

ABERDEENSHIRE COUNCIL MUSEUMS SERVICE

LOANS IN POLICY

Purpose

1. The purpose of this Policy is to enable Aberdeenshire Council's Museums Service to be accountable for Item(s) it borrows and to control the process of borrowing. It therefore defines the permitted purposes, circumstances, authorisation levels and minimum documentation required for a loan in.

Scope/Extent

2. This Policy applies to all sites and branches of Aberdeenshire Council's Museums Service.
3. The Policy does not apply to Item(s) held under the terms of the **Entry Policy**.
4. It replaces any former Loans In Policy or Policy statement of Aberdeenshire Council's Museums Service. Any loans initiated and managed under a former Policy or Policy statement is now subject to this Policy. In due course reviews of extant loans in will be conducted and action plans drawn up to bring these into line with the Policy where possible.
5. The term 'Owner' is used throughout this Policy on the understanding that the Owner is also the 'Lender'. In the small number of cases where the Lender is not the Owner but a third party, the Museums Service must ensure that the Lender has the Owner's authority to act on their behalf.

Reasons for Borrowing

6. Item(s) may be borrowed by the Museums Service for the purposes of display and exhibition. Aberdeenshire Council's Museums Service does not accept loans on a 'storage only' basis. All loans to the Museums Service must fulfil the requirements set out in paragraphs 8 to 10 below.
7. The Policy does not apply to short-term deposits for the purpose of copying and digitisation, to Item(s) held as temporary deposits for the purpose of

identification or transfer to the Treasure Trove Unit for assessment (these are covered by the **Entry Policy**).

Criteria for Borrowing

8. Item(s) accepted on loan are those that relate to the theme of a specific display or exhibition. Any exceptions to this policy will be for the purpose of contextualisation of other exhibits and are to be approved by the Museums Development Co-ordinator.
9. In order to guarantee value for money, any consideration of a loan in will include an assessment of: the likely costs, risks and benefits accruing from the loan; any hazards associated with the loan Item(s); the provenance and title of the Item(s); the acceptability of any conditions requested by the Owner; the ability to obtain relevant import and export licences.
10. Aberdeenshire Council's Museums Service will not borrow Item(s) which are not fit to travel, nor will it borrow Item(s) which are not fit to be displayed, unless it has made prior arrangements with the Owner to conserve an Item(s) to display standard following its arrival at Aberdeenshire Museums Service.
11. Before agreeing to any loan in, the Museums Service requires reassurance from the Lender that it has no reasonable cause to believe that loaned material has been 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.

Lead-in Times for Borrowing

12. Loan requests must be in writing and should be submitted to potential lenders at least two months in advance of the beginning of the loan period. The Owner's minimum lead-in time will stipulate the exact time required.

Conditions Applicable to Loans In

13. Loans in will only proceed where the Owner is prepared to accept Aberdeenshire Council's Museums Service's conditions, as follow in paragraphs 13 to 43 below:
14. Permanent or indefinite loans are not permitted for any purpose. All loans in will be for a fixed period with the possibility of renewal.
15. In the case of loans for temporary exhibition, the loan period will be the period of the exhibition plus whatever time is reasonably required for transport, preparation, installation, de-installation, packing and return transport. The initial loan period will be between one month and one year.
16. In the case of loans in for long-term display, the loan period will be between one month and three years.

17. Aberdeenshire Council's Museums Service 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 costs for transport, couriers, photography, exhibition preparation, lenders' fees, independent valuation, and conservation required for immediate display purposes.
18. The Museums Service will extend the same general level of care and security to borrowed Item(s) as it does to its owned collections. Aberdeenshire Council's Museums Service may agree to additional measures of care and security at the request of the Owner or on the advice of specialists.
19. The Owner's written permission will be sought before any interventive work is carried out either to the 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. In cases where the Museums Service has undertaken conservation work, it may seek to recover all or part of such costs should the loan be terminated prematurely at the Owner's request.
20. Through borrowing, Aberdeenshire Council's Museums Service may become temporarily responsible for Item(s) which fall beyond its customary area of expertise. It will not, however, borrow Item(s) for which it does not have, or cannot procure, the specialist skill to handle, store, move or in any other way maintain, if such activities are required in order to borrow.
21. Except in the case of proven negligence on its part or the part of its staff, Aberdeenshire Council's Museums Service does not accept liability for loss of or damage to or deterioration of the Item(s) lent.
22. Aberdeenshire Council's Museums Service 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.
23. Aberdeenshire Council's Museums Service 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.
24. Aberdeenshire Council's Museums Service is under no liability for the 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).
25. If any Item(s) is damaged or there is a loss, e.g. theft, Aberdeenshire Council's Museums Service will immediately inform the Owner. If an Item(s) is damaged, an **Incident Report Form** will be prepared and procedures carried out. If there is a loss (e.g. theft) procedures as outlined in the **Loss Policy** will be carried out.
26. No Item(s) will be accepted as a loan in without a valuation agreed by both the Owner and Aberdeenshire Council's Museums Service. If the Owner and the

Museums Service cannot agree a valuation, one should be provided by an independent assessor, the cost of valuation to be met by Aberdeenshire Council's Museums Service.

27. For loaned Item(s) Aberdeenshire Council's Museums Service will provide insurance cover.
28. Aberdeenshire Council's Museums Service reserves the right to remove Item(s) to a place of safety in the event of an emergency.
29. Aberdeenshire Council's Museums Service cannot guarantee the display of a loaned Item(s). This will be made clear by the Museums Service to the Owner or their Agent at the time of arranging the loan.
30. Aberdeenshire Council's Museums Service 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.
31. Item(s) lent to Aberdeenshire Council's Museums Service 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 it is clear that such use is safe and non-damaging to staff, the public and the loaned Item(s).
32. Any requests for photographic images of loaned Item(s) will be referred to the Owner.
33. Any photographs taken by Aberdeenshire Council's Museums Service for record or publicity purposes remain the copyright of Aberdeenshire Council's Museums Service unless otherwise agreed with the Owner. The Museums Service 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.
34. No fees will be paid by Aberdeenshire Council's Museums Service to the Owner for use of photographs in which the copyright rests with the Museums Service.
35. The Owner or their Agent will be asked to keep Aberdeenshire Council's Museums Service informed of any changes of Ownership of the Item(s) or changes in contact details of the Owner during the period of the loan.
36. In the case where Ownership of the Item(s) has changed during the period of the loan, a new loans in 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.
37. If the Owner wishes to sell the loaned Item(s), the Owner must notify Aberdeenshire Council's Museums Service as soon as possible in order to terminate the loan and arrange the return of the Item(s) to the Owner.

38. In the case of the death of an Owner who is a private individual or an unincorporated organisation, the Owner's successors retain Ownership in perpetuity, and a new loan agreement with the new Owner will be required for the loan to continue.
39. In the case of the dissolution of a corporate body or institutional Owner, or the bankruptcy of an individual Owner, Aberdeenshire Council's Museums Service will take steps to find out who the Legal Owner is in order to reassure itself that it is returned to the Legal Owner.
40. If the loan in agreement is to expire, Aberdeenshire Council's Museums Service will contact the Owner three months prior to the expiry date to advise if the Museums Service wishes to renew the loan or return the Item(s).
41. Aberdeenshire Council's Museums Service or the Owner may terminate the loan with three months' notice in writing.
42. The Item(s) must be removed within the notice period.
43. Item(s) loaned to Aberdeenshire Council's Museums Service will not be lent to a third party without the prior written consent of the Owner.
44. In the event of any dispute or difference between the Owner and Aberdeenshire Council's Museums Service, 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 Aberdeenshire Council's Museums Service.

Accountability and Responsibility

45. As per Spectrum 5.1, all loans in will be recorded using a loan in agreement setting out the obligations and responsibilities of each party (the conditions of loan), agreed by both sides and without opportunity for ambiguity and contradiction. Wherever possible this will be Aberdeenshire Council's Museums Service's loan agreement. Where necessary this may be the agreement of the lending institution. On no account will two organisations' agreements be used as one may invalidate the other.
46. The **Loans in Agreement** shall be subject to Scots Law unless agreed otherwise with the Borrower, in which case appropriate legal advice may be sought by Aberdeenshire Council's Museums Service.
47. Aberdeenshire Council's Museums Service will only contract with an Owner, or their Agent appointed by him/her in writing.
48. Aberdeenshire Council's Museums Service will become responsible for a loaned Item(s) at the point at which its staff start to handle the Item(s) or is loaded onto an Aberdeenshire Council's Museums Service vehicle or the vehicle of a shipping company contracted by the Museums Service, whichever happens first.

49. Upon arrival at Aberdeenshire Council's Museums Service, each Item(s) will be unpacked and condition checked by a qualified member of staff and given a unique loan in number. The Museums Service should make every effort to ensure that all Item(s) on loan be accompanied by a condition report, as it is the basis from which the qualified member of staff can work.
50. Any remedial work requested by Aberdeenshire Council's Museums Service will be agreed in writing with the lender.
51. Upon completion and agreement of 47, Aberdeenshire Council's Museums Service's **Entry Form** will be signed by the member of staff administering the loan and a copy receipt sent to the lender.
52. All loans in will be recorded by Aberdeenshire Council's Museums Service in electronic databases and information about them retained in perpetuity.
53. Aberdeenshire Council's Museums Service will ensure that up-to-date information about the location, security, environment and condition of loaned Item(s) is maintained.
54. At the end of a loan Aberdeenshire Council's Museums Service's responsibility for loaned Item(s) will cease when the Owner or their Agent has accepted the Item(s) and signed Aberdeenshire Council's Museums Service's **Exit Form** and/or countersigned **Entry Form**. If Aberdeenshire Council's Museums Service is unable to obtain a signed copy of the **Exit Form** acknowledging receipt by the Owner, the Museums Service will advise the Owner in writing that Aberdeenshire Council's Museums Service ceased responsibility at the time the shipper received the Item(s).
55. Aberdeenshire Council's Museums Service's **Loans in Agreement** will include a declaration of sole Ownership on the part of the Owner or their Agent acting on their behalf.
56. Aberdeenshire Council's Museums Service will establish the copyright status of any Item(s) borrowed, whether original or reproduction, where possible.
57. Aberdeenshire Council's Museums Service will establish the credit line for use in caption and exhibition publicity during the course of the loan negotiation.

Authorisation

58. Aberdeenshire Council's Museums Service is mindful of the importance of building trust with prospective Owners and of maintaining its professional reputation. For these reasons, only authorised staff (i.e., Museums Development Co-ordinator, Museum Curator and/or Museum Conservator) may approach a potential Owner regarding a formal loan request.

Approval

59. The signatory to a standard agreement will be determined by the value of the loan and by the nature of the terms and conditions of the loan agreement.

60. The current levels of authorisation, i.e., signatories to the ***Loans in Agreement***, is:

Signatory Total value of loaned Item(s)

Museums Development Co-ordinator

Up to £100,000

Cultural Engagement Manager or Service Manager

£100,000 and above

Exceptions

61. There are no exceptions to this Policy.

Review

62. This Policy is subject to review every five years. The next date for review is 31 March 2030. The Policy may be reviewed at an earlier date if necessary.

Amy Miller
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