the visitor experience at the lending National Trust property. National Trust staff are not normally available to undertake this work and an agent or carrier may be asked to undertake this.

Failure to agree with National Trust staff about conditions of the loan may result in the National Trust withdrawing the loan. Any costs incurred by the National Trust prior to the withdrawal of the loan are to be paid by the borrower.

In the case of loans for an extended period, or to exhibitions at more than one venue, the borrower may be required to meet the expenses of National Trust staff making periodic inspections, or for couriering between venues and of inspection at the new venue.

Photography of loan objects and fees associated with Images shall be paid for by borrowers at all time and will be in accordance with section 16 of Annex 1.

3. Facilities Reports and Environmental Readings

A UKRG Standard Facilities Report, Security Supplement and Display Case Supplement or similar should be sent to the Registrar (please contact the Registrar for a blank copy if you need one) together with temperature and relative humidity readings for the same period as the exhibition in the previous year. We prefer to receive the raw environmental data in a spreadsheet rather than a graph.

If environmental data are not available, we may request that temporary environmental monitoring is put in place immediately to confirm that the proposed conditions are suitable for the objects being lent. While the National Trust accepts a set target-range as a general rule, specific conditions may be requested for particular objects, if required. It is the responsibility of the borrower and the borrowing institution to ensure that these requirements are met.

4. Condition assessment and condition reports

An initial condition assessment will be carried out by a conservator.

This will provide all essential conservation costs to be undertaken before the loan goes ahead, desirable conservation work, packing, handling, and other requirements specific to this particular object. The Registrar will provide an estimate at this point to the Borrower, so they can plan their budget.

Once these conditions are agreed by the Borrower and the Registrar, a packing and collection date will be agreed.

The National Trust will prepare a final condition report before packing. The original condition report will be packed with the loan item or carried by the National Trust courier.

On receiving the loan, the Borrower will check the condition report, agree it with the courier if the loan is accompanied, sign and return a copy to the Registrar within 48 hours of unpacking, noting any changes in the condition of the loan.

The original condition report will stay with the Borrowing institution for the duration of the loan and be returned (with any comments made after inspection by the courier) with the loan item once the exhibition is closed.

The report will then be checked against the objects upon return to the property, so that the final condition check can be completed once the loan item has been unpacked on delivery.

Any damages will be noted, and the borrowing institution contacted, for explanation and possible redress.

5. De-installation, Installation at the NT Premises, Risk assessments, method statements and Exchange of Information.

The Registrar will prepare an Exchange of Information Form (EoI) with the NT Property staff which will include information about the work that needs to take place at the Collection Address before the object can be collected by the transport company.

This document will be sent to the borrower in advance, so they can brief their transport agent. This document will be checked and signed by NT property staff and transport agent staff on collection and delivery days.

If it is decided that the work to be carried out at the Collection Address is of high risk for either members of the public, staff, the historic building or the loan item, contractors must provide the National Trust with a method statement and risk assessment prior to carrying out any work and must be allowed enough time for their preparation. This may also entail an initial trip to Collection Address to survey the space. The details of this process will be arranged with the registrar.

6. Packing

It is National Trust policy to hire packing cases from a National Trust-designated specialised company for exhibition loans. The Borrowers must pay for the costs of crates, as stipulated by the Registrar. Some items for loan within the UK we may not require packing cases and the loan objects can travel soft-wrapped. The Registrar will advise on each individual loan.

On return, the objects must be packed in the same way as for the outward journey. The packing case should be stored during the loan period in a place fully conditioned to the same temperature and relative humidity levels as those in which the loan itself is being exhibited. If this is not possible, prior to packing for return, the case must be moved into the same exhibition area as the object and opened to allow acclimatisation of the case for 24 hours prior to packing.

Loan items must not be moved or unpacked until the National Trust courier is present. In instances where there is no National Trust courier, the conservator, or person nominated by the National Trust, may in some instances be a representative of another UK museum. This person will be responsible for condition checking and overseeing installation and must be present before loans are moved or unpacked.

7. Transport and shipping

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.

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 registrar in accordance with the relevant Operational Risk Business Partner at the National Trust, 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.

The removal, packing, unpacking and transport of the object must be supervised by senior members of the transport company in consultation with the lender and/or Borrower of the material or under the licence of the UK Department for Transport's Known Consignor Scheme.

Any vehicle, whether owned by a transport company or the Borrower, used for the transport of NT collection objects must conform to the specifications in paragraphs below.

- Vehicles used should 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.
- Vehicles should provide appropriate protection against vibration and shock and extremes in relative humidity and temperature conditions for consignments of valuable and fragile material. Air-ride suspension and climate control equipment may be necessary in appropriate circumstances. Environmental conditions should be monitored.
- Vehicles have to be equipped with trackings systems and crew with appropriate means of communications, radio or mobile telephones for dealing with delays or emergencies.
- Keys to the freight compartment should be kept separate from the vehicle ignition keys.
- Vehicles other than closed vans may be used in appropriate circumstances, e.g. the carriage of exceptionally large items which may demand the use of an open lorry with the load suitably covered. Furthermore, small consignments or single items may be

carried by car, small van, taxi, train or air providing a sufficient number of couriers and/or staff are in attendance.

- All vehicles must be fitted with firefighting equipment appropriate to the load and the crew trained in its use.

Whatever method of transport is used, compliance with the operating conditions in paragraphs below is required:

- A vehicle must always carry two drivers on long journeys, one driver and a courier on short journeys. The crew to be experienced in the handling of valuable consignments, responsible and capable of dealing effectively with any emergency situation.
- 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.
- The route should be carefully planned and the addresses and telephone numbers of emergency services should be carried by the crews and accompanying couriers.
- Ideally, the journey should be completed in one haul.
- When a stopover is necessary arrangements must be made to lodge the vehicle and/or material in secure premises which are protected by a 24-hour intruder and fire alarm system or under continuous supervision.
- On no account should a vehicle be left unattended by the crew, even in an emergency.
- Special circumstances may apply to some overseas transport, but arrangements must be no less rigorous than those specified above.
- An effective 'no-smoking' policy should apply in respect of areas containing loan material.

These conditions are the minimum requirements, but borrowers should be aware that the National Trust may from time to time impose additional conditions which the borrower will be required to meet for the loan to precede depending on the value and importance of the objects transported.

If it is deemed necessary to transport the work of art to an external conservator's studio, the National Trust will inform the borrowing institution beforehand and will seek their approval of any extra cost. In this instance the work may be transported as part of the National Trust's regular transport schedule to minimise costs to borrowers unless otherwise agreed in writing with the Registrar.

8. Courier

The National Trust reserves the right to nominate a courier or escort who shall accompany the loan in its trip to and from the borrowing institution. The courier shall witness packing and unpacking of the object, supervise loading and unloading of cases during transport, airport handling and palletisation and witness and approve installation and de-installation.

Normally the National Trust courier will be a member of the National Trust staff or a volunteer working on behalf of the National Trust. In some instances, the National Trust courier may be a representative of another UK museum or even the borrower's registrar or conservator. This person will be responsible for condition checking and overseeing installation and must be present before loans are moved or unpacked. The name of the courier will be agreed between the National Trust and borrower as part of the loan arrangements and prior to the loan leaving the National Trust premises.

It is standard policy for the National Trust to send a courier with the cargo on all air transits.

All couriers' expenses shall be met by the Borrower.

A per diem or daily allowance to cover expenses such as meals and local taxis when abroad should be available on arrival – either at the borrowing venue, or at the hotel if arrival is outside museum hours and neither transport agent nor appropriate borrowing institution staff is available.

Couriers travelling to European venues receive 3 days expenses and 2 nights' accommodation and those travelling to the USA and the Far East receive 5 days expenses and 4 nights' accommodation.

Due to the geographical dispersion of National Trust properties and bearing in mind that some of our couriers are resident there, taxis or other suitable road transport, to and from Collection Address(es) or their homes or to the nearest train station or airport if applicable, will be covered by the Borrower. In such rural areas there are often no other means of transport, especially early in the morning or late at night or during weekends.

Courier trips will be carried out using public transport wherever possible. This is part of our commitment to reduce the environmental impact of our activities as a conservation charity.

9. Customs

Customs formalities will be cleared by the appointed agent before despatch.

It is National Trust policy not to allow some sensitive items to be x-rayed at customs and no loan should be unpacked for examination at any point on the journey. However, if for any reason this becomes necessary, ONLY the National Trust courier or the appointed person acting on their behalf, will be permitted to open the crate to examine the loan. The same procedure will apply on the return journey.

To ensure the safe movement of loans through customs barriers at ports of entry or exit, the Borrower shall arrange for its appointed agent to meet and escort the shipment and courier on arrival and departure and during any transfer.

It is the responsibility of the Borrower to ensure that these conditions are met by appointing a suitable qualified agent to oversee customs procedures on the National Trust's behalf.

10. Display and Preparation for Display

The proposed display method for any loan objects must be specified as soon as it is known, including any non-standard materials, such as fabrics in display cases, or Perspex for glazing. The National Trust will confirm that the proposed method of display is acceptable or, if potential complications arise, will work with the Borrower to find an acceptable alternative.

Most of the National Trust's frames are either original to the paintings or have other historic importance. It is preferable for existing fixings on the backs of National Trust frames to be used, rather than new fixings being attached to the frames of loaned objects. Where necessary, new fixings may be considered, but only if the frame is sound enough to accommodate them without the risk of damage. If there are existing holes these must be used as far as possible for this purpose. Large paintings must be supported whilst on exhibition from the bottom, with 'L'-shaped shelf brackets to support weight. Details of current fixings and display methods will be agreed with the Registrar.

Please note that most of the National Trust's paintings are unglazed. Glazing for the purposes of exhibition loan is only considered in exceptional circumstances, where the frame is deep and strong enough to take the glazing safely. Glazing will not be permitted where excessive build-up at the back of the frame is required, or where the frame is not structurally sound enough to take significant additional weight. All paintings glazed as part of the loan will need to be unglazed at the expense of the borrower after the exhibition and returned to the National Trust property in its original state. An unglazed painting may require a barrier to be placed in front of it at least one meter away, in accordance with the security conditions under the Government Indemnity Scheme. This last point is also relevant to 3D objects

Any special protective measures required by the National Trust, such as locked showcases, security fittings or barrier rails, must be provided and paid for by the Borrower.

All details of proposed display cases and mounts must be approved in advance by the Registrar. Portable items of any kind (including small sculpture), where this is recommended, should be shown within display cases, rather than on open plinths or shelves.

Power tools and electrical devices used for installation and de-installation (such as drills etc.) should be used with great care near any loan item, and only under supervision, and should not be used where there is a risk of damage to the loan item.

11. Environment

A UKRG Standard Facilities Report and Display Case Supplement or similar should be sent to the Registrar together with environmental readings. These will be assessed and if necessary recommendations sent to the borrower.

Each of the properties belonging to the National Trust has a stable but individual environment which is not necessarily the same as the "ideal" museum environment. The National Trust aims to maintain RH in a band 40-65% with a control set point between 50 and 65%. For each loan, the environmental conditions to which the object has become accustomed will be assessed. The National Trust reserves the right to define specific conditions for each object. This may include specification for individual, climate-controlled display cases. The Borrower shall undertake to meet these conditions and supply proof, if required, that they can be achieved, before the loan is agreed or progressed.

The Borrower should monitor and control the environment of the galleries or showcases to provide a stable climate, avoiding harmful fluctuations in temperature and relative humidity. Objects should not be placed near any sources of heat, or near hot, cold or strong air-currents (e.g. radiators, light fixtures, fireplaces, humidifiers, dehumidifiers, air-conditioning outlets). To avoid excessive fluctuations, all humidity and heating controls should operate 24 hours a day.

All loans, unless otherwise specifically agreed with the Registrar, must be allowed to acclimatise for a minimum of 24 hours before they are unpacked in the exhibition space. In some instances a longer acclimatisation period will be required. This will be agreed in advance with the Registrar, who will consult the National Trust's Environmental Adviser.

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. Relative humidity, temperature and light levels should be monitored throughout the loan period in the space within which the indemnified object is contained.

Unless otherwise specified, the preferred conditions are an RH of between 40% and 65%, and daily fluctuations should not exceed 10% RH. The temperature should be maintained within the band 16-24°C with a maximum cycle of 4°C within 24 hours. We require humidity and temperature readings prior to the loan and may request them throughout the duration of the loan.

Daylight and fluorescent light sources should be filtered with an ultraviolet absorber. Tungsten/halogen lamps should be fitted with glass filters to absorb the very short wavelength UV. If any spotlights are to be used within display cases, the Borrower must confirm what types are to be used with the Registrar well in advance of unpacking and installation.

Illuminance, as measured at the surface of the loan object, should be less than 200 lux for objects designated as moderately light sensitive and less than 50 lux for objects designated highly light sensitive. In the case of objects or materials that are particularly light sensitive other light control measures may be required.

Direct sunlight should always be excluded and where daylight illumination is used, all glazing should have UV filtration. For all light sources UV must be below 75µW/lumen.

Borrowers must be able to provide silica gel, Art Sorb and/or similar products if necessary, to ensure that an acceptable environment is created and maintained within any display case containing loaned objects.

Care should be taken to avoid the use of harmful materials or adhesives in the construction of display mounts and cases. Display cases should exclude dust.

Smoking must not be permitted in the exhibition area.

Food and drink must not be permitted in the exhibition area, unless prior approval is sought from the National Trust for some special event.

12. Security

The UKRG Facilities Report Security Supplement should be sent to the Registrar for inspection. This will be reviewed by NT ORBP (Operational Risk Business partners) Security who will review standards and request additional information or security improvements as necessary.

If the venue is one that the National Trust has not lent to before or has not been approved by the UK Museum Security Advisor, a visit to approve the venue by our appropriate Operational Risk Business Partner ("ORBP") may be necessary. This visit will need to be early enough in the loan process for any recommendations to be put in place in plenty of time for the proposed loan to be approved. The Registrar will let the borrower know if this visit is necessary as soon as the Security Supplement has been checked by our ORBP.

Any recommendations made by our ORBP or by the National Security Advisor at Arts Council England, shall be put in place before the loan can proceed.

13. Valuation of loan items

The value of each object for insurance purposes will be determined by the National Trust, and the Borrower shall meet the cost of an external valuation, should this be required. National Trust curators are familiar with fine art market prices or have access to specialists free of charge. However, if the National Trust does not have in-house expertise, it will be necessary to approach a professional external valuer to obtain this information. The cost of this external valuation will be borne by the Borrower.

14. Insurance

The Borrower is responsible for arranging insurance cover and must meet the full cost of insurance for the National Trust's loans. All loans must be insured for All Risks, Nail to Nail and for the Agreed Value, i.e. from the time that the objects leave their normal location at the National Trust's property until the time that they are returned to that property, which may be preceded by a period in transit, in a Fine Art handler's warehouse, or at a Conservator's studio. The value of each object for insurance purposes will be determined by the National Trust.

Insurance coverage details must first be agreed with the Registrar well in advance and the insurance certificate be received six weeks in advance of the shipment date along with disclosure of any exclusions or warranties the insurance is subject to. The insurance certificate must provide enough details to allow identifying each individual loan object and include individual valuations in pounds sterling. It must name the National Trust as and additional insured party. The National Trust, however, reserves the right to require that insurance will be affected through the National Trust's brokers.

Cover arranged under the UK Government Indemnity Scheme is acceptable. Indemnities offered by overseas governments will usually be considered for acceptance.

Please note that in the UK, if a collection item has been accepted In Lieu of Tax by HM Treasury, and subsequently transferred to the National Trust, the UK Government Indemnity Scheme will only cover it for its value at the date of the tax settlement, and for reparable damage only, up to the limit of that figure. In such instances, the National Trust will notify the borrower and will confirm the date of acceptance and the value at that date (so far as is

known). The Borrower will then notify this fact to the managers of the Government Indemnity Scheme who will issue a certificate accordingly.

15. Photography and reproduction

Digital images should be obtained from National Trust Images (NTI) at the borrower's expense.

If National Trust Images do not hold relevant images, new photography must be arranged through National Trust Images.

All material and digital assets and full copyright should be ceded to the National Trust. No copies of such are to be retained by the institution to which the item was loaned.

Please contact: images@nationaltrust.org.uk
NTI content may also be accessed through www.nationaltrustimages.org.uk

Permissions that are required from any third party that own the copyright in the work in question is to be sought by the client and such permission supersedes any rights granted by National Trust Images

16. Catalogues

An agreed number of copies of the catalogue or any other publication produced in association with the exhibition should be sent to the Registrar. There should normally be one copy for each lending property, one copy for each lending regional curator's library, and one copy for the specialist curator's library (thus, in the case of a loan from one property, three copies should be provided), but in the case of two loans from two properties in the same Region, only four copies would be required. When there is a hardback and a softback edition of the publication, it is hardback copies that should be provided, and when there is a second or translated edition of the catalogue, additional copies of that must be supplied.

17. Exhibition Statistics and Visitor Numbers

Please send any relevant statistics and visitor numbers to the Registrar at the end of the exhibition. This information will be used in our annual report.