

# Tate Loans Procedure

It may be helpful to discuss the possibility of borrowing from the collection with a Tate curator. However, loans are not agreed in this way. Initial formal requests for the loan of specific works should be made in writing to the Director, Partnerships and Programmes:

**Caroline Collier**  
**Director, Partnerships and Programmes**  
**Millbank**  
**London SW1P 4RG**  
**United Kingdom**

Requests should be made as early as possible, but with a minimum of nine months' notice for UK and international loans.

Requests are acknowledged by our Registrars department within three weeks of receipt. All requests are considered at monthly meetings, and decisions are made on behalf of the Trustees of the Tate Gallery, who note all decisions. In exceptional cases recommendations are made to the Trustees for their approval. The Trustees meet six times a year (January, March, May, July, September and November).

The Registrars department looks after the administration of loans and loan requests. They aim to confirm decisions and to set out the implications of borrowing specific works in writing as soon as possible after each monthly meeting. Most decisions will be communicated within six weeks of the meeting at which the request was considered. They need some time after each meeting to check all details and so may need longer to consider complex loans.

## Notice

The minimum notice period is nine months for UK and international loans. Formal requests to borrow specific works from the Tate collection should be submitted as early as possible. This is to allow sufficient time for the request to be fully considered, any necessary conservation treatment and preparation to be carried out, security and environmental checks at the loan venue made, as well as accommodating other loan commitments.

## Costs

Borrowers within the UK do not normally pay an administration fee or contribute toward the cost of preparing works for loan. However, they must pay for the following:

- insurance
- frames
- glazing
- bases and covers for sculpture where required
- packing cases
- all transport costs, including the expenses of couriers from Tate
- photographs and colour transparencies supplied by Tate Publishing.

Where installation by Tate is a condition of loan and Tate staff are required to work beyond their normal working hours at the loan venue, borrowers will also be charged.

Borrowers from outside the UK must meet all of the above costs, and also pay for any additional materials required for preparing works for loan. A contribution to the administration of the loan is also payable for loans outside the United Kingdom, and is calculated at £250 per work, per venue.

In the case of particularly complex loans, or where more than 10 works from the Tate collection are required, Tate may need to charge a special fee to the borrower, whether inside or outside the UK.

Tate will always endeavour to inform borrowers of any additional costs as early as possible.

## Security

Tate requires all borrowers to provide details of the facilities and security of their venues by completing the UK Registrars Group Standard Facilities Report and the UK Registrars Group Security Supplement.

Tate then submits details of all loans to the National Security Adviser at the Museums, Libraries and Archive Council. The loan will only proceed if the Adviser is able to approve the security and fire prevention arrangements at the loan venue. If the existing arrangements are not sufficient, recommendations to improve them will normally be made.

24-hour invigilation is normally required, although intruder-detector alarm systems for use during closed hours may be considered acceptable under certain circumstances.

Confidentiality about security arrangements is maintained by both the Adviser and Tate.

## Insurance and government indemnity

All works lent by Tate must be fully covered either by a government indemnity where applicable, or by commercial insurance. In the case of commercial insurance, works must be insured 'nail-to-nail' and in the case of a touring exhibition, a single policy must usually cover all journeys and exhibition venues.

Proof of cover including copies of relevant insurance certificates or indemnities must be deposited with Tate at least two weeks before the works are to be collected. Works from the Tate collection cannot be released without proof of adequate insurance cover or indemnity.

### Government indemnity: UK loans

In line with the guidelines of the UK Government Indemnity Scheme (GIS) it is not considered appropriate to issue section 16 indemnities in respect of property lent by bodies such as Tate. This is because of the rule whereby such bodies bear their own risk for public property. Tate therefore bears the majority of the risk, while the non-national institution will carry the minimum liability.

The minimum liability requirements are as follows.

#### Loss

The borrowing non-national must meet the cost of any loss up to:

a limit of £300 where an object is valued at less than £4,000, or

£300 plus 1% of the object's total value where that value is £4,000 and above

#### Damage

The borrowing non-national must meet the cost of any damage up to:

a limit of £300 where the cost of the damage (excluding depreciation) is less than £4,000, or

£300 plus 1% of the value of the damage (excluding depreciation) where the value of the damage is £4,000 and above

OR

In the case of a non-national which is a Designated Museum under the MLA's designation scheme and which has opted for a minimum liability arrangement of £5,000 within its financial year, such a borrowing non-national must meet the cost of loss or damage up to a limit not exceeding £5,000. The borrowing non-national must inform Tate if they have opted for this arrangement.

### Government indemnity: international loans

In line with the guidelines of the GIS, host government or state indemnities offered by international borrowers will normally be accepted by Tate, provided that details of the indemnity are lodged with Tate for approval well in advance of the release of the works.

### Commercial insurance: UK loans

Tate will accept cover provided by commercial insurance companies in the form of a copy of their certificate, or a letter addressed directly to Tate from their brokers, or, in the case of local authorities, letters of confirmation from the City Treasurer. In both instances, cover must be 'nail-to-nail', and both Tate and the insured works with their agreed valuations must be named.

## Commercial insurance: international loans

Where an indemnity is not available, commercial cover will be taken out by Tate, at the borrower's expense, with a London-based broker nominated by Tate. The Trustees do not accept international commercial insurance cover.

## Valuations

Valuations for loaned works will be supplied by Tate prior to loan. Tate reserves the right to increase the value of any work at any time, to take into account changes in the market value of works of art.

## Cancellation of loan

Tate recognises that a loan may be cancelled or works withdrawn for valid reasons, but reserves the right to charge the borrower for any conservation or other costs which may have been incurred. Cancellations must be made in writing to the Loans Registrar.

## Reproduction and photography

Permission for the reproduction of images from the collection can be obtained. A fee is normally charged for this service and the credit line designated by Tate must be used.

All queries relating to the supply of photographs and all reproduction rights should be made directly to the Tate Images Manager: email [tate.images@tate.org.uk](mailto:tate.images@tate.org.uk) or call +44 (0)20 7887 8871 or 4933.

If the borrower is a signatory of the Rome Agreement they may reproduce official Tate photographs of loaned works in exhibition catalogues and publicity related to the exhibition. There may be a small charge for this depending on the circumstances, and other restrictions may also apply. It is the borrower's responsibility to clear all non-Tate copyrights.

Works of art on loan from Tate may not be filmed, photographed, video recorded or televised without the prior permission of Tate. Requests should be made to the Loans Registrar: call +44 (0)20 7887 8564 / 8565 or fax: +44 (0)20 7887 8514.

Where permission is granted, Tate filming and photography regulations must be adhered to and the operation supervised by a member of Tate staff (at the borrower's expense) or agreed appointee.

## Packing

All works of art leaving Tate for loan will be prepared by Tate staff prior to departure.

### **Packing: UK loans**

For most domestic loans, paintings will be fitted with a transit frame or cornered and wrapped, but a packing case may be required for loans to touring exhibitions, or for works particularly vulnerable to changes in environmental conditions (e.g. panels). Any journey requiring overnight travel, sea or air journeys will require a packing case. All cases will be commissioned by Tate and built to Tate specifications, at the borrower's expense.

Sculptures will normally be lent in their existing specialist cases provided by Tate. For sculptures which require cases to be constructed for loan, the borrower will be charged for this expense.

### **Packing: international loans**

A packing case will always be required for international loans, and Tate will arrange for construction of a case to its own specifications, at the borrowing institution's expense. The initial packing and preparation of the work will be carried out by Tate staff.

Packing cases and materials must be stored by the borrowing institution in good conditions to prevent deterioration.

## Collecting loans

At least three weeks' notice must be given of the intended date for collection, to allow sufficient time for the preparation of the work of art and for the approval of the transport arrangements.

## **Transport arrangements**

Transport arrangements, including appointment of agents, and all routing of journeys must be approved by Tate before any work of art will be released for loan. Transportation must be carried out by accredited agents. If new or unknown companies are proposed, they will be investigated before being endorsed. Tate reserves the right to veto any companies which do not comply with its conditions for the transportation of works of art.

## **Couriers**

Tate is committed to the National Museum Directors' Conference guidelines on couriering works.

For loans of works which present particular issues in terms of their condition, handling, transport, and importance, Tate may wish to send a courier. In addition, Tate may wish to send a courier due to specific issues relating to the venue, particularly if it is previously unknown to Tate. The courier is the official representative of Tate 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 travel expenses, as defined by Tate, and associated costs incurred by the courier are the responsibility of the borrowing institution.

## **Customs**

Customs formalities are the responsibility of the borrower via their appointed agent; loaned works must not be unpacked for customs inspection en route. All Tate sites are validated by the Department for Transport as a known consignor for shipments via air out of the UK. In the event of a work being requested to be unpacked by Customs whilst in transit, Tate must be informed immediately.

## **Returning loans**

The borrowing institution should contact Tate at least at least three weeks prior to the close of the loan exhibition to discuss the arrangements for the return of loaned works.

A cased work should be repacked in the custom-made packing case in which it travelled, using the original packing materials and methods unless previously agreed by Tate. Condition reports must be returned with the work. Works which travelled uncased should be repacked by a method similar to that used for the original journey.

The return shipment will be by the same method and carrier as the outward journey, unless Tate specifies otherwise. Any changes must be agreed between Tate and the borrowing institution.

### **Reporting damage or loss of loaned work**

In the event of a work of art being lost or damaged or suspected of having been damaged, the borrower must inform Tate immediately after the incident has occurred or as soon as the loss is noticed.