APPENDIX 4



ABERDEENSHIRE HERITAGE HANDLING POLICY

Introduction

- 1. This Policy sets out Aberdeenshire Heritage's procedures for the acquisition of material specifically for use in Handling collections, and for the ultimate disposal of this material.
- 2. The Policy is also to enable Aberdeenshire Heritage to be accountable for Item(s) it lends as handling material and to control the process of lending to Borrowers. It therefore defines the permitted purposes, circumstances, authorisation levels and minimum documentation required for Handling loans out.

General Rules for Acquisition of Handling Material

- 3. The general rules for acquisition, as set out in Section 2 of the *Acquisition and Disposal Policies 2007-12*, will apply equally to the *Handling Policy*.
- 4. Aberdeenshire Heritage recognises its responsibility, in making new acquisitions of Handling material, to ensure that care, documentation and use of the material will meet the Accreditation Standard. Accordingly, it will consider limitations on collecting imposed by factors such as inadequate staffing, storage and care of collections arrangements.
- 5. Aberdeenshire Heritage will exercise due diligence and will make every effort not to acquire any object or specimen for Handling unless the governing body or responsible officer is satisfied that the museum can acquire valid title to the item in question.
- 6. The general rules for collecting, as set out in Section 3 of the *Acquisition and Disposal Policies 2007-12*, will apply equally to the *Handling Policy*.

Disposal of Handling Material

- 7. By definition, Aberdeenshire Heritage has a long-term purpose and should possess (or intend to acquire) permanent collections in relation to its stated objectives. Aberdeenshire Council accepts the principle that, except for sound curatorial reasons and in very specific circumstances, there is a strong presumption against the disposal of any items in the museum's collection.
- 8. Handling material, by the very nature of its use, however, may eventually become so worn or damaged so as to be of no further value for its intended purpose.
- 9. No Handling collections item may be disposed of without the specific authority of the Principal Museums & Heritage Officer, acting on the advice of relevant Curatorial Officers.

10. The destruction of a Handling collections item will only be acceptable if it has been seriously damaged, or has deteriorated beyond the point of further usefulness to the collection. Destruction of the item must be carried out in a discreet, confidential and permanent fashion.

11. Full records and photographs will be kept of all disposals from Aberdeenshire Heritage's Handling collections. Where items have been disposed of, this shall be recorded in the appropriate register.

Scope/Extent of Handling Loans

- 12. The Policy applies to the loan of Item(s) defined as Handling material.
- 13. The Policy does not apply to any Item(s) leaving Aberdeenshire Heritage for purposes of conservation or some form of assessment. Aberdeenshire Heritage's *Exit Policy* covers these movements.
- 14. The Policy does not apply to any Handling Item(s) moved internally from one of Aberdeenshire Heritage's sites or branch museums to another. The movement of any Handling Item(s) between Aberdeenshire Heritage's sites or branches is not constituted as Handling Items loans out.
- 15. It replaces any former Handling Policy or Policy statement of Aberdeenshire Heritage. Any Handling loans out initiated and managed under a former Policy or Policy statement is now subject to this Policy. In due course reviews of extant Handling loans out will be conducted and action plans drawn up to bring these into line with the Policy where possible.

Reasons for Lending

- 16. Any Handling Item(s) lent by Aberdeenshire Heritage may be for the purpose of public display/exhibition, public study, research and teaching.
- 17. The decision to lend will be determined by Aberdeenshire Heritage reviewing each loan request on its individual merits to ensure that it complies with the conditions as outlined below and supports Aberdeenshire Heritage's own priorities and aims. Aberdeenshire Heritage must also determine if it has the resources available to prepare the loan.

Lead-in Time

18. The loan request, specifying the Item(s) requested, should be received by Aberdeenshire Heritage as early as possible before the loan start date.

Conditions Applicable to Handling Loans Out

- 19. Handling loans out will only proceed where the Borrower is prepared to accept Aberdeenshire Heritage's *Handling Objects Terms and Conditions*, as outlined in the following paragraphs.
- 20. All Handling loans out will be for a fixed period, usually one month, with the possibility of renewal.

Costs

21. Aberdeenshire Heritage wishes to encourage public access to the collections and therefore does not charge a loan fee for lending Handling material.

Care

22. All Handling loans out will be condition-checked prior to packing and transport at Aberdeenshire Heritage's premises by Aberdeenshire Heritage's qualified member of staff, and again on the return of material to Aberdeenshire Heritage. Records of condition checks will be kept on the Handling loan file.

Monitoring

- 23. If the Item(s) is damaged during the period of loan, the Borrower will inform Aberdeenshire Heritage as soon as possible and will be required to complete an *Incident Report Form*. An *Incident Report Form* will be provided to the Borrower by Aberdeenshire Heritage.
- 24. If there is a loss of the Item(s), e.g. theft, Aberdeenshire Heritage will carry out procedures as outlined in the *Loss Policy*.
- 25. Aberdeenshire Heritage will be allowed reasonable access to the loaned Item(s) during the loan period at a mutually convenient time arranged.
- 26. Aberdeenshire Heritage will stipulate in the *Handling Objects Loans out Agreement* the credit line for use in caption, catalogue and exhibition publicity during the course of the loan negotiation.
- 27. 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 by Aberdeenshire Heritage 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.

Termination

- 28. Aberdeenshire Heritage or the Borrower may terminate the loan with a minimum of one month's notice in writing.
- 29. In the event the Borrower does not comply with the terms and conditions of the loan, the loan may be terminated immediately.
- 30. Any Handling Item(s) borrowed from Aberdeenshire Heritage will not be lent to a third party without prior consent from Aberdeenshire Heritage.
- 31. In the event of any dispute or difference between the Borrower 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 Borrower and Aberdeenshire Heritage.

Renewal or Extension of Handling Loans Out

32. The Borrower must write to Aberdeenshire Heritage requesting an extension to a Handling loan as soon as possible.

Accountability and Responsibility

33. The Principal Museums & Heritage Officer will be informed of all new Handling loans out on a quarterly basis.

- 34. Handling loans must be covered by a single *Handling Objects Loans out Agreement* appropriate to the size and complexity of the loan and approved by Aberdeenshire Heritage.
- 35. All Handling loans out will be recorded using Aberdeenshire Heritage's *Handling Objects 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.
- 36. The *Handling Objects 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 Heritage.
- 37. All Handling loans out will be recorded by Aberdeenshire Heritage in electronic databases and information about them retained in perpetuity.
- 38. The Borrower is responsible for a Handling 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:
 - The Item(s) arrives at the Borrower's premises having been moved by Aberdeenshire Heritage's vehicle; or
 - b. The Item(s) has been loaded onto the Borrower's vehicle.
- 39. The Borrower's responsibility will cease when either one of the following begins:
 - a. the Item(s) is condition checked by Aberdeenshire Heritage and loaded onto Aberdeenshire Heritage's vehicle for return; or
 - b. the Item(s) arrives at Aberdeenshire Heritage on either the Borrower's vehicle or the vehicle of the shipping company contracted by the Borrower and condition checked by Aberdeenshire Heritage.

Authorisation

40. The signatory to an Aberdeenshire Heritage *Handling Objects Loans out***Agreement* will be from the Administrative staff or the Interpretation & Access staff.

Exceptions

41. There are no exceptions to this Policy.

Review

42. 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.