

Conditions of loan

The following standard conditions apply to all loans from the National Library of Scotland (NLS). The loan will also be contingent upon the borrower satisfying any additional conditions specified.

General conditions

NLS lends for public exhibition only, not for private or commercial reasons.

Ideally an approach for a loan should be made at least six months before the exhibition opening date for UK loans and 12 months for international loans. Potential borrowers should submit UKRG Facilities Report documentation as part of their formal request of loan.

Loans must be agreed by the Board of the National Library of Scotland which meets periodically.

NLS will not release any material for loan until a loan agreement, accepting these conditions of loan together with any additional special conditions, has been signed on behalf of the borrowing authority and returned to NLS.

Combating illicit trade

The borrower must ensure that none of the objects included in the exhibition in which the loan item(s) shall be displayed have been stolen, illegally exported or imported from the country of origin, as defined in the 'UNESCO Convention on the means of prohibiting and preventing the illicit import, export and transfer of ownership of cultural property, 1970'.

Insurance

NLS will normally bear the risk of loss of loans to other government funded institutions (Nationals) in the United Kingdom, with the borrower bearing the cost of repair in the event of repairable damage occurring.

If a non-government funded UK borrower can satisfy the NLS of the security, environmental, transport and other arrangements surrounding the loan, and demonstrate that the loan is for public benefit, the borrower will not be asked to purchase commercial insurance for the loan. However, they must accept the minimum liability for loss or damage of loans.

In the case of loss the borrower must meet costs up to £300 for any items which are valued below £4,000 or £300 plus 1% of the total value of the item for any material that is valued at £4,000 or above. For damaged items the non-national must cover the cost of £300 where the value 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 greater than £4,000.

For international loans if the borrower is an approved borrower in the eyes of the Arts Council England the compensation arrangements stated in the above paragraph will apply. If they are not

an approved borrower then, unless indemnity is offered by the relevant host government or state, the borrower should ensure that they have commercial insurance cover in place for the loan objects for the entirety of the exhibition. Adequate details and evidence of the insurance must be submitted for approval and retention at least two weeks in advance of the loan period. Where NLS does not approve the commercial insurance proposal it will request insurance from a named fine art insurance broker, with the premium to be paid by the borrower.

Facilities reports and site visits

In addition to requesting UKRG Facilities Report documentation, NLS reserves the right to inspect the venue before and/or during the exhibition in order to ensure that the conditions of loan will be and are being met. Any necessary travel and subsistence in connection with site visits may be charged to the borrower.

Security conditions

The premises in which the loan will be housed shall in all respects be safe, secure and compliant with the recommendations and requirements of the National Security Adviser (NSA) to whom the National Library of Scotland will consult before approving a loan. The borrower must comply with any special security conditions recommended by the NSA. Our standard requirements are that security precautions, including patrolling of the premises, should be in force 24 hours a day and seven days a week. Items on loan from the NLS should be audited on a daily basis, and an invigilator must be in attendance in the vicinity of the exhibition when it is open to the public.

Fire precautions

The borrower must have an efficient Fire Prevention Policy. Fire precautions should include inspection of the premises at regular intervals, day and night. If this is not available, there must be a fire detection system with an adequate call-out procedure.

Smoking, food and drink

Smoking, food and drink are strictly forbidden in any exhibition space containing loans from the National Library of Scotland.

Environmental conditions

The conditions NLS requires are based on PD 5454:2012 'Guide for the storage and exhibition of archival materials and PAS 198:2012 Specification for managing environmental conditions for cultural collections', published by the British Standards Institution, and are as follows:

The temperature should remain between 15-20°C, but with occasional periods of up to 25°C permissible, and the RH should remain between 40-60%, but with occasional periods of up to 65% permissible. Environmental fluctuations should not exceed 10% for RH or 5°C for temperature within any 24 hour period.

Exhibition light levels should be between 25 and 50 lux, depending on the duration of the exhibition and the nature of the material. The ultra violet component of the overall light level should be below 10 µW/lumen. Electric lighting which emits heat should be located well away from the exhibits, and should not cause the temperature inside the display cases to increase significantly.

Specific items may require tailored environmental and display conditions decided by the National Library of Scotland and outlined in the loan agreement.

The borrowing institution shall ensure that the approved environmental conditions are maintained throughout the exhibition. If these conditions cannot be maintained for any reason the borrowing institution shall consult NLS within 24 hours.

Display cases

All loans should be exhibited in secure locked or sealed cases, unless otherwise agreed. The case specification, including its proposed contents, must be approved by NLS. Items will be locked into the display case by NLS staff, and thereafter the case should not be opened except with the prior agreement of NLS. Items should not be handled or removed from the exhibition cases unless such handling or removal is essential for the safety of the items in an emergency. The borrower will provide information regarding individuals authorised to remove items from cases in the event of an emergency and the secure storage facilities in which the item would then be kept.

Cases should not be located in areas subject to variable local conditions such as heat outlets, areas close to water-carrying installations, areas near unprotected windows at ground-floor level, or immediately adjacent to main entrances or exits. Exhibition venue plans must be submitted to NLS for consideration.

Unless otherwise agreed by NLS, bound material must be supported by bespoke display cradles provided by NLS. The cost of manufacture and transport of cradles must be borne by the borrower.

Conservation

The cost of any conservation work required in preparation for a loan is normally borne by NLS. If, however, the resources required are considerable, the borrower may be required to bear all, or part of the cost.

No conservation work or alterations to the loans should ever be undertaken by the borrower.

Security photography

For archival and security purposes adequate surrogates of all unique or rare material lent must be in the possession of NLS before the material is loaned. All manuscripts are classed as unique. Usually NLS will bear the cost. However, if the workload required is considerable, the borrower may be asked to bear some of the cost.

Packing and transport

NLS will package all items for loan. The cost of packing is normally borne by NLS, however, if the resources required are unusual or considerable, the borrower may be required to bear all, or part of the cost.

One or more members of NLS staff, or a mutually approved person, will escort the loan to the venue and will undertake the unpacking, physical examination and installation of the loan.

NLS shall prepare a condition report which the borrower shall agree after physical examination at the installation and de-installation of the loan. Loans will normally be delivered as close as possible to the exhibition opening time and collected as soon as possible after the exhibition closes.

If, upon arrival, NLS staff consider the exhibition venue unsuitable, or if it does not comply with NLS's conditions, he / she may refuse to install the loan. Any reasonable costs incurred in the return of the loan shall be paid by the borrowing institution.

At the end of the loan period one or more members of the staff of the National Library of Scotland, or an approved person, will collect the loan from the venue and will undertake the de-installation, physical examination and packing of the loan and will return the loan to NLS.

The most direct travel routes will be used. Transport of loans by air will be business class where possible and the purchase of an extra seat may be necessary. The borrower will be expected to meet all reasonable costs of travel, accommodation and subsistence incurred.

Reproduction and photography

Loans from the National Library of Scotland must not be filmed, photographed, recorded, televised or otherwise reproduced without prior permission. Requests for permission should be made via the Registrar, Sally Todd, (s.todd@nls.uk) who will then forward it on to the relevant department.

Acknowledgment must be made in any exhibition publicity and on exhibition labels to 'The National Library of Scotland'.

Exhibition tickets or publications produced in connection with an exhibition containing loans from the National Library of Scotland should be sent free of charge to each of the 13 members of the Board of the National Library of Scotland.

All correspondence for Board members can be addressed to them c/o Secretary's Department, National Library of Scotland, 312-320 Lawnmarket, Edinburgh EH1 2PJ.

Due diligence

NLS will cooperate with any due diligence checks which are required by the borrower.

Intellectual property

Loan of items from NLS does not entail the licencing of any intellectual property that may exist in the items. Where relevant, intellectual property in the items is specified in the list of loan materials. Intellectual property in the items may be owned by NLS, bodies or agents of the UK Governments (Crown Copyright), or external third parties. Intellectual property owners may be unknown.

Material may otherwise be in the public domain, meaning there are no intellectual copyright restrictions on the use of the items (where this is the case, conditions of use specified elsewhere in this document and in the loan agreement, which function for the physical protection of NLS items, still stand).

If material is not in the public domain and a separate licencing agreement has not been agreed, the borrower may not undertake any activity that will violate the reserved intellectual property rights in the items. Such activities as framed by the Copyright, Designs and Patents Act 1988 include, but are not limited to, copying or distributing copies of the items, manipulating the items, photographing or filming the items, producing derivative content from the items, or infringing the moral rights of content creators.

It is the responsibility of NLS to identify the intellectual property status of the items for loan. It is the responsibility of the borrower to identify and contact intellectual property owners and agree licence arrangements, where the borrower wishes to undertake any of the activities described as above. NLS can offer the borrower assistance in locating and contacting intellectual property owners, at the borrower's request.

For the purposes of loaning NLS material, intellectual property means all intellectual property rights, including copyrights, trademarks, patents, database rights, design rights, and moral rights, where now known or created in the future and whether registered or unregistered.

Costs

The borrower will normally be expected to bear the following costs:

- Insurance or minimum liability
- Any necessary transport costs (travel, accommodation, subsistence)
- Manufacture and transport of bespoke display cradles

Where the resources required are considerable, the borrower may also be expected to bear the costs for the following:

- Security photography
- Conservation work
- Packing
- Site inspection visits (travel, accommodation, subsistence)

The National Library of Scotland is committed to keeping all costs to a minimum.

Changes of dates

Any change in the dates of an exhibition or any proposed temporary closing of a museum, gallery, library, or other institution in receipt of a loan must immediately be notified to the National Library of Scotland. NLS reserves the right not to agree to a change in the dates of an exhibition.

Reporting loss or damage

In the event of any loss or damage to a loan, the borrower must inform NLS immediately.

Cancellation or recall of loans

Cancellations must be made in writing and addressed to the Registrar. Should there be any risk or perceived risk to the loan, NLS shall be entitled at any time to recall the loan lent without notice. The borrower will be expected to meet any reasonable costs incurred due to the cancellation or recall of a loan.

Questions relating to these conditions of loan should be addressed to:

The Registrar
National Library of Scotland
George IV Bridge
Edinburgh
EH1 1EW

Telephone: 0131 623 3859

Email: s.todd@nls.uk