

TERMS AND CONDITIONS for Loans in

The Borrower is the Trustees of the Imperial War Museum (hereinafter referred to as 'the Museum'). The Owner or Lender is the person named on page one of the Loan in Agreement. The Trustees of the Imperial War Museum greatly appreciate the Owner or Lender's generosity in allowing this loan. The Terms and Conditions protect the Lender, the Item(s) being lent and the Museum.

Duration of Loan

1. The loan will be for the fixed period outlined in the Agreement.

Costs

2. The Museum will bear the cost of borrowing Item(s) for any of its permitted loan purposes where to do so is in the public interest. This may include cost of transport, couriers, photography, exhibition preparation, lenders' fees, independent valuation, and preparation of Item(s) for display or study.

Care

3. The Museum will extend the same general level of care and security to loaned Item(s) as it does to its own Collections. The Museum may agree to additional measures of care and security **at the request of the Owner** or on the advice of specialists.
4. The Owner's written permission will be sought by the Museum before any interventive conservation work is carried out either to an Item(s) or to any accompanying part of it, e.g. a frame or display box. Such conservation work will only be carried out in order to protect the Item(s) or the public. All conservation expenditure will be agreed with the Owner before any work is undertaken or contracted.
5. In cases where the Museum has undertaken conservation, it may seek to recover all or part of such costs should the loan be terminated prematurely at the Owner's request.
6. Except in the case of proven negligence on its part or the part of its staff, the Museum does not accept liability for loss of or damage to or deterioration in the Item(s) lent.
7. The Museum is under no liability for the loss of, or damage to, the Item(s) arising or flowing from the condition (including inherent vice or a pre-existing flaw) of the Item(s) at the time of its loan.
8. The Museum is under no liability for the loss of, or damage to, the Item(s) arising or flowing from war, hostilities or war-like operations, but excluding acts of terrorism, riot, civil commotion, piracy and hijacking.
9. The Museum is under no liability for loss of, or damage to, the Item(s) arising or flowing from the negligence or other wrongful act of the Owner, his servants or agents or for claims by third parties claiming entitlement to the Item(s)
10. If any Item is damaged or there is a loss e.g. theft, the Museum will immediately inform the Owner.
11. The Museum reserves the right to remove Item(s) to a place of safety in the event of an emergency.
12. The Imperial War Museum is a multi-site museum. If the Museum wishes to display the loan Item at any location other than the one at which it was originally delivered written permission will first be sought from the Owner.
13. If, during the period of the loan, the Owner removes the Item(s) from the Museum's premises, all conditions of the loan and any indemnity or other undertaking on the part of the Museum are considered void until such time as the Item(s) is returned in the same condition to the Museum.

Valuation, Indemnity and Insurance

14. No Item(s) will be accepted on loan to the Museum without a valuation agreed by both the Owner and the Museum. If the Owner and the Museum cannot agree a valuation, an independent assessor should provide one, the cost of valuation to be met by the Museum.
15. The Museum will offer a Government Indemnity to private Owners, institutional Owners from other countries and non-national institutional UK Owners for Item(s) or groups of Item(s) valued at £301 or above. Item(s) valued at £300 or less will be borrowed at the Museum's risk.
16. The Government Indemnity Scheme will come into effect from the date specified on the indemnity documentation (the point at which the Museum becomes responsible for the Item(s)). Indemnity cover can be extended to cover the transportation of the Item(s) to and from the Museum to the Owner or their agent, if the Imperial War Museum or its agent carries out the transit. If the Item(s) is delivered or retrieved by the Owner or their agent, they must ensure it is adequately insured while in transit.
17. A copy of the official Government Indemnity document will be provided to the Item's Owner when issued to the Museum by the Department for Culture, Media and Sport.

Display

18. The Museum cannot guarantee to display Item(s) lent to it.
19. The Museum will have absolute discretion in all matters of display and/or study or research access, including the location within the public galleries, the method by which the material is displayed, the content of any accompanying text and the choice of any photographs, unless specifically agreed otherwise with the Owner.
20. Item(s) lent to the Museum for the purpose of exhibition will not be operated, worn, entered into or climbed onto without the Owner's written permission and then only if in the judgement of the Museum such use is safe and not detrimental to staff, the public and the loaned Item(s).
21. Functioning Item(s) lent to the Museum for the purpose of exhibition will not be operated without the Owner's written permission, however Museum staff may climb onto or enter large exhibits to carry out cleaning, condition checks or to move an Item(s) to a new location (not under its automotive power).

Photography

22. In general, the public may photograph Item(s) on display in public galleries for their own private use, including Items on loan for three or more years.
23. The Museum retains the right to disallow all photography by members of the public in a space where loans are included in temporary exhibitions, or where the subject matter is contentious or sensitive. Photography may also be disallowed in order to protect vulnerable Item(s) from light damage.
24. Any photographs taken by the Museum for record or publicity purposes remain the copyright of the Museum. The Museum will seek the Owner's consent to the use of such photographs and due acknowledgement will be made that the material is illustrated by permission of the Owner.
25. No fees will be paid by the Museum to the Owner for use of photographs in which the copyright rests with the Museum.
26. If the Owner agrees that a photograph may be taken by a third party, the Museum reserves the right to charge the third party a 'facility fee' to cover access to the material for those purposes.

Ownership

27. The Owner and/or his agent is asked to keep the Museum informed of any changes of Ownership of the Item(s) or changes in contact details of the Owner during the period of the loan.
28. In the case where Ownership of the Item(s) has changed during the period of the loan a new loan agreement with the new Owner will be required for the loan to continue. The new Owner will be required to prove their legal title to the Item(s) prior to its being despatched to them or prior to the signing of a new loan agreement.
29. If the Owner wishes to sell the loaned Item(s), the Owner must notify the Museum as soon as possible in order to terminate the loan and arrange for the return of the Item(s) to the Owner with minimum delay.
30. If, at the end of the loan period, the Owner cannot be contacted and after all practicable measures to arrange the return of the Item(s) have been taken, the Museum reserves the right to accession the Item(s) in order to be fully accountable for it.

Termination

31. The Museum or the Owner may terminate the loan with three months notice in writing.
32. The Item(s) must be removed within the notice period.

Renewal of Loan or Extension of Loan Period

33. If an **exhibition** loan in is to be renewed, the Owner should receive a renewal request **as soon as possible** before the loan expires.
34. If a **long-term** loan in is to be renewed, the Owner should receive a renewal request **three months** before the loan expires.

Third Parties

35. Item(s) loaned to the Museum will not be lent to a third party without the prior written consent of the Owner.

Resolution of Disputes

36. This agreement shall be subject to the Laws of England **unless agreed otherwise with the Owner**. In the event of any dispute or difference between the Owner and the Museum, both parties will attempt to resolve such dispute or difference without recourse to a third party. Should it prove impossible to resolve such dispute to the satisfaction of both parties, the dispute shall be referred to and determined by a sole arbitrator, appointed by agreement between the Owner and the Museum, or, in default of agreement, by the President for the time being of the Law Society.

Additional Conditions (if applicable)

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