



INTRODUCTION

The HAAF operates historic aircraft in an airworthy state. With the exception of tooling and general support equipment¹, the primary artefacts held by the HAAF comprise live aircraft and an inventory of spare parts to support them. The provenance and tracking of parts utilisation, both fitted and not fitted to live aircraft, is a fundamental component of continued airworthiness (CAw). Therefore, lending of artefacts to other organisations will only be considered if the organisation in question can meet 2 binding conditions:

- Demonstrate UK CAA approved CAw compliance through a recognised and assured UK CAA scheme.
- Demonstrate that the artefact(s) will continue to actively support the HAAF charitable artefacts whilst on loan.

REQUESTING ARTEFACTS FOR LOAN

For organisations that are interested in loaning artefacts from the HAAF Permanent Collection and meet the 2 binding conditions, enquirers should liaise in the first instance with the Chief Aircraft Engineer. Any discussion or correspondence relating to these initial enquiries does not commit the HAAF to the loan of any artefact.

ASSESSING REQUESTS FOR LOANS

All requests for loans will be considered by the HAAF Board of Directors within the guidance principles set out in this policy on the basis that loan requests that meet the 2 binding conditions will be infrequent and of merit. Loans to Government departments and the armed forces are permitted. Loans to private individuals or commercial organisations will be very carefully assessed. The Board will ensure at all borrowers are able to provide an acceptable standard of care and security for its artefacts. The Board should only consider deviation from this policy under exceptional circumstances, noting that the Board does retain this freedom.

The HAAF Board encourages interested parties to submit their applications at the earliest opportunity to provide the best possible chance to meet the request. The minimum period of notice for requesting any loan is six months. Overseas loans are not permitted. The Board may consider loan requests submitted with less than six months' notice in exceptional circumstances.

The Board will be transparent in handling loan requests including providing an explanation of any difficulties or delays, and full reasons behind any refusal to lend.

Where requests for reference material held within the HAAF Technical Publications Library are received from enquirers such as engineering and vintage restoration companies, such reference material will be provided in the form of copies rather than originals. The HAAF reserves the right to charge a fee for this service and require a licensing agreement to be in place.

¹ This policy does not apply to Tools and GSE which may be short-term loaned to and borrowed from other organizations, provided they are correctly accounted for.



ARTEFACTS THAT CANNOT BE LOANED

The HAAF will not loan out the following classes of artefact:

Those which are not owned by the Trustees of the HAAF.

Those which are in a fragile, poor, unstable or dangerous condition.

Those which are inherently dangerous (e.g. radioactive artefacts, those containing asbestos, etc) where the borrower does not have suitable licensing and/or resources in place to care for such artefacts.

Artefacts which are in use (or planned to be) within the HAAF, and a suitable substitution is not practical / available.

Original photographs and technical drawings.

Any artefact subject to legislative restrictions.

OTHER REASONS FOR REFUSAL TO LEND

The HAAF Board may decide against lending with the main reasons being:

The organisation making the request has been unable to furnish the Chairman with sufficient detail and / or strong enough reasons for loan.

There is insufficient time/resource available for loan consideration and preparation.

Concerns regarding environmental or security conditions.

There are ethical issues in lending to a particular organisation.

There are concerns about the financial stability of a borrowing organisation.

DUE DILIGENCE

The HAAF Board is committed to observing Due Diligence procedures, undertaking provenance checks to ensure good title in accordance with the HAAF Acquisition and Disposal Policy.

The HAAF will not knowingly acquire, borrow or lend any artefacts that are suspected to have been stolen, illegally imported, or illegally exported from the country of origin.



CONDITIONS APPLICABLE TO LOANS-OUT

Costs

The HAAF reserves the right to recover any costs associated with making a loan including (but not limited to) the following:

Insurance.

Specialist packing.

Transport to and from the loan organisation.

All expenses incurred through use of couriers, packers and other logistics specialists.

Conditioning/preservation and survey work carried out by the HAAF prior to the loan.

Expenses arising from initial valuation and calculation of component wear write-down values to inform pro-rata fees.

Expenses involved in the regular inspection of artefacts on loan.

Any charges deemed necessary to enable a loan will be communicated with the borrower in advance of the loan agreement being signed.

Fees

Legal fees related to the preparation and issue of the loan agreement will be passed to the Borrower.

Where an artefact is being loaned within the UK and will be subject to wear through usage, a pro-rata fee will be imposed. Due to the nature of wear in aircraft parts, this fee will be calculated on a case-by-case basis and communicated to the borrower, noting the work to do this is likely to raise a cost to the borrower.

The HAAF does not charge administration fees, however a recommended donation value will be provided to the borrower on the basis that the processing of the loan will consume volunteer time that would otherwise be spent in normal pursuit of the HAAF's charitable objects.

Where the artefact is being loaned for purposes involving an element of commercial profit to the borrower, the loan will be subject to a loan fee in addition to any loan administration costs.



Period of loan

The loan of artefacts will be for a specific time period that will be determined by the purpose of the loan. The maximum period for loans to different organisations before a Board review must be carried out is as follows:

Commercial/non-public institution/individual - 6 months

Armed Forces/Government dept - 12 months

Non-accredited aviation organisation/museum - 2 years

Accredited National museum, or organisation working towards accreditation status - 3 years

The HAAF recognises that the loan of certain artefacts will require a significant investment from the borrower. The loan term for these items will be considered on a case by case basis up to a 3 year loan period.

No single loan agreement will exceed 3 years, but the option to renew an existing agreement will be considered subject to the completion of a successful review. The review shall be carried out by the HAAF Board and may not be delegated.

Insurance & Indemnity

The HAAF is unable to insure or indemnify artefacts on loan. Therefore, the borrower must meet and demonstrate cover for all insurance costs applicable to all risks applicable to the intended use of the artefact. This insurance must be in place for the entire period that the artefact(s) are outside the curatorship of the HAAF.

Environmental, security and transport

All HAAF artefacts require particular conditions for storage, transport and use. The Borrower will be required to demonstrate to the HAAF Board that appropriate safety, health, environmental, climate and security measures are in place before any loan will be approved. This will include a site visit by members of the Board.

Handling techniques, environment and facilities required for all artefacts from the HAAF on loan will be specified in the Loan Agreement. The Borrower will be notified of any changes to specific conditions required for artefacts whilst on loan.

For the transporting of loaned artefacts, the HAAF Board must approve the transport agent and methodology for transport prior to the Borrower making a formal agreements with transport agents.

Damage or loss whilst on loan

The Borrower is responsible for the care and security of artefacts while on loan and must inform the HAAF Board immediately if damage or loss to an artefact occurs. In the event of damage, the Borrower will meet the cost of repair/restoration/replacement. In the event of total loss, the Borrower will be required to meet the cost of replacement or a financial settlement in lieu thereof.



Cancellation during preparation of a loan

The HAAF Board recognises that there can be valid reasons why a Borrower may cancel a loan before the artefact has been transferred. The Borrower should anticipate that, under such circumstances, the HAAF Board must consider charging any preparatory costs and fees incurred.

Burden of risk in transit

When an artefact is scheduled for outward loan, the Borrower or the Borrower's agent will be required to sign a formal proof of receipt. After this time, the artefact is the responsibility of the Borrower in all respects.

Credit line and exhibition/catalogue text

Wherever practicable, an acknowledgement reading 'On loan with the kind permission of the Historic Army Aircraft Flight' and displaying the HAAF logo must be given on all exhibition labels and programme/catalogue entries for artefacts agreed for loan under this policy.

The borrower must provide the HAAF Board with copies of exhibition labels and catalogue entries for artefacts on loan for approval prior to printing. The HAAF Board reserves the right to request alterations to any text relating to artefacts on loan that it deems unsuitable and will provide support to the borrower to do this.

AUTHORISATION

Following approval, the Chairman of the Board will sign the Loan Agreement on behalf of the Board Directors.

MANAGEMENT OF LOANED-OUT ARTEFACTS

Loan documents

Once all loan conditions have been met and associated arrangements have been agreed, a formal loan agreement will be prepared and issued. This document will set out the responsibilities and obligations of the borrower. The Loan Agreement must be signed by both parties and returned to the Chair of the HAAF Board, along with proof of insurance cover for the loan, prior to despatch of the artefact(s).

The terms and conditions of the loan agreement supersede any documentation the Borrower submits for the loan of artefacts from the Collection. The HAAF Board reserves the right to ask for amendments to any terms and conditions produced by the Borrower.

All loan documentation will be valid from the date of issue. Loan documentation will be interpreted in accordance with English Law and any disputes will be determined in English Law Courts.

The status of all artefacts loaned for over a year will be checked on a regular basis:

At a minimum, the HAAF Board will obtain written assurance from the Borrower regarding the artefacts' condition, utilisation and continued security at the mid-term point of the agreement. The status check dates/requirements will be agreed as part of the loan conditions.

Loan-Out Policy



In addition, HAAF expert volunteers will visit and inspect artefacts at intervals to be decided by the HAAF Board.

3. As with the Acquisition and Disposal policy, I suggest we frame this as “the Board will operate within the following guidance principles”. I say this because, in my experience, events always seem to present circumstance that the policy could never have predicted! As the Board could in any case tweak the policy and make an exceptional loan anyway, its probably best to allow the board to consider `` so we don't have to change the policy in such a case.