

# National Railway Museum

## Loans Out Policy

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# National Railway Museum Loans Out Policy

## Introduction

The National Railway Museum is the custodian of the National Railway Collection owned by The Board of Trustees of the Science Museum. The Museum is the largest railway museum in the world and has the largest and richest collections of railway artefacts and archives.

These have evolved over the last one-hundred and fifty years, from the amalgamation of the railway collections of the Science Museum, with those of the former railway museums at York and Clapham, and through collecting from the modern railway industry since the opening of the National Railway Museum in 1975.

The aims of the National Railway Museum are to build, care for and provide access to the collections. We do this through the displays and events at our public museums at York and Shildon. We also provide a programme of outreach via museums and other cultural and heritage organisations throughout Britain and overseas.

As part of our cultural agenda, we are pleased to increase access to our collections by lending objects for exhibition to other organisations who can assure us that the objects will be safe in their care. We have an active programme of loans from our collections, with over 2,000 objects on loan to around 100 museums and heritage railways in Britain and overseas. In an average year, we will lend over 200 objects to up to 50 venues across the world, providing access to a broad spectrum of people in a variety of contexts.

We will lend collection items to other institutions, organisations or groups for exhibition and research purposes, provided they meet the appropriate standards for access, security, environmental and safety criteria.

Loan requests are subject to a formal approval procedure in order that we can ensure the on going care of the objects. This policy explains how to apply to borrow objects, the approvals procedure, and the conditions that a borrower will be expected to meet in order for the loan to proceed.

All correspondence should be conducted through the National Railway Museum's Loans Officer, who coordinates loan activity.

Helen Batchelor  
Loans Officer  
National Railway Museum  
Leeman Road  
York YO26 4XJ

Tel: +44 (0)1904 685742

Fax: +44 (0)1904 686233

Email: [helen.batchelor@nrm.org.uk](mailto:helen.batchelor@nrm.org.uk)

## **Application to Borrow**

### **Preliminary Enquiries**

If your organisation wishes to borrow objects from the National Railway Museum please contact the Loans Officer, who will discuss the details of your requirements and facilitate an appointment with the appropriate curatorial staff, so that they can advise on the selection and general suitability of objects for loan. The Museum welcomes early discussions and, where possible, an actual visit to view the objects under consideration. Preliminary research should be carried out well in advance so that the formal request to borrow can be made in time for any exhibition deadlines. The Museum will provide basic information such as inventory description and accession numbers and guidance on security, packing and environmental requirements, to assist you in compiling your loan request.

The loan terms and conditions specific to each object are available on request and are normally selected from the lists of examples given in Appendices 1 to 4.

The following issues should be borne in mind before considering a request to borrow:

- The National Railway Museum prefers to loan objects only to organisations that have achieved Registered/Accredited status under the scheme run by the Museums, Libraries and Archives Council. This guarantees an acceptable minimum level of museum stewardship. If your organisation is not a Registered or Accredited museum you will be expected to provide written evidence that you can provide an equivalent level of care.
- Loans will usually only be made to named organisations for the purposes of public display.
- Loans are not normally made to commercial organisations that wish to use exhibits for commercial gain. However, a loan may be agreed in exceptional circumstances. A fee will normally be charged in such cases and the Borrower will be expected to bear the transport arrangements and costs.
- Special arrangements normally apply to loans for touring exhibitions. In these circumstances a loan agreement would be issued by the National Railway Museum to the individual venues. A National Railway Museum Courier would need to be present at each venue for the packaging and installation of the objects. This would be at the Borrower's expense.

- Short-term loans for film, television and commercial display may be possible. A fee will normally be charged in such cases and the Borrower will be expected to bear all the associated costs and transport arrangements.
- The Museum does not lend material for “props” in theatrical productions.
- Loans must remain confidential until a signed loan agreement has been returned to, and received by, the Loans Officer.
- Each loan agreement has specific terms and conditions which vary according to the object and venue. Example conditions for locomotives and rolling stock can be found in Appendix 2. Specific terms and conditions are available on request.
- The Borrower must meet the National Railway Museum’s conditions for publicising the loan. The National Railway Museum will provide supporting material to assist with this.
- The Borrower warrants, covenants and agrees that it has no reasonable cause to believe that any object comprised in the exhibition in which the objects shall be displayed was stolen, illegally exported or illegally imported from its 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*.
- Objects that are on loan to the National Railway Museum will not be lent to any third party without written permission from the owner.
- Prior to any loan agreement being signed an asbestos risk assessment must be carried out. This may involve a Type 2 asbestos inspection to MDHS100, and remedial works may need to be carried out before a loan can proceed. This would be at the Borrower’s expense.
- The Borrower must bear all costs incurred in setting up a loan, including conservation work and any other necessary work needed to make the object available for loan.
- The Borrower must bear all the associated costs and transportation arrangements.
- The Museum will also ask the Borrower to insure or indemnify the objects whilst on loan, and will ask for the insurance value of the objects to be increased during the loan period if necessary.

- Documentary proof of insurance or indemnity must be provided to the Loans Officer before an object can be released for loan.
- In addition to the terms set out below, each of the objects going out on loan is subject to the Borrower accepting and fulfilling specific loan terms and conditions.
- Loans will only be granted for a fixed period (a maximum of five years). The Museum may allow the loan to be renewed at the end of the initial loan period, provided both the Museum and Borrower agree.
- During the period of loan the Museum will ask for object condition reports and may make visits to ensure the loan terms and conditions are being complied with.
- Some material is fragile or sensitive to the environment e.g. textiles, archives, posters, etc. Careful consideration will be given to the loan of those items, and if a loan is agreed special conditions may apply.
- Loans will be subject to the satisfactory completion of the United Kingdom Registrars Group (UKRG) Standard Facilities Reports.
- Borrowers will be expected to care for the objects on loan to them in compliance with current legislation and standards. A full condition report will be submitted to the Loans Officer annually, or at the request of the National Railway Museum.

### **Formal Request**

A formal request must be made at least twelve weeks in advance of the proposed start of the loan. All formal loan requests must be written on headed paper, or by email with headed logo attached, of the institution concerned, to the Loans Officer at the National Railway Museum. The formal request should include:

- Title of the exhibition or reason for loan.
- Address of the exhibition venue(s).
- Start and end dates of exhibition.
- Proposed dates of collection from and return to the National Railway Museum.
- Name, position, address, telephone, fax number and email address of the exhibition organiser.
- Name, position, address, telephone, fax number and email address for contact at each venue.

- Scope/synopsis of the exhibition.
- List of object(s) requested, quoting Museum accession numbers.
- Statement of proposed procedure for packing and transporting the loaned object(s).

If you require more information or assistance with making your formal request then please seek the advice of the Loans Officer.

Any subsequent changes to these details before the loan start date must be confirmed in writing to the Loans Officer.

### **Advance Notification**

The loans request approval procedure involves discussion at the monthly meeting of the Museum's Collections Development Group. Any conservation or preparation of objects must be scheduled in with the requirements of other Museum activities. Therefore, at least twelve weeks' notice is essential. The preparation period could be longer for objects requiring special attention.

Loan requests for large numbers of objects or for large objects such as rolling stock and vehicles requiring specialised transportation, should be made as early as possible in advance of the planned loan start date.

In exceptional circumstances smaller objects may be loaned out at shorter notice.

### **Approvals Procedure**

All requests are considered on their own merits. Curatorial staff will consider whether requested objects are suitable for loan, whether they have existing commitments, or whether they are central to the Museum display. Each object will be checked by the relevant curator or conservator to decide whether it is robust enough to travel, or how much conservation would be needed. The Loans Officer will also check that the administration, and any other associated work can be scheduled into the other work of the Museum.

Approval for a loan will not be given until the Museum is satisfied that the Borrower can provide adequate storage and display conditions for the objects, including suitable security and insurance against theft or damage. The standard of security required will vary with the nature of the object, the place of exhibition and the degree of public access allowed. The National Railway Museum will seek advice from the National Museums' Security Adviser, based at the Museums Libraries

and Archives Council (MLA). The Security Adviser will either visit or send a questionnaire to each venue. This is in order to confirm that the security arrangements are suited to the nature of objects requested for loan and that they conform to those laid down in the Guide to Security and Environmental Conditions (Appendix 1). The Security Adviser will usually make recommendations for any improvements that are necessary in order for the loan to proceed.

The potential borrower will be expected to complete the United Kingdom Registrars Group (UKRG) Standard Facilities Report to ensure loan requirement standards can be met. A Security Supplement and Display Case Supplement may also have to be completed.

In the case of long-term loans, a National Railway Museum staff member may also visit the venue prior to the loan being approved. This will be at the Borrower's expense.

If the loan is not agreed, the National Railway Museum will inform the prospective borrower as soon as the decision is reached. An explanation will be given as to why the loan has not been agreed.

## **The Loan Agreement**

Once curatorial, conservation, condition and security checks have been completed, the Loans Officer will prepare a formal loan agreement setting out the responsibilities of both the National Railway Museum and the Borrower in connection with the loan. The required standards are strict in order to satisfy the requirements of the Department for Culture, Media and Sport. This is the government department that supports the National Railway Museum, and ultimately accepts the risk of loss or damage to the collections.

The National Railway Museum will complete a written agreement for all outward loans, to be signed by both the Borrower and an authorised representative of the Museum.

Any problems with the terms and conditions must be discussed as early as possible. This is because the loan cannot proceed until a copy of the loan agreement has been signed and returned to the Loans Officer.

The person who signs the loan agreement on behalf of the Borrower must be authorised to do so by the borrowing organisation and must be empowered to accept responsibilities on behalf of that organisation. Once the loan agreement is signed, the terms and conditions of the loan are non-negotiable.

The loan agreement will be written in English and construed in accordance with English law under the exclusive jurisdiction of the English courts.

Once a loan has been agreed and the object(s) have moved to the Borrower's venue, the Borrower must immediately inform the Loans Officer of the safe arrival of the object(s).

All loans will be recorded and agreed using the National Railway Museum loan agreement forms. The Museum will **only** authorise a loan-in form provided by the Borrower if it does not contain conditions of loan that contradict or invalidate the agreed conditions of the National Railway Museum loan agreement.

## **Appendix 1**

### **Detailed Standard Terms and Conditions of Loan for Static Display**

There are different environmental, safety and security requirements for different types of object and a specific care plan will be agreed for each individual loan. However, examples of the conditions of loan are shown below to illustrate the type of conditions likely to be imposed.

#### **1. Loan Period**

The term 'Loan Period' refers to the time that the objects are outside the direct care of the National Railway Museum. This includes any periods of transport from and to the National Railway Museum or Locomotion, the National Railway Museum at Shildon, or other venue, the exhibition period itself and any additional time necessary for storage before, during, or after the exhibition.

#### **2. Insurance/Indemnity**

- The Borrower will be responsible for the safe custody of the object(s) throughout the loan period and will make good any loss or damage at their own expense to the satisfaction of the National Railway Museum.
- The Borrower will be responsible for any loss or damage incurred whilst in transit to or from the National Railway Museum.
- The Borrower will be responsible for any statutory insurances that applies to the object(s), e.g. Public Liability, Engineering and Boiler Insurance etc.

In order to ensure this the Museum will apply one of the following conditions:

- The Borrower will take out an insurance policy to cover all loss or damage to the object(s) to the value stated on the loan out schedule. If the value changes over the loan period, the Borrower will be expected to amend their policy.
- The objects will be covered by the Government Indemnity Scheme. Where the Museum is satisfied that all its conditions of loan will be met and the venue is approved by the Museums Security Adviser, the National Railway Museum is empowered to grant an indemnity on behalf of the Department for Culture, Media and Sport as set out in the National Heritage Act 1983. This indemnity will only be granted where the loan is for the public benefit. The Borrower will then be expected to accept minimum liability, defined as the cost of any loss up to a limit of £300 where an object is valued at less than £4,000 on the schedule, and £300 plus 1% of the total value where an object is valued or more.

Documentary proof of insurance must be provided to the Loans Officer before the objects can be released for loan.

### **3. Packing and Transport**

- The Museum must approve in advance the Borrower's proposed method for packing, loading and transport arrangements.
- The Borrower must arrange transport that meets the criteria specified in the Guide to Transport Conditions of the Government Indemnity Scheme (Appendix 2).
- The transport contractor and their proposed method statement must be approved in advance by the National Railway Museum.
- The objects will not be released until the National Railway Museum is satisfied with the standard of packing and the security and protection of the object(s) on any vehicle.
- The Borrower must meet the cost of packing and moving the object(s) at the beginning of the loan period. The Borrower must also meet the cost of packing and returning the objects at the end of the loan period to the National Railway Museum, or other required venue.
- Loans abroad must be handled by an approved shipping agent. Loans to some countries may require import and export licences for objects above a particular value. A CITES (Convention on International Trade in Endangered Species) licence may also be required if objects include material from protected species (e.g. mahogany, ivory, etc). The Loans Officer should be consulted for advice.
- In the case of exhibitions overseas, the National Railway Museum's representative and/or the Borrower's Agent must meet and escort all shipments and representatives on arrival, at departure and during any transfer. The Borrower or the Borrower's Agent must arrange customs clearance,

### **4. Couriers**

- During the approvals process, the Museum will decide whether the complexity of the arrangements or the value or sensitivity of the object(s) require that a Museum Courier or Engineer accompany the loan in transit, to oversee condition checking and installation or de-installation at the venue.
- Where a Courier or Engineer is required, the Borrower will be responsible for all travel cost (e.g. rail or air fares) and for reasonable costs of accommodation, subsistence and for any overtime costs incurred (e.g. weekend or out-of-hours working).
- Where exhibitions are to be shown at more than one venue, a Courier will normally be required at each venue.
- Some sensitive object(s) may need to be handled/carried by a Courier. In the case of air transport this may need to be in the pressurised cabin of an aircraft.
- The National Railway Museum's Courier Policy is available on request.

## 5. Environmental Conditions

- The loan venue must meet environmental standards laid down in the Guide to Security and Environmental Conditions, which applies under the Government Indemnity Scheme (Appendix 1).
- In order to ensure the environmental conditions are met, the Borrower may be expected to satisfactorily complete the United Kingdom Registrars Group Standard Facility Report: Display Case Supplement.
- The object(s) must be provided with a stable environment. Unless otherwise stated on the schedule of objects, in the majority of cases this will be a temperature in the range of 18-25°C and relative humidity in the range of 40-65% with fluctuations of no more than 5% within an hour.
- In the case of large exhibits, such as locomotives, rolling stock and engineering structures which cannot be housed under cover, a separate conservation and care plan will be agreed.
- For sensitive objects and archive material, both daylight and fluorescent lighting must be filtered with a suitable Ultra-Violet (UV) absorbing material, so that UV radiation is below 75 microwatts per lumen. The following range of lux levels apply:
  - Highly sensitive (50-70 lux)  
Works of art on paper  
Photographs  
Textiles  
Lacquer
  - Sensitive (50-200 lux)  
Furniture  
Painting – on panel  
Painting – oil  
Plastics
  - Low sensitivity (50-300 lux)  
Stone  
Ceramic  
Glass  
Metal

## 6. Security of Objects

- The loan venue must meet standards laid down in the Guide to Security and Environmental Conditions, which apply under the Government Indemnity Scheme (Appendix 3).
- The Museum will consult with the National Museum's Security Adviser before approving a loan.
- The object(s) must be exhibited in a secure building.
- The objects must be under regular surveillance by the Borrower's staff, whilst the venue is open to the public.

- The object(s) must be in an area monitored by an alarm system, whilst closed to the public.
- The object(s) must be under surveillance by the Borrower's staff 24 hours per day.
- The object(s) must be displayed in a locked showcase.
- The object(s) must be exhibited behind a barrier and out of reach of the public.
- Once installation has taken place, the display case(s) must not be opened or the object(s) moved. The only exception is with the written permission of the National Railway Museum Loans Officer, or in an emergency.
- In order to ensure the security conditions are met, the Borrower may be expected to satisfactorily complete the United Kingdom Registrars Group Standard Facility Report: Security Supplement.

## **7. Care of Objects**

Guidance on the conservation needs of objects on loan will be given by the National Railway Museum. The following points will apply:

- The object(s) must be exhibited in areas adequately protected from extremes of temperature, humidity, light and vibration.
- The object(s) must be handled as little as possible and where appropriate clean protective gloves must be worn.
- For robust objects, dusting and other light cleaning may be carried out by prior agreement with the National Railway Museum, to ensure that the object(s) is maintained in a suitable condition for display. No repairs, restoration, conservation or extensive cleaning may be undertaken without the prior written permission of the National Railway Museum.
- The object(s) must not be operated without the prior written permission of the National Railway Museum.
- Under no circumstances are loaned costumes to be worn or tried on.
- Specialist materials will be required for the mounting and display of the object(s). These will be specified in the loan agreement.
- The Borrower may not lend the object(s) to any third party, nor may the object(s) be removed from the specified display premises, without the prior written permission of the National Railway Museum.
- Loaned material withdrawn from display must be returned to the National Railway Museum and not retained in the Borrower's stores.
- The Borrower must allow reasonable access to the loaned object(s) to National Railway Museum officers. This is to ensure the object(s) and the premises where they are housed comply with the loan agreement terms and conditions. This will be at the Borrower's expense.
- Prior to any loan agreement being signed an asbestos risk assessment must be carried out. This may involve a Type 2 asbestos

inspection to MDHS100 and remedial works may need to be carried out.

- Objects in the National Collection may contain asbestos or asbestos containing materials. No intrusive access is permitted without written permission from the National Railway Museum. A Type 2 asbestos inspection to MDHS100 may be required and remedial works may need to be carried out prior to permission to proceed being granted.
- Official notification and documentation processes must be properly applied during any remedial work on objects presumed to contain asbestos and further remedial works and air quality testing will be required after work has been completed.
- The Borrower will be expected to complete a fair and accurate annual condition report for the object(s) on loan. This report will be sent to the Loans Officer.

## **8. Reproduction**

- Photographs, films or other reproductions of the object(s) must not be made by the borrower or any third party, for any commercial purposes whatsoever, without the prior written permission of the National Railway Museum.
- A fee will normally be charged for commercial reproduction. In such cases, licensing agreements must be negotiated with NMSI Trading Ltd.
- The Borrower may take photographs of the object(s) for record purposes.
- The National Railway Museum has no objection to photographs being taken by visitors for private use.

## **9. Publicity**

- The Borrower will publicise the loan using a template provided by the National Railway Museum.
- No Press Releases may be issued until both the National Railway Museum and the Borrower have signed the loan agreement and it has been received by the Loans Officer.
- Press Releases must be approved by the National Railway Museum Press Officer prior to publication.

## **10. Acknowledgement**

- The Borrower will use the template provided by the National Railway Museum in the form of a CD ROM when producing labels to accompany objects on display.
- A poster provided by the National Railway Museum will be displayed in a prominent place at the Borrower's venue promoting loans from the National Railway Museum.

- An acknowledgement to the *National Railway Museum, York* must be given in all exhibition labels and catalogue entries for the object(s).
- A copy of any published catalogue that includes entries for the object(s) must be provided to the National Railway Museum.

### **11. In Case of Damage**

- The Borrower must inform the National Railway Museum Loans Officer immediately of any loss of or damage to the object(s), regardless of who is responsible.
- The Borrower must ensure that the National Railway Museum's Loans Officer receives a written condition report and photographs showing the damage within 48 hours of any incident.
- Any theft or breach of security in the exhibition should be reported, even if National Railway Museum objects are not directly affected.
- If the damage requires a member of National Railway Museum staff to visit a loan venue following an incident the Borrower will be required to meet the cost of the trip.

### **12. End of Loan**

At the end of the loan, the Borrower is responsible for returning the loaned object(s) to the National Railway Museum or other venue. The National Railway Museum will undertake a condition check of the returned object(s) and acknowledge receipt. In the event of the condition check revealing damage to the object(s), the National Railway Museum will contact the Borrower and negotiate settlement under the terms of the loan.

The loan agreement may be renewed if both the National Railway Museum and the Borrower are in agreement. The renewal will be subject to the satisfactory completion of a condition report.

If the loan agreement is breached then the loan will be terminated immediately.

The National Railway Museum reserves the right to terminate the loan with three months notice.

Unless the loan is the subject of a special conservation or restoration agreement, the object(s) must be returned in the same condition as they were when first received. The Borrower will be charged for the cost of any damage sustained whilst the object(s) was on loan.

Termination or cancellation of the loan before the end of the agreed loan period must be made in writing to the Loans Officer. Even when

the loan has been cancelled for valid reasons, the Museum will normally charge the Borrower for actual expenses incurred.

Objects withdrawn from display within the loan period must be returned to the National Railway Museum and not retained in the Borrower's stores.

## **Appendix 2**

### **Loans of Rolling Stock for Conservation, Restoration, Operation and Maintenance**

The National Railway Museum has an active loans programme for its collection of locomotives and rolling stock. A hire fee is normally charged for the loan of these vehicles. There are additional conditions to those set out above that apply when borrowing rolling stock, examples of which are shown below. Each loan is dependent on the fulfilment of specific conditions, and these vary according to the vehicle and the venue. These conditions will be acknowledged in a signed loan agreement.

Loan requests for large objects, such as locomotives and rolling stock requiring specialised transportation, should be made as early as possible in advance of the planned loan start date. Liaison with the National Railway Museum's Rail Operations Coordinator is essential as soon as the loan agreement has been signed and returned, to organise the movement of the vehicle(s).

In the case of large exhibits such as locomotives, rolling stock and engineering structures which cannot be housed under cover, a separate conservation and care plan will be agreed.

## **2.1 Operation**

### **General**

- The National Railway Museum gives no guarantee, or warranty whatsoever, as to the mechanical fitness of the vehicle(s) for operation.
- If approval to operate is granted, the vehicle may be operated on track owned by the Borrower, or on track approved in advance by the National Railway Museum, but not elsewhere.
- A programme of operation will be agreed jointly by the National Railway Museum and the Borrower.
- The identity, number, livery or description of the vehicle may not be changed or altered in any way without prior written permission of the National Railway Museum.
- The Borrower must observe all statutory requirements in relation to the operation of the vehicle(s).
- The Borrower may not allow public access to the footplate or to the interior of the vehicle without prior written permission of the National Railway Museum.
- The Borrower will be responsible for all Health & Safety recording and reporting relating to the operation of the vehicle, in line with the Health & Safety at Work Act 1974.

- The Borrower shall at all times operate the vehicle in a manner appropriate to its age and condition, in accordance with the Borrower's HMRI approved Rule Book of the Borrower's Railway
- The object(s) may only be operated by qualified personnel, in accordance with the Borrower's HMRI approved Rule Book of the Borrower's Railway
- In the case of vehicles lent for operation, the Museum will decide whether the operation of vehicle(s) is required to be carried out by, or under the supervision of, a National Railway Museum Engineer.
- Prior to any loan agreement being signed an asbestos risk assessment must be carried out. This may involve a Type 2 asbestos inspection to MDHS100 and remedial works may need to be carried out.
- Vehicles in the National Collection may contain asbestos or asbestos containing materials. No intrusive access is permitted without written permission from the National Railway Museum. A Type 2 asbestos inspection to MDHS100 may be required and remedial works may need to be carried out prior to permission to proceed being granted.
- Official notification and documentation processes must be properly applied during any work and further remedial works and air quality testing will be required after work has been completed.
- No smoking is allowed in any of the vehicles.

### **Cost**

- The Borrower must pay for all consumable items required for the operation of the vehicle(s) such as coal, water, oil, fire irons, shovels, lamps, fire-bars, brake blocks, piston packing, brick arch material, washout plugs etc.
- The vehicle(s) may only be operated by National Railway Museum or approved personnel. The Borrower will be responsible for the rail fares and for reasonable costs of accommodation and subsistence, and for any overtime costs incurred (e.g. weekend or out-of-hours).
- Any fault occurring during the operation of the vehicle(s) must, be repaired by the Borrower, at their cost, by an agreed standard method.
- Boiler insurance will be provided by the National Railway Museum.
- The Borrower will be responsible for all other statutory and Public Liability insurances. Copies of all cover notes must be provided for the National Railway Museum's records.
- The Borrower will be expected to meet the cost of any repair following accident or damage as a direct result of their negligence. The Borrower will not, however, be expected to meet the cost of other faults that develop with the vehicle(s).

### **Loading and Transporting**

- The Museum must approve in advance the Borrower's proposed method for loading and transport. Advice will be provided by the Museum's Rail Operations Coordinator.
- The transport contractor and their approved method statement must be approved in advance by the National Railway Museum.
- The cost of all transport, loading, craneage, etc will be met by the Borrower at the beginning and end of the loan period.

### **Care**

- The vehicle(s) must be well maintained, and daily fitness to run examinations must be carried out by qualified Engineers.
- The locomotive must have a boiler washout after every (X) operating days. (Number to be specified in the loan agreement)
- Following the completion of operations, the vehicle(s) must be drained, cleaned and greased as necessary to prevent deterioration.
- When the vehicle is in regular operation the Borrower will pay for all normal consumables, such as fuel, water, lubricants, brake blocks, fire bars, piston/regulator packing, brick arch material etc.
- The Borrower shall ensure that prior to operation of the vehicle its crews are familiar with and have correctly carried out the lubrication and maintenance procedures required and are familiar with the characteristics of the vehicle evidenced by a document to be read and signed by the crew prior to each and every day's operation.
- The Borrower must take reasonable frost precautions for the vehicle.
- Tyre wear must not exceed 0.5 mm per operating season on any tyre.

### **Reporting**

- The Borrower must maintain a register of operating days, hours and miles. A copy of this register must be submitted to the Loans Officer on an annual basis or at the end of the loan period, whichever is the shortest, or on request.
- The Borrower and the Owner or their appointed representative shall ensure that subsequent to each and every operation of the vehicle a note is made in a written document of the work done, the mileage travelled, any unusual occurrences and any repairs that may be required or matters that require investigation, one copy of which is to be retained by the Borrower and one given to the Owner at the first opportunity. These notes should meet but not be limited by the standard required by the Vehicle Acceptance Body.

## **2.2 Restoration**

### **General**

- The Museum accepts no obligation to agree to the vehicle(s) being restored to Working Order if in the view of the National Railway Museum Curator of Rail Vehicles or such other member of the

Museum Personnel as agreed between the parties from time to time such a restoration would be detrimental to the original fabric of the vehicle.

- The Borrower undertaking the restoration work will only use skilled and experienced staff and volunteers according to the specification and method statement agreed with the Museum.

### **Feasibility Study**

- The Borrower will sign a loan agreement with the National Railway Museum as custodians of the locomotive or rolling stock and house the vehicle in secure, covered accommodation throughout the loan period.
- The Borrower will be expected to facilitate reasonable public access to the vehicle throughout the loan period.
- The Borrower will be expected to allow reasonable access to the vehicle to Museum Personnel, to inspect the vehicles and premises where they are housed to ensure that the provisions of the loan agreement and the requirements of the Museum are being complied with. This would be at the Borrower's expense.
- The method statement for any restoration will be submitted for approval to the National Railway Museum Curator of Rail Vehicles, before the work commences.
- The Borrower must submit to the Loans Officer a written findings and proposed action report, during stripping and examination of the vehicle.
- All repairs to the vehicle must be recorded both in writing and with photographs before and after the work commences. A full report must be submitted to the Loans Officer on completion of the work.
- The Borrower would be expected to undertake the exploratory work (where a full diagnostic survey of the mechanical status of the vehicle is carried out in order to evaluate and determine the feasibility of restoring the vehicle to working order).
- To restore a vehicle to working order the Borrower must ensure that it meets a standard appropriate to the possession of a ten year boiler certificate, or equivalent, and be in a mechanical condition, to the satisfaction of the National Railway Museum and its appointed insurers, that allows the vehicle to be operated on preserved railways in Britain.

### **Cost**

- Fundraising and sponsorship for the restoration of vehicle may be allowed. All schemes must be submitted in advance for National Railway Museum approval.
- The Borrower would need to raise the total estimated amount required to cover the cost of materials and equipment required to

carry out the Exploratory Work and the subsequent restoration of the vehicle to working order.

- The Borrower will insure the object(s) for All Risks. Evidence of the insurance or written acceptance of liability for any loss or damage to the vehicle will be required before it is released from the Museum. Any excess due to be paid on any claim shall be paid by the Borrower

### **Reporting**

- The Borrower would be expected to maintain a complete record of the restoration of the vehicle to working order. This will take the form of digital photographs showing significant components before and after intervention. The photographs will be annotated with description and date. The record will also include details of the personnel who have worked on the vehicle, and their qualifications.
- The Borrower would need to provide copies of all records and photographs of all investigations and restoration work that have taken place throughout the loan period.

**NB – These conditions are examples of what a Borrower might be expected to achieve. Each loan is different, and therefore so are the conditions. For more information and advice please consult the Loans Officer.**

## **APPENDIX 3:**

### **Guide to Security and Environmental Conditions under the Government Indemnity Scheme:**

1. The Borrower shall at all times be responsible for ensuring that the greatest possible care is taken of the material which is the subject of the indemnity.
2. The indemnified material must be accommodated in a strong building which has physically well-protected windows, doors and skylights. The building must also provide appropriate environmental control for the indemnified material.
3. The whole of the building must have an automatic fire detection system fitted by a NACOSS (National Approval Council for Security Systems) approved alarm company which is serviced annually and maintained in good working condition.
4. At night, or when the building is closed or not otherwise in normal use, there needs to be either an agreed level of night guarding or modern intruder detection alarm system which covers all possible entrances to the building. This alarm system is to be fitted by a NACOSS approved alarm company, serviced annually and maintained in good working condition.
5. The intruder and fire detection systems must be connected by a monitored signalling device to an alarm-receiving centre or the emergency services unless they are monitored internally by security personnel.
6. If, as a result of false calls, the police response to the system is downgraded withdrawn; or if there is a failure which renders the system ineffective; or if the system cannot be re-set immediately, guarding by trained personnel must be introduced until the police response is fully restored or the system is repaired or re-set.
7. Environmental conditions must be maintained 24-hours a day, 7-days a week throughout the loan period from the time the indemnified material arrives until it departs from the loan venue.
8. Relative humidity, temperature and light levels should be monitored throughout the loan period in the space containing indemnified material.
9. Paintings, drawings and similar objects must be secured to walls by mirrorplates and security screws or, if this is not possible for any reason, an acceptable alternative must be agreed with the National Security Adviser.
10. Small pictures, i.e. less than 450mm x 250mm (including frame), must not be displayed near windows, fire escapes or entrances and exits to the building.
11. Unglazed paintings, fragile or sensitive material must be protected by rope or other barriers which must be at least one metre from the exhibits or an acceptable alternative must be agreed with the National Security Adviser and Environmental Adviser.

12. Small portable objects must be exhibited in locked display cases which should be fitted with anti-bandit laminated glazing meeting British Standard BS5544. If the material consists of gold, silver, jewellery or items which are especially valuable, the cases must be fitted with alarm devices. The cases must be secured in a manner approved by the National Security Adviser.
13. All indemnified material must be displayed so that it is invigilated by trained personnel. This will normally mean at least one person to a room unless an acceptable alternative is agreed with the National Security Adviser.
14. Security or qualified staff must be continuously deployed in the exhibition rooms during the time the public is admitted and proper arrangements must be made for their relief for refreshment and other purposes. They must concentrate on the safety and security of the displayed material at all times.
15. When it is not possible to arrange for a gallery containing indemnified material to be properly invigilated it must be closed to the public.
16. There must be a form of drill with which every member of staff is familiar to cater for all emergencies.
17. An Emergency Plan should be drawn up and updated regularly to cope with emergencies such as: fire; smoke, escape of water from tank, pipe or appliance; theft; robbery; vandalism; storm; explosion; terrorist act; political act; flood; riot; civil commotion; pest attack; earthquake; collision by aircraft or other vehicle.
18. Staff performing security duties must have access to with communications equipment by which they can indicate that there is an emergency situation.
19. When meetings or other events are held in areas containing indemnified material consideration must be given as to an appropriate level of supervision.
20. Food or drink must not be allowed in the area containing the indemnified material except under arrangements approved by the National Security Adviser and Environmental Adviser of MLA.
21. Smoking must not be permitted at any time.
22. The arrangements for formal openings and private views must comply with all the above conditions.

**A In the event of loss or damage due to the specified conditions not having been observed the Secretary of State shall be entitled to conduct in the name of the owner or lender the pursuit or settlement of a claim against the borrower or a third party or to prosecute in the name of the owner. The Secretary of State shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the owner shall give all such information and assistance the Secretary of State may require.**

**B These conditions are the minimum requirements of the Government Indemnity Scheme, but borrowers should be aware that some lenders impose additional conditions which the borrower will be required to meet for the loan to proceed.**

For more information regarding the Government Indemnity Scheme see <http://www.mla.gov.uk>

## **APPENDIX 4:**

### **Guide to Transport Conditions under the Government Indemnity Scheme:**

1. Transport companies used to move object(s) must have experience in the transport of fragile and valuable artefacts with employees trained in the handling of such material and must be able to meet the conditions below and confirm this in writing.
2. When indemnified objects are sent out or brought in from abroad the company must have the ability and appropriate experience to handle consignments of valuable and fragile material. The company must be experienced in dealing with airport and seaport procedures and all necessary documentation.
3. The removal, packing, unpacking and transport of the loan material must be supervised by senior members of the transport company in consultation with the lender and/or borrower of the material.
4. Vehicles, whether owned by a transport company or the borrower or the lender, used for the transport of indemnified material must conform to the specifications in paragraphs 5 to 10 below.
5. Vehicles used should normally be closed vans (i.e. having solid sides and roof) with a windowless freight compartment separate from the driving cab. All vehicles to 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.
6. 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.
7. Vehicles and crew have to be equipped with appropriate means of communications such as fixed and/or mobile radio telephones for route monitoring and emergencies.
8. Keys to the freight compartment should be kept separate from the vehicle keys.
9. 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 are in attendance.
10. All vehicles must be provided with fire-fighting equipment appropriate to the load and the crew experienced in its use.
11. Whatever method of transport is used compliance with the operating conditions in paragraphs 12-19 is required.

12. A vehicle must carry two drivers on long journeys, or one driver and a courier on short journeys. The crew to consist of responsible persons experienced in the handling of valuable consignments and capable of dealing effectively with an emergency situation.
13. Where 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 mobile radio/telephone communications
14. The route needs to be carefully planned and the addresses and telephone numbers of emergency services should be carried by the crews and accompanying couriers.
15. Ideally the journey should be completed in one haul.
16. 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.
17. On no account should a vehicle be left unattended by the crew even in an emergency.
18. Special circumstances may apply to some overseas transport but arrangements must be no less rigorous than those specified above.
19. An effective "no smoking" policy must apply in areas containing loan material.

**A In the event of loss or damage due to the specified conditions not having been observed the Secretary of State shall be entitled to conduct in the name of the owner or lender the pursuit or settlement of a claim against the borrower or a third party or to prosecute in the name of the owner. The Secretary of State shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the owner shall give all such information and assistance the Secretary of State may require.**

**B These conditions are the minimum requirements of the Government Indemnity Scheme, but borrowers should be aware that some lenders impose additional conditions which the borrower will be required to meet for the loan to proceed.**

For more information regarding the Government Indemnity Scheme see <http://www.mla.gov>