

ABERDEENSHIRE COUNCIL MUSEUMS SERVICE LOANS OUT POLICY

Purpose

1. The purpose of this Policy is to enable Aberdeenshire Council's Museums Service to be accountable for Item(s) it lends and to control the process of lending to Borrowers. It therefore defines the permitted purposes, circumstances, authorisation levels and minimum documentation required for loans out.

Scope/Extent

2. The Policy applies to the loan of accessioned Item(s) in Aberdeenshire Council's Museums Service's collection.
3. The loan or hire of copies or later generations of film or photographic negatives, prints or transparencies is subject to the Museums Service's photographic reproduction conditions and is outside the scope of this Policy.
4. The Policy does not apply to any Item(s) leaving Aberdeenshire Council's Museums Service for purposes of conservation or some form of assessment. The Museums Service's **Exit Policy** covers these movements.
5. The Policy does not apply to any Item(s) moved internally from one of the Museums Service's sites or branch museums to another. The movement of any Item(s) between Aberdeenshire Council's Museums Service's sites or branches is not constituted as loans out.
6. It replaces any former Loans Out Policy or Policy statement of Aberdeenshire Council's Museums Service. Any loans out initiated and managed under a former Policy or Policy statement is now subject to this Policy. In due course reviews of extant loans out will be conducted and action plans drawn up to bring these into line with the Policy where possible.

Reasons for Lending

7. Any Item(s) lent by Aberdeenshire Council's Museums Service may be for the purpose of public display/exhibition, public study, research and teaching.
8. An Item(s) may not be lent to private individuals or companies other than in exceptional circumstances. If Aberdeenshire Council's Museums Service lends to a private individual or company the borrower must:
 - a. Have a professional permanent staff competent to deal with the administration and handling of the loan; and
 - b. Meet the requirements of security as defined by the Museums Service curatorial staff; and
 - c. Meet the requirements of Aberdeenshire Council's Museums Service as to humidity, temperature and lighting conditions, and as to the construction and dressing materials employed in the display.
9. The decision to lend will be determined by Aberdeenshire Council's Museums Service reviewing each loan request on its individual merits to ensure that it complies with the conditions as outlined below and supports the Museums Service's own priorities and aims. Aberdeenshire Council's Museums Service must also determine if it has the resources available to prepare the loan.
10. Before agreeing to any loan, the Museums Service requires reassurance from the Borrower that it has no reasonable cause to believe that any object in the exhibition in which the loaned objects shall be displayed 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. Aberdeenshire Council's Museums Service requires written proof of this from the borrowing institution.

Exclusion

11. Aberdeenshire Council's Museums Service will not lend an Item(s) to film and television or media companies, including theatrical productions unless accompanied by an officer from the Museums Service.
12. Aberdeenshire Council's Museums Service will not lend an Item(s) which is not fit to travel or to be displayed, unless it has made prior arrangements with the Borrower to conserve an Item(s) to display standard prior to its departure from Aberdeenshire Council's Museums Service.
13. Aberdeenshire Council's Museums Service will not lend an Item(s) subject to licensing (including firearms and radioactive material) unless the Borrower holds and can provide the appropriate authority to acquire, possess and return the Item(s) in question.
14. Aberdeenshire Council's Museums Service will generally not lend original film or photographic negatives, prints, video or sound recordings.

Lead-in Time

15. The loan request letter, specifying the Item(s) requested, must be received by Aberdeenshire Council's Museums Service a minimum of six months in advance of the exhibition start date.

Conditions Applicable to Loans Out

16. Loans out will only proceed where the Borrower is prepared to accept Aberdeenshire Council's Museums Service's ***Terms and Conditions for Loans Out***, as outlined in the following paragraphs.
17. All loans out will be for a fixed period with the possibility of renewal. The initial loan period will be between one month and one year. Renewed loans will be between one month and three years.
18. 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.
19. For loans exceeding one year, the following conditions apply:
 - a. Aberdeenshire Council's Museums Service will request an annual Condition Report including a photograph of the Item(s) from each Borrower. A conservator, curator, registrar or an employee of the Borrowing venue can produce the Condition Report. If the Borrower does not provide a Report or the report raises issues of concern, a site visit may be required. **The cost of this visit will be borne by the Borrower.**
 - b. For non-museum venues an annual site visit will be carried out. **The cost of this visit will be borne by the Borrower.**
20. In general, a maximum number of three venues will be allowed for Item(s) borrowed for a touring exhibition. This may be increased or decreased based on Aberdeenshire Council's Museums Service's conservation assessment of the Item(s), the proposed loan destinations, length of loan and availability of the Item(s).

Costs

21. Unless a specific agreement has been made for an individual loan, the **Borrower will bear all direct costs** of borrowing, including transport, photography, conservation, display preparation (material costs), independent valuation, insurance, and regular inspection of the loaned Item(s). In addition, any costs arising from an insurable incident may be borne by the Borrower. This may include travel, legal fees or consultants' fees. In the case of any emergency interventive work, the Borrower may need to cover all associated costs. This may include travel and conservation consultants' fees.

22. The Borrower may be required to cover indirect costs such as staff time. This may include staff time to: administer the loan, prepare Item(s) for display, or courier the Item(s).
23. Aberdeenshire Council's Museums Service will advise the Borrower of any indirect costs to be covered at the time the loan is approved.
24. For any item or group of items, which present certain risks associated with the loan, Aberdeenshire Council's Museums Service may wish to send a courier who will be responsible for supervising handling, installation and de-installation. The courier, as the Museums Service's official representative, has the right to withdraw Item(s) from display where the stipulated requirements have not been met. **All courier costs including travel and subsistence will be borne by the Borrower.**
25. Aberdeenshire Council's Museums Service wishes to encourage public access to the collections and therefore does not charge a loan fee for lending for public exhibition and/or study.
26. Aberdeenshire Council's Museums Service will work with the Borrower to ensure costs are kept at a minimum for all parties.

Care

27. The Borrower **must** complete the ***UK Registrars Group Facilities Report*** along with the ***Display Case Supplement*** and ***Security Supplement***. Aberdeenshire Council's Museums Service will provide the Borrower with copies of these documents for completion.
28. Aberdeenshire Council's Museums Service may request additional measures of care and security on the advice of its own staff or of that of specialists including the Manager, Security and Protection Advice at Arts Council England. Special transport, handling, environmental and security requirements will be specified in the Loan Agreement.
29. All loans out will be condition-checked prior to packing and transport at Aberdeenshire Council's Museums Service's premises by the Museums Service's qualified member of staff.
30. All loans out will be condition-checked on arrival at the Borrower's premises, upon exit at the end of the loan period and at appropriate intervals during the loan period, by LLA Museums Service's courier and/or by the borrowing institution's staff. Records of condition checks will be sent to Aberdeenshire Council's Museums Service and kept on the loan file.
31. The Borrower must seek Aberdeenshire Council's Museums Service's written permission before any interventive work is carried out either to the loaned 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), the public or the borrowing institution's staff.

32. Any Item(s) borrowed from Aberdeenshire Council's Museums Service for the purpose of exhibition will not be operated, worn, entered into or climbed onto without the Museums Service's written permission.
33. **If the Borrower wishes to handle or move any Item(s) during the course of the loan, the Borrower will ask Aberdeenshire Council's Museums Service for permission to move the Item(s).** If the item(s) is for research purposes, the proposed handling and movement methods will be discussed and agreed prior to the loan going out.

Insurance

34. The **Borrower will be responsible for insuring all the items against all risks, nail-to-nail, and will be required to provide proof of cover prior to transport of the Item(s).** If the insurance coverage is not adequate, Aberdeenshire Council's Museums Service will approach a reputable commercial insurer to provide coverage. **Costs for this coverage will be borne by the Borrower.**

Monitoring

35. If the Item(s) is damaged during the period of loan, the Borrower will inform Aberdeenshire Council's Museums Service immediately and proceed to complete an ***Incident Report Form*** within seven days of the incident. An ***Incident Report Form*** will be provided to the Borrower by the Museums Service.
36. If there is a loss of the Item(s), e.g. theft, Aberdeenshire Council's Museums Service will carry out procedures as outlined in the ***Loss Policy***.
37. Aberdeenshire Council's Museums Service will be informed by the Borrower of 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.
38. Aberdeenshire Council's Museums Service will be allowed reasonable access to the loaned Item(s) during the loan period at a mutually convenient time arranged.
39. Aberdeenshire Council's Museums Service will stipulate in the ***Loans out Agreement*** the credit line for use in caption, catalogue and exhibition publicity during the course of the loan negotiation.
40. **If the Borrower wishes to take photographs or make other reproductions of the loaned Item(s) for commercial purposes, the Borrower must first have written permission from Aberdeenshire Council's Museums Service to do so.** A fee may be payable. Photography by members of the public for non-commercial purposes, and by the Borrower for the purpose of managing the Item(s) whilst it is on loan, is permitted within the limits of the relevant legislation.

41. A fee will be payable by the Borrower for the use of photographs provided by Aberdeenshire Council's Museums Service in which Aberdeenshire Council has copyright.

Termination

42. Aberdeenshire Council's Museums Service or the Borrower may terminate the loan with a minimum of one month's notice in writing.
43. In the event the Borrower does not comply with the terms and conditions of the loan, the loan may be terminated immediately.
44. Any Item(s) borrowed from Aberdeenshire Service's Museums Service will not be lent to a third party without prior consent from the Museums Service.
45. In the event of any dispute or difference between the Borrower 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 Borrower and Aberdeenshire Council's Museums Service.

Renewal or Extension of Loans Out

46. Prior to the end date of a loan out, Aberdeenshire's Museums Service will write to the Borrower advising if the Item(s) can be renewed for a further fixed period or must be returned.
47. The Borrower must write to Aberdeenshire Council's Museums Service requesting an extension to an exhibition loan as soon as possible.

Accountability and Responsibility

48. The Museums Development Co-ordinator will be informed of all new loans out on a quarterly basis.
49. Loans must be covered by a single ***Loans out Agreement*** appropriate to the size and complexity of the loan and approved by Aberdeenshire Council's Museums Service.
50. As per Spectrum 5.1, all loans out will be recorded using Aberdeenshire Council's Museums Service's ***Loans out 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.
51. The ***Loans out 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.
52. All loans out 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 requires that up-to-date information regarding the location, security, environment and condition of loaned Item(s) be maintained by the Borrower and may request proof of this at intervals during the loan.
54. The Borrower is responsible for a loaned Item(s) at the point at which its staff or agents start to handle the Item(s). This point of responsibility will begin when one of the following occurs:
- a. The Item(s) has been loaded onto a vehicle of a shipping company contracted by the Borrower; or
 - b. The Item(s) arrives at the Borrower's premises having been moved by Aberdeenshire Council's Museums Service's vehicle; or
 - c. The Item(s) has been loaded onto the Borrower's vehicle.
55. At the time the Borrower's responsibility begins, the Borrower or the Borrower's contracted shipper must sign Aberdeenshire Council's Museums Service's *Exit Form*.
56. The Borrower's responsibility will cease when either one of the following begins:
- a. the Item(s) is condition checked by Aberdeenshire Council's Museums Service and loaded onto the Museums Service's vehicle for return; or
 - b. the Item(s) arrives at Aberdeenshire Council's Museums Service on either the Borrower's vehicle or the vehicle of the shipping company contracted by the Borrower and condition checked by the Museums Service; or
 - c. Aberdeenshire Council's Museums Service has signed its own ***Exit Form***.

Authorisation

57. The signatory to an Aberdeenshire Council's Museums Service ***Loans out Agreement*** will be determined by the value of the loan and by the nature of the terms and conditions of the loan agreement.
58. The current levels of authorisation, i.e. signatories to the ***Loans out 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, all international loans and loans of firearms

Exceptions

59. There are no exceptions to this Policy.

Review

60. 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
12 May 2025

Approved