

Agreement Between

[1]

**The Museum of Witchcraft  
and Magic ( Lender )**

and

[2]

**XXXXXXXXXXXXXXXXXXXX**

XXXXXXXXXXXX

XXXXXXXXXXXX

XXXXXXXXXXXX

XXXXXXXXXXXX

Regarding an Exhibition:

**Entitled XXXXXXXXXXXXXXXXXXXXXXX**

Presented at:

**Venue XXXXXXXXXXXXXXXXXXXXXXX**

Between:

**XX XX XX - XX XX XX**

Relevant UKRG Documentation can be found here:-

<http://www.ukregistrarsgroup.org/wp-content/uploads/2013/06/UKRG-Courier-Guidelines.pdf>

<https://www.ukregistrarsgroup.org/wp-content/uploads/2013/06/UKRG-Facilities-report.pdf>

<https://www.ukregistrarsgroup.org/wp-content/uploads/2020/06/UKRG-Virtual-Courier-Guidance.pdf>

**Particular attention must be given to the relevant UKRG documentation available above.**

In addition, Compliance with National and International Standards and Guidelines, Borrowers are deemed to administer loan-ins in full accordance with the following:

- Statement of Principles issued by National Museums Directors Conference
- Combating Illicit Trade: Due Diligence for museums, libraries, and archives on collecting and borrowing cultural material, DCMS, October 2005
- The UNESCO 1970 Convention on the Means of prohibiting and Preventing the illicit Import, Export, and transfer of Cultural Property
- The ICOM Code of Ethics
- The Museums Association Code of Ethics
- The Museums Association report “Recommendations on Empowering Collections”
- SPECTRUM: UK Documentation Standard for museums
- Convention on International Trade in Endangered Species of Wild Flora and Fauna
- ICOM red list
- Control of Asbestos Regulations 2006
- Other relevant Health and Safety Regulations as applicable

## CONDITIONS OF LOAN

These conditions of loan relate to all accessioned objects which are borrowed from The Museum of Witchcraft and Magic. [MWM]

In exceptional circumstances, particularly with regard to loans made for research purposes, the curator may waive some loan conditions. These may be discussed at the beginning of loan negotiations and will always be agreed in writing in the loan agreement prior to the commencement of the loan.

MWM supports an active loans policy to provide increased access to its collections.

This policy aims to achieve a balance between wider access to its collections,

- the care and security of the objects
- the need to maintain existing displays within the collection
- their preservation for future generations
- the education of the public
- promoting an understanding of the unique material

and whereas it is MWM Policy not to loan items that are biological or organic in origin if they:

- are composed of bone or human remains
- are of particular importance to the collection
  - due to their singular context or significance
  - or the terms of their accession to the MWM Collection
- or any other reason considered to be of sensitivity

Many requests are received to borrow objects. MWM endeavours to deal with all requests fairly and ensure a balance between loans to national and regional institutions.

However, in some years an excess of loan requests is received and it is regretted that some must be refused because of existing commitments to lend and MWM's own in-house programme of exhibitions and displays. Loan requests are therefore subject to a formal approval procedure.

## **A. GENERAL**

### **1)**

A formal application for each loan must be made in writing at least nine months in advance for UK & overseas loans. Requests totalling more than six objects require at least 1 years notice and may be subject to extra fees. The loan application must come from the borrowing institution which will be responsible for the care and security of the loan and not from a private individual. The following information should be included:

- Title of exhibition (if applicable)
- Borrower's venue and dates of exhibition
- Borrower's name, address and contact details
- List of objects requested, where possible quoting museum numbers
- Reason for inclusion of chosen objects

2)

An up-to-date facilities report (preferably the UK Registrars' Group Standard Facility Report) and environmental charts showing temperature – and relative humidity for the exhibition space (made at a similar time of year to the proposed exhibition) should be included with the request.

3)

On receipt of a loan application the object/s will be examined by the relevant Conservator at MWM. It is regretted that a loan may have to be refused for conservation reasons if it is too fragile to travel.

4)

If a loan is approved, a formal Loan Agreement will be drawn up and signed by MWM, as the Lender, and by the Borrower. This Loan Agreement may stipulate additional requirements for the care of the object in addition to those contained within these conditions of loan. **OBJECT LIST PARTICULARS IN SCHEDULE (1) OF THIS AGREEMENT**

5)

Under no circumstances may the Borrower transfer the loan to any other person or organisation unless instructed in writing by MWM. Neither may loans be displayed or stored at any other premises than as stated on the Loan Agreement.

6)

MWM reserves the right to inspect security and environmental conditions at the Borrower's premises at any time before or during the loan period. In the case of long-term loans, periodic inspections may be made at the borrower's expense.

7)

MWM reserve the right to recall or cancel the loan at any time but will not normally do so unless the Borrower has failed to comply with the conditions of loan.

## **B. COSTS**

1)

Borrowers are required to pay for direct loan costs, as opposed to fees. This includes but is not limited to insurance, condition reports, conservation if required, travelling crates and transport, framing, glazing, mounting and other materials used in preparing the object for loan. A guide for loans charges can be seen below.

In some instances, a flat fee is negotiated and charged to cover all costs.

In general, the Borrower must also pay for the travelling expenses, accommodation and subsistence of couriers from MWM on the occasions that they are required.

**2)**

Borrowers are charged a proportion of the administration costs of the loan and all of the curatorial costs of loan preparation. An estimate of charges will be provided to the borrower if the loan is approved in principle.

**3) Indicative loan costs:**

All sums are plus VAT

- Conservator and Curator time £60 per hour \*
- Condition reports £60 per each \*\*
- Admin fee for foreign loans £450.00
- Admin fee for domestic loans of 6 objects or more:£400.00 (Includes valuation )
- \* including preparation for transport by MWM Curators
- \*\* a condition report shall be prepared for each object

**Scope of charges**

- Where Borrower receives public or foundation funding, Borrower will meet all costs in connection with the loan.
- The MWM will invoice the Organizing institution of a touring exhibition. Where this is not made clear, the first venue of a tour will be invoiced and it is their responsibility to recover costs directly from other institutions.
- The Borrower must advise the The MWM Registrars if another party should be invoiced for these costs. Costs that can be charged by the MWM can include (without limitation):
- Record photographs; including new photography where required, for loan documentation
- Mounting and framing of works on paper; preparation of display supports
- Conservation and Registration time
- Preparation materials, such as laminated glass and mounts
- Preparation of condition reports, glazing and backing of paintings, materials and time
- Valuation by external valuers as necessary
- Transparency hire or reproduction fees
- UK VAT will be added to the total invoiced amount in the MWM invoice as appropriate.
- The MWM will invoice for costs so far incurred for the preparation of loans for requests which are cancelled at a late stage
- MWM invoices are payable within 30 days and interest will be charged on arrears

**Other costs for which the Borrower will be responsible are:**

- Insurance or GIS\* related costs [\* *Government Indemnity Insurance*] providing 'nail to nail'

*cover*

- Packing and transport, including construction or hire of crates, and packing and unpacking where required by specialist art transport companies
- Export license fees as appropriate and any customs and forwarding fees
- Courier travel costs and subsistence
- Travel and subsistence expenses of MWM staff making periodical inspections of long-term loans

**4)**

If the Borrower requests an object which requires conservation work, and MWM is unable to provide the time required for its own conservators to undertake this, then MWM may consider appointing a freelance Accredited Conservator to undertake the work at the Borrower's expense. MWM will appoint the Accredited Conservator and supervise the work. MWM's decision on the choice of Accredited Conservator and extent of the work to be undertaken is final. All associated transport, packing and courier costs must be paid by the Borrower.

**5)**

If a loan is cancelled by the Borrower or the Borrower fails to comply with the conditions of loan then the Borrower will be liable for any costs already incurred in the preparation of the loan.

### **C. ENVIRONMENTAL AND CONSERVATION REQUIREMENTS**

**1)**

The Borrower is required to provide constant protection and monitoring of the loan from the hazards of fire and flood, exposure to excessive light levels and harmful substances, extremes of temperature and relative humidity, insect attack and pollution.

**2)**

In general, daylight and fluorescent lighting must be filtered with a suitable UV absorbing material so the UV radiation is below 75 microwatts per lumen. At no point should the loan object be exposed to direct sunlight.

The following range of lux levels apply. However, specific light levels will be supplied for each object in the Loan Agreement.

#### ***Generally:***

#### ***Highly Sensitive 50 - 75 lux***

*Works of art on paper*

*Photographs*

*Textiles*

*Lacquer*

*Most ethnographic objects*

***Sensitive 50 - 200 lux***

*Furniture*

*Paintings*

*Plastics*

Lights, excepting the minimum required for security purposes, should be switched off when the exhibition is closed to the public.

**3)**

A stable climate will be required for all loans. Specific requirements will be listed in the Loan Agreement but usually relative humidity levels between 45% and 60% RH should not vary by more than 10% in any 24 hour period or by more than 15% during the course of the loan. Temperature should be a minimum of 15 degrees Celsius and a maximum of 25 degrees Celsius. Temperature should not vary by more than 3 degrees Celsius in any 24 hour period. If any unusual circumstances occur the Borrower must notify the relevant Curator, Conservator or the Registrar at MWM.

**4)**

In areas of heavy atmospheric pollution, active measures must be taken to exclude or reduce levels of chemical and particulate pollution. A high standard of dust filtration is required when mechanical ventilation is employed.

**5)**

Temperature and humidity controls, if present, should operate and be monitored 24 hours per day throughout the period of loan.

**6)**

Loans must never be placed in close proximity to sources of heat or to cold or strong air-currents. For example, they must not be placed near radiators or where there is heat from lighting units.

**7)**

Loans must only be handled by fully trained staff experienced in the care, movement and display of Museum objects. Gloves should be worn where appropriate.

**8)**

Installation may not take place while areas of the exhibition are under construction. Seventy-two hours must be allowed to pass before installation after any painting, varnishing or gluing

of the exhibition area (e.g. walls, case exteriors) has taken place to ensure that hazardous fumes do not affect objects. If an object is to be displayed in a case, the interior of the case must not be painted or varnished unless a minimum of three weeks has elapsed before the object is installed. **Oil based paints should not be used.**

**9)**

Smoking must not be permitted in any circumstances. Food and Drink must not be allowed in the area containing loaned material unless, in exceptional circumstances, it has been agreed in writing with MWM.

**10)**

Unglazed paintings, fragile or sensitive material not installed in a display case must be protected behind suitable barriers during the exhibition period. Details of the method of display must be agreed in writing with MWM well in advance of the loan.

**11)**

At no time must the loan be removed from display, unframed, conserved, dismantled, dusted, cleaned or otherwise interfered with in any way except with prior written permission from the relevant Curator or Conservator or the Registrar at MWM Where permission has been given cleaning must be undertaken only by curatorial or conservation staff using appropriate materials.

**12)**

No intrusive or destructive analysis may be carried out on loans without prior written permission from the relevant Curator responsible for the object at MWM.

**13)**

The Borrower must report any evident change in the condition of the loan immediately to the relevant Curator or Conservator or the Registrar at MWM.

#### **D. SECURITY**

**1)**

The Borrower must provide a description of their intruder-detection alarm systems and fire-detection alarm systems. The alarm systems should be connected by a monitored signalling device to an alarm receiving centre or the emergency services or be monitored at all times by the Borrower's security personnel. The systems must be maintained in good working condition.

**2)**

The gallery in which the object will be displayed must be patrolled at regular intervals during opening hours. Constant invigilation may be required for especially vulnerable objects.

**3)**

Wall mounted objects should be fixed securely to the wall using a standard method agreed in advance between MWM and the Borrower. Small paintings should be attached with four mirror plates and security screws. Any additional protective measures stipulated by MWM must be provided by the Borrower.



**4)**

If the objects are installed in a display case, the case must not be opened or the object(s) moved after installation has taken place, except with the express permission of the Curator or Registrar at MWM or in an emergency.

**5)**

The Borrower must inform the relevant Curator or the MWM immediately of any breach of security. When objects are not on public display, details of their secure storage must be provided in writing prior to the commencement of the loan.

**E. INSURANCE****1)**

The Borrower must insure or provide an appropriate Government Indemnity for the object/s which is acceptable to MWM.

**2)**

The insurance or indemnity must provide 'all risks' and 'nail to nail' cover. A single policy should be taken out to cover all journeys and all exhibition venues of a touring exhibition. The Borrower must submit evidence of the dates of cover and details of the insurance company/indemnity six weeks before the commencement of the loan. **PARTICULARS IN SCHEDULE (3) OF THIS AGREEMENT**

**3)**

A valuation for insurance or indemnity will be provided by MWM. If the valuation is provided considerably in advance of the exhibition date, and market values change, MWM reserve the right to increase the insurance value. **PARTICULARS IN SCHEDULE (3) OF THIS AGREEMENT**

**4)**

For long-term loans, MWM reserve the right to increase the value at any time.

**F. TRANSPORT AND PACKING****1)**

All transport arrangements must be approved at least six weeks in advance by the Registrar at MWM. This should usually be a specialised transport agent. MWM reserves the right to veto the Borrower's choice of transport agent and to specify the transport agent and conditions for the transport of the loan each and every journey.

**2)**

Crates for objects must be prior approved by MWM Conservation staff.

All crates for touring exhibitions must have captive bolts.

- Those destined for a venue abroad must also be painted/proofed or branded.
- If loaned, paintings must travel in an individual 'Art market specification' crate, or equivalent, approved by the MWM.

- Excepting that soft-wrapping may be acceptable for works on paper in standard frames lent within Great Britain and packing will be specified by the MWM.

**3)**

All packing will be prior approved by the MWM to meet museum specifications, at the Borrower's expense. All crate construction and packing and unpacking must be completed by specialist transport agents, approved by the MWM.

The transport agent must pack the object on-site at MWM under the supervision of the relevant Curator or Conservator.

Cases must be transported in an air-conditioned vehicle, otherwise they must be delivered 24 hours in advance in order to acclimatise.

**4)**

Loans travelling by road must be carried in a suitably equipped and secure vehicle which is sufficiently large to carry the case in its correct orientation, i.e. all paintings should be carried upright. For all except very short journeys vehicles should be climate-controlled and fitted with air-ride suspension. For particularly fragile objects, air-ride suspension will be needed for all journeys. The loaded vehicle must never be left unattended and there should be two driver/handlers. A mobile telephone or radio communication should be available at all times. Vehicles shall be alarmed.

Vehicles must provide appropriate protection against vibration and shock and extremes in relative humidity and temperature.

All vehicles used should be fitted with climate control, capable of maintaining between 18 to 22° degrees Celsius. This control equipment is a definite requirement for the following:

- a) sensitive organic materials
- b) items with a history of mould activity
- c) paintings on canvas or panel
- d) items notified to the Borrower as particularly sensitive
- e) on occasions where prevailing temperatures exceed/are expected to exceed 26° Celsius, or fall below 15° Celsius
- f) where the anticipated time in transit exceeds 8 hours

**5)**

Door-to-door transit is required. Overnight stops should be avoided but if they are essential the vehicle should be housed in a secure area, e.g. with a security company, the police or another museum, which has been agreed at least two weeks in advance with MWM.

**6)**

For all international loans, an appointed courier at contracted at Borrower's expense will accompany the loan. The courier is the official representative of the MWM and has the authority to withdraw items from display where the stipulated requirements have not been met, whether for reasons of security or conservation. All courier arrangements must be approved by the MWM. For international loans where practicable, loans should be hand-carried with extra plane seats booked to allow for this, unless the size or number of the loan dictates otherwise. The number of nights accommodation for the courier will be determined by the need for acclimatization, number of loans, length of journey or complication of installation. As a guide, the normal requirement will be a minimum of two nights' accommodation and three days expenses for European venues. The courier per diem must include the days of travel. Arrangements should be made to ensure the courier receives per diem on arrival. All transport, accommodation and living expenses must be provided. Business class transport is required for couriers when accompanying the loan on all flights and on both legs of long-haul flights. Tickets must be fully flexible unless otherwise agreed. For loans to European Union, travel by road (Eurostar or Ferry) may be specified.

**TRANSPORT PARTICULARS IN SCHEDULE (2) OF THIS AGREEMENT**

**7)**

Customs procedures are the responsibility of the Borrower.

Customs formalities for the return to Boscastle of international loans are the responsibility of the Borrower or their agent. Where practical MWM loans must not be unpacked for customs inspection en route.

**8)**

A timetable of installation should be agreed with the appropriate curator in advance of the loan. Normally, on arrival at the exhibition space the crate/soft wrapping should remain unpacked for 24 hours in order to acclimatize.

**9)**

A condition report prepared by a MWM Conservator will be packed with the object and should remain in the crate throughout the loan period. An appropriate member of staff at each venue should complete the form after a visual examination of the work on unpacking and packing. The report must be packed with the work on its return to Boscastle.

**10)**

All packing materials should be stored in the empty crate until repacking after the end of the exhibition. The object must be packed in exactly the same way as it was on arrival.

**11)**

The Borrower should store the case in a suitable environment during the exhibition. It must be taken into the exhibition gallery to acclimatise for 24 hours before packing.

**12)**

A courier who is the official representative of MWM will sometimes be required to accompany the loan. The duty of the courier is to supervise all stages of transport, movement

and handling of the loan in accordance with the conditions of loan.

### **G. PHOTOGRAPHY, REPRODUCTION AND FILMING**

**1)**

Loans may be reproduced free-of-charge in the exhibition catalogue, press and TV publicity for the exhibition, exhibition web-site and educational use. All such use should be in support of the exhibition and not for commercial use (i.e. not in merchandise which is for sale).

**2)**

Images can be requested from the relevant Curator at MWM and can take up to eight weeks to supply. Current charges can be provided upon request.

**3)**

A copy of the catalogue and/or any related publication (whether or not the loan is illustrated) must be sent to the relevant Curator at MWM.

**4)**

Loans may be photographed or filmed on the Borrower's premises for press and TV publicity for the exhibition, exhibition web-site, educational use and record purposes on the following conditions:

- The object/s must not be moved or touched.
- A responsible and experienced member of staff, preferably a curator or conservator, must supervise closely at all times.¶
- Some photographic lamps generate considerable heat, including from the back of the unit. The supervisor must ensure they are switched off at all times except when they are being aimed or photography is in progress.
- The supervisor must be extra vigilant with film crews and ensure lamps are on for a minimum period.¶
- Photographic lamps and other equipment must be placed so that, if they were to fall, they would not come in contact with the object/s. The minimum distance permitted is 2 metres.

**5)**

The general public is permitted to photograph the object/s for their own use, and not for publication, with a hand-held camera and **NO electronic flash**. The Borrower should ensure that they do not cross barriers or otherwise endanger the object.

**6)**

Photographs may not be reproduced for commercial use, e.g. as postcards, greetings cards, posters etc. without permission from the relevant Curator at MWM. A fee may be payable.

### **H. CREDIT LINE**

**1)**

MWM must be credited on the wall label and in the catalogue and related publications as The Museum of Witchcraft and Magic

2)

The Borrower should endeavour to ensure that press publicity also credits MWM if the loaned object is featured.

#### **I. EMERGENCIES**

1)

The Borrower is expected to have a 'Disaster Plan' in operation and staff who are trained to implement it.

2)

If a loan is damaged or stolen the Borrower must inform MWM by email immediately. The Borrower must speak to the relevant Curator, Registrar or, in their absence, a member of MWM and send a written report within 48 hours.

3)

The Borrower must inform MWM immediately of any breach of security, evident change in the condition of the loan, and of any unusual circumstances in the environmental control.

#### **K. CONFIDENTIALITY**

1)

Subject to the Freedom of Information Act, the Borrower and the MWM agree to treat with confidentiality all agreements made with each other or made with any third party relating to the Contract.

2)

Confidential information shall only be divulged to employees who are directly involved in the Contract. Both the Borrower and MWM will ensure that such employees are aware of and **comply with these obligations of confidentiality.**

3)

The provisions of this clause shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

#### **H. GOVERNING LAW**

1)

The Borrower and MWM agree to attempt in good faith to resolve any dispute or claim arising out of or relating to this Contract promptly through negotiations between their representatives.

2)

This Contract shall be governed by and interpreted in accordance with the law of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

<b><u>I. SPECIAL CONDITIONS</u></b>	
Made today between the parties	
The Museum of Witchcraft Ltd	For The Borrower
Museum of Witchcraft and Magic	
Date	Date
_____	_____
Simon Costin, Director	
_____	_____
Fergus Moffat, Registrar	

**SCHEDULE (1) Objects**

284	THREE WITCHES STATUETTE [ FRAGILE CERAMIC ]	9000	323	101	130
1352	PHOTOGRAPH OF MAN WITH POPPETS	500	274	340	34
1488	PLOUGHSHARE	1500	75	215	195
2007	CLAY POPPET – CECIL WILLIAMSON [ FRAGILE CLAY ]	2500	120	45	30
2398	BRASS AMULET	1000	63	53	11
3016	AFRICAN MAGICAL KNIFE	1500	107	27	10
3290	LITTLE METAL CAULDRON	500	80	123	110
3599	ISIS PENDANT – JULIA PEARCE	900	50	35	1.5
3630	OWL MASK – JULIA PEARCE	1750	170	340	20
3694	ETHIOPIAN SCROLL AMULET	2000	73	33	17
3763	ARADIA – STATUETTE	250	230	85	55
3814	NDEBELE DOLL	250	130	120	54
4067	COPPER PAINTED WAND	2250	625	40	35
4098	POPPET OF VICAR [ FRAGILE – MUST NOT BE TIPPED ]	3750	195	268	92
4113	METAL CHALICE WITH PENTACLE	1000	125	88	na
4121	WITCHES MILL POSTCARDS	900	89/100	140/152	na
4128	AFRICAN AMULET	1750	104	25	12
4145	BRIDES GIRDLE	1750	160	800	
4149	WAND	1750	520	95	25

# EXAMPLE <sup>35800</sup> Schedule 1



THE HARBOUR, BOSCASTLE, CORNWALL, PL35 OHD



**SCHEDULE (2) Transportation**

**[1] UK Handlers**

**C'ART Art Transport Ltd**

Unit 7 Brunel Court

Enterprise Drive (off station Road)

Four Ashes

Wolverhampton

WV10 7DF

Tel: +44(0)1902 791797

Fax: +44(0)1902 790687

**email: [info@cart.uk.com](mailto:info@cart.uk.com)**

**SCHEDULE (2) Transportation**

**[1] UK Handlers**

**C'ART Art Transport Ltd**

Unit 7 Brunel Court

Enterprise Drive (off station Road) Four Ashes  
Wolverhampton  
WV10 7DF

Tel: +44(0)1902 791797 Fax: +44(0)1902 790687

**email: [info@cart.uk.com](mailto:info@cart.uk.com)**

**SCHEDULE (3) Insurance Details**

This agreement is null and void without an insurance policy attached to it which has been expressly approved in writing by the MWM

The Policy must cover the Borrower all risks Boscastle –XXXXXXX – Boscastle and be for:

- the entire period of the exhibition plus the return journey to Boscastle
- all transport, all journeys
- all risks whether they be caused by customs, carriage, handling, or otherwise in connection with mounting the exhibition

1)

The Borrower must insure or provide an appropriate Government Indemnity for the object/s which is acceptable to MWM.

2)

The insurance or indemnity must provide 'all risks' and 'nail to nail' cover. A single policy should be taken out to cover all journeys and all exhibition venues of a touring exhibition. The Borrower must submit evidence of the dates of cover and details of the insurance company/indemnity six weeks before the commencement of the loan.

3)

A valuation for insurance or indemnity will be provided by MWM. If the valuation is provided considerably in advance of the exhibition date, and market values change, MWM reserve the right to increase the insurance value.