



ABERDEENSHIRE HERITAGE

LOANS IN POLICY

Purpose

1. The purpose of this Policy is to enable Aberdeenshire Heritage 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 Heritage.
3. The Policy does not apply to Item(s) held under the terms of the **Entry Policy** nor to those held under the terms of the **Handling Policy**.
4. It replaces any former Loans In Policy or Policy statement of Aberdeenshire Heritage. 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 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, Aberdeenshire Heritage 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 Aberdeenshire Heritage for the purposes of display/exhibition, exhibition preparation or in exceptional cases for public study and research, where there is demonstrable public benefit, for a period of a month or more.
7. The Policy does not apply to short-term loans for the purpose of copying (this is a form of acquisition and is covered in that policy and procedure), to Item(s) held as temporary deposits for the purpose of identification or potential acquisition (these are covered by the **Entry Policy**), or to Item(s) acquired for handling or other educational purposes which are not to be accessioned into the main collection (this is covered by the **Handling Policy**).

Criteria for Borrowing

8. Item(s) accepted on loan will normally be those that fall within Aberdeenshire Heritage's collecting remit or which 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 Principal Museums & Heritage Officer.

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 Heritage 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 Heritage.

Lead-in Times for Borrowing

11. 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.

12. In exceptional circumstances a loan in may be initiated by an Owner who recognises the benefit to the public of offering their Item(s) for display or public study and research. Such loans in will be subject to a lead-in time agreed by the appropriate Curatorial Officer.

Conditions Applicable to Loans In

13. Loans in will only proceed where the Owner is prepared to accept Aberdeenshire Heritage's conditions, as follow in paragraphs 14 to 44 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 five years.

16. In the case of loans in for public study and research or for long term display, the loan period will be will be between one month and five years.

17. Aberdeenshire Heritage 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. Aberdeenshire Heritage will extend the same general level of care and security to borrowed Item(s) as it does to its owned collections. Aberdeenshire Heritage 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 Aberdeenshire

Heritage 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 Heritage 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 Heritage does not accept liability for loss of or damage to or deterioration of the Item(s) lent.

22. Aberdeenshire Heritage 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 Heritage 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 Heritage 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 Heritage 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 Heritage. If the Owner and Aberdeenshire Heritage cannot agree a valuation, one should be provided by an independent assessor, the cost of valuation to be met by Aberdeenshire Heritage.

27. For loaned Item(s) Aberdeenshire Heritage will provide insurance cover.

28. Aberdeenshire Heritage reserves the right to remove Item(s) to a place of safety in the event of an emergency.

29. Aberdeenshire Heritage cannot guarantee the display of a loaned Item(s). This will be made clear by Aberdeenshire Heritage to the Owner or their Agent at the time of arranging the loan.

30. Aberdeenshire Heritage 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 Heritage 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. The taking of photographs in any of Aberdeenshire Heritage's branch museums is not allowed. Any requests for photographic images of loaned Item(s) will be referred to the Owner.

33. Any photographs taken by Aberdeenshire Heritage for record or publicity purposes remain the copyright of Aberdeenshire Heritage unless otherwise agreed with the Owner. Aberdeenshire Heritage 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 Heritage to the Owner for use of photographs in which the copyright rests with Aberdeenshire Heritage.

35. The Owner or their Agent will be asked to keep Aberdeenshire Heritage 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 Heritage 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, 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 Heritage 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 Heritage will contact the Owner three months prior to the expiry date to advise if Aberdeenshire Heritage wishes to renew the loan or return the Item(s).

41. Aberdeenshire Heritage 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 Heritage 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 Heritage, 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 Heritage.

Accountability and Responsibility

45. 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 Heritage'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 Heritage.

47. Aberdeenshire Heritage will only contract with an Owner, or their Agent appointed by him/her in writing.

48. Aberdeenshire Heritage 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 Heritage vehicle or the vehicle of a shipping company contracted by Aberdeenshire Heritage, whichever happens first.

49. Upon arrival at Aberdeenshire Heritage, each Item(s) will be unpacked and condition checked by a qualified member of staff and given a unique loan in number. Aberdeenshire Heritage 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 Heritage will be agreed in writing with the lender.

51. Upon completion and agreement of 47, Aberdeenshire Heritage'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 Heritage in electronic databases and information about them retained in perpetuity.

53. Aberdeenshire Heritage 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 Heritage's responsibility for loaned Item(s) will cease when the Owner or their Agent has accepted the Item(s) and signed Aberdeenshire Heritage's ***Exit Form***. If Aberdeenshire Heritage is unable to obtain a signed copy of the ***Exit Form*** acknowledging receipt by the Owner, Aberdeenshire Heritage will advise the Owner in writing that Aberdeenshire Heritage ceased responsibility at the time the shipper received the Item(s).

55. Aberdeenshire Heritage'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 Heritage will establish the copyright status of any Item(s) borrowed, whether original or reproduction, where possible.

57. Aberdeenshire Heritage will establish the credit line for use in caption and exhibition publicity during the course of the loan negotiation.

Authorisation

58. Aberdeenshire Heritage is mindful of the importance of building trust with prospective Owners and of maintaining its professional reputation. For these reasons, only authorised staff may approach a potential Owner with regard to a formal loan request (see paragraphs 59 to 60 below).

59. A loan in may be initiated for the purpose of public study or research. For such purposes authorised staff are the Principal Museums & Heritage Officer and the Curatorial Officers.

60. Loans in may be initiated for the purpose of exhibition related research. For such purposes authorised staff are the Principal Museums & Heritage Officer and the Curatorial Officers or their nominated representatives.

61. An Owner may also initiate a loan in. In such cases, in order to ensure overall benefit to Aberdeenshire Heritage, such cases will be referred to the relevant collecting or exhibition-organising department as specified in 59 and 60 above and this Policy will apply to all stages of discussion.

Approval

62. 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.

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

Signatory Total value of loaned Item(s)

Curatorial Officer

Up to £100,000

Principal Museums & Heritage Officer

£100,000 and above

Exceptions

64. There are no exceptions to this Policy.

Review

65. This Policy is subject to review every five years. The next date for review is October 2013. The Policy may be reviewed at an earlier date if necessary.
