



## **Museum nan Eilean**

### **Loans Policy**

**Reviewed:** January 2017  
**Policy adopted:** February 2017  
**Date for review:** January 2020

## **LOANS POLICY**

### **1.0 Introduction**

- 1.1 This policy covers all loans of objects to and from Museum nan Eilean (MnE), for any length of time.
- 1.2 The policy applies to the full range of loans, from single objects to travelling exhibitions containing multiple items. It does not apply to enquiries, handling collections or schools loans material.

### **2.0 Principles**

- 2.1 MnE makes loans for the following reasons:
  - to further knowledge, understanding and scholarship relating to the collections in its care
  - to increase regional, national and international co-operation by the exchange of objects and exhibitions
  - to make collections more widely accessible to the public for whom they are held in trust
- 2.2 The procedure by which loans, both incoming and outgoing, are handled, is intended to ensure that MnE acts in a professional and responsible manner: agreeing to loan only appropriate objects to appropriate borrowers; minimising all risks and protecting objects whilst they are out of MnE's direct control; managing all loan agreements in a consistent and efficient manner; and providing full documentation to support loan activities.

- 2.3 All requests to borrow material from MnE will be considered individually and on their own merit. Strict conditions may apply to the loan of certain items, for example birds' eggs, human skeletal material and weapons. The decision to accept or refuse a request will be based on the guidelines laid out in sections three and four.
- 2.4 The borrowing institution shall ensure that all relevant loan conditions are brought to the attention of the curators and designers responsible for the exhibition / loan.

### **3.0 Outgoing Loans**

#### **3.1 What will be loaned out**

- 3.1.1 MnE will only loan out objects that are accessioned and / or to which it has full title. Only objects in a stable condition will be loaned out. The condition of the object(s) will be checked before leaving MnE premises and again on returning to MnE premises. If an object requires conservation treatment to go out on loan, the costs will normally be met by the borrower.
- 3.1.2 MnE may withdraw the object(s) from loan at any time, and will do so if, for example, arrangements for customs examination, security or exhibition prove to be unsatisfactory. The costs incurred in the return of the object(s) (including the travel and subsistence expenses of the council's representative) shall be paid by the borrowing institution as if the loan had terminated normally.

## **3.2 Who MnE will loan out to**

- 3.2.1 MnE will consider loan requests from museums and other organisations for the purposes of display, research, photography and education. A minimum of two months notice will normally be required and all requests for loans should be submitted in writing.
- 3.2.2 All arrangements will be confirmed in writing and the agreements signed by both lender and borrower before the loan commences. MnE will maintain a record of all loans, including details of the borrower, the venue, the loan period and the purpose of the loan.
- 3.2.3 All loans from MnE must be covered by either an adequate commercial insurance or an indemnity. Insurance valuations shall be agreed in writing by the borrower and lender before the loan commences.
- 3.2.4 Loans will be for a finite period, to be agreed in advance by the borrower and lender. Permanent loans will not be made.
- 3.2.5 During a single extended tour, each venue must be assessed and accepted in advance of the tour either by MnE's staff or an approved representative.
- 3.2.6 Loans will not be approved if there is a risk to the objects from insufficient security, poor environmental conditions, war, terrorism or political unrest.

### **3.3 During the period of the loan**

- 3.3.1 All objects forming a loan shall be included in the exhibition specified. If, for any reason, an object is not to be included once it has been couriered to the borrowing institution, then it shall be returned immediately to MnE with the approved courier at the expense of the borrowing institution. MnE's representatives shall be allowed access to the borrowing institution's premises at any reasonable time to inspect objects.
- 3.3.2 Packing and transportation costs shall be met by the borrowing institution and the carrier and their work methods shall be approved in advance, in writing, by MnE. It is the responsibility of the borrower to ensure that all relevant licences and permits are obtained before material is sent overseas and must provide evidence of this to MnE for approval in advance of the loan. The most direct routes and means of conveyance of the object(s) shall be used.
- 3.3.3 The condition of all loan objects will be documented, written and photographic, prior to transport. Objects must be condition checked on arrival/installation at the borrowing institution by MnE staff, or nominated representative, and a member of staff from the borrowing institution. Objects will be condition checked at deinstallation/packing prior to return and again on return to MnE.
- 3.3.4 Objects shall be unpacked and installed only on exhibition premises. All unpacking, installation, handling and re-packing shall be carried out only by staff from MnE or by an approved representative, whose travel and subsistence expenses shall be met by the borrowing institution. After installation, the object(s) may not be handled or removed from the display cases for any purpose, except by authorised MnE staff from or their

- approved representative, unless such handling or removal is essential for the safety of the object(s) in an emergency.
- 3.3.5 During the period of the loan, the responsibility for safekeeping of object(s) shall lie with the borrowing institution which shall not lend or otherwise dispose of it / them to other parties. The premises in which the loan object(s) shall be housed shall in all respects be safe, secure and in accordance with the recommendations and requirements of MnE. As a minimum the museum will request 24-hour security cover for the object(s) during the loan period. Any additional special protective measures that MnE may require shall be provided against the risk of loss or damage from any cause. The borrowing institution should have a comprehensive emergency plan in place and have undertaken a risk assessment prior to the commencement of the loan.
- 3.3.6 All objects shall be exhibited in secure, locked or sealed cases, unless otherwise agreed in writing. The case design and specifications shall be approved by MnE before the loan commences and should include notifications of all materials to be used in and within the case. Any mounts or methods of support for special objects provided by the borrowing institution shall be approved beforehand by MnE.
- 3.3.7 Objects on loan for research purposes must be handled and stored safely, with due regard to security and environmental conditions and in accordance with any guidelines specified by MnE.
- 3.3.8 Public access to the loan object(s) will only be permitted while the material is displayed in accordance with agreed guidelines. Access outside normal working hours or by third parties will only be permitted by prior arrangement with MnE.

- 3.3.9 Temperature, relative humidity and light levels shall conform to requirements specified by MnE. MnE reserves the right to request environmental data and to accept or reject a loan request on the basis of this information.
- 3.3.10 No smoking, eating or drinking is permitted in any area where the object(s) is / are housed or displayed.
- 3.3.11 The borrowing institution shall ensure that the approved environmental conditions are maintained throughout the loan period. If these conditions cannot be maintained for any reason, the borrowing institution shall consult MnE immediately.
- 3.3.12 No conservation work may be undertaken without the prior written permission of MnE. Any agreed work undertaken by the borrowing institution or by an approved third party on their behalf shall be fully documented. The borrowing institution shall bear the cost of this work.
- 3.3.13 MnE reserves the right to visit the borrowing institution to inspect damage or approved repairs to any of its objects. The costs for such visits shall be borne by the borrowing institution.
- 3.3.14 No additions or removals will be permitted to an object on loan to another institution. No sampling may be undertaken without the prior written permission of MnE.
- 3.3.15 No attached labels or numbers may be removed from an object.
- 3.3.16 The borrowing institution will inform MnE at the earliest possible opportunity of any building works or alterations that will be undertaken

during the period of the loan that may affect the area where the object(s) is / are housed or displayed.

### **3.4 Photography, Reproduction, Copyright and Publicity**

3.4.1 For the purpose of record and security, adequate photographs are required of all objects leaving MnE premises on loan. If new photographs are necessary to meet this requirement, these will be made at the expense of the borrowing institution.

3.4.2 Conditions of photography of objects will be decided in advance of a loan and specified in the Loan Agreement. Reproduction of images will be subject to the Image Licensing Agreement and its scale of charges. The production of replicas of objects is not permitted without prior agreement.

3.4.3 Acknowledgements / credits should be made in all relevant display and promotional materials. Two copies of any exhibition catalogue featuring the object(s) should be supplied to MnE.

## **4.0 Incoming Loans**

### **4.1 What MnE will borrow**

4.1.1 MnE will only borrow material if we are certain the lender has full title to the object(s) and the authority to loan the object(s) to us.

4.1.2 Objects will only be borrowed if MnE has the relevant resources to properly care for and / or display them.

4.1.3 Only objects that are in a stable condition will be borrowed. The condition of the object(s) will be checked and recorded on arrival at, and departure from, MnE premises.

## **4.2 Who MnE will borrow from**

4.2.1 MnE will borrow objects from other museums, institutions, companies and individuals for research, display, photography and education.

4.2.2 All arrangements will be confirmed in writing and agreements signed by both borrower and lender before the loan commences. MnE will maintain a record of all loans in, including details of the lender, the agreed loan period and the purpose of the loan.

4.2.3 MnE will undertake to cover all loans in by either an adequate commercial insurance or an indemnity. The museum will agree an insurance valuation in advance with the lender. MnE's galleries and stores are covered by 24-hour security and environmental monitoring.

4.2.4 All loans in will be for a finite period, to be agreed in advance between the borrower and lender. No permanent loans will be arranged or accepted. The maximum period an object will be borrowed for before the loan is renewed is one year.

4.2.5 Responsibility lies with the lender to inform MnE of any change in their circumstances during the period of the loan e.g. change of address or contact details. If, at the end of the loan period, the original lender cannot be contacted or has died, advice will be sought from the MnE's solicitor as to how to proceed. MnE may be interested in accessioning the material or disposing of it, in accordance with the acquisition and disposal policies.

### **4.3 During the period of the loan**

- 4.3.1 All items specified in the loan will be included in the exhibition specified. Any proposed changes in the dates of an exhibition will be discussed immediately with the lender.
- 4.3.2 MnE shall seek advance approval on all packing and transportation arrangements with the lender.
- 4.3.3 All unpacking, installation, handling and re-packing shall be carried out on MnE premises, unless otherwise arranged with the lender.
- 4.3.4 During the period of the loan and while the object(s) is / are on MnE premises, responsibility for the safekeeping of the object(s) will lie with MnE who will not lend or otherwise dispose of it / them to other parties. Objects on loan to MnE will be afforded the same standards of care, security and display as are afforded to the council's own permanent collections. MnE's emergency plans set out arrangements for the care of all borrowed objects in the event of an emergency.
- 4.3.5 All objects shall be exhibited in secure, locked or sealed cases unless otherwise agreed with the lender. The case designs and specifications shall be approved beforehand by the lender. Public access to the borrowed object(s) will only be permitted while the material is displayed in accordance with agreed guidelines. Access outside normal working hours, or by third parties, will only be permitted by prior written agreements with the lender.
- 4.3.6 MnE employs a permanent, full time conservation officer who ensures all objects are checked on entry and exit, and monitors conditions for storage

and display. Any special conservation or security arrangements will be confirmed in writing with the lender prior to the commencement of the loan. No smoking, eating or drinking is permitted in any part of MnE's galleries or stores.

4.3.7 No conservation work will be undertaken on borrowed material without the prior written permission of the lender. No sampling will be undertaken without the prior written permission of the lender, nor will any attached labels or numbers be removed without prior written permission from the lender.

4.3.8 The lender will be notified of any proposed building works or alterations in the vicinity of the borrowed material that may affect its security or environment during the period of the loan.

#### **4.4 Photography, Reproduction, Copyright and Publicity**

4.4.1 The object(s) will not be photographed while in the care of MnE, without the prior written consent of the lender having been obtained.

4.4.2 Acknowledgements / credits, where appropriate, will be included in relevant display and promotional materials. Specifics, such as wording or phrasing, will be agreed with the lender in advance of the loan.

**THIS PAGE HAS BEEN DELIBERATELY LEFT BLANK**

# Museum nan Eilean Loan Agreement

Lews Castle, Stornoway, Isle of Lewis, HS2 0XS. TEL 01851 822746

To accompany (delete as applicable) Entry Form / Exit Form: \_\_\_\_\_

---

The following material has been requested on loan by:

**Contact Name:**

**Organisation & Address:**

**Telephone Number:**

**E-mail:**

From:

**Contact Name:**

**Organisation & Address:**

**Telephone Number:**

**E-mail:**

For the purpose of: \_\_\_\_\_

The duration of the loan shall be from: \_\_\_\_\_ to \_\_\_\_\_  
or such longer or shorter time as shall be mutually agreed.

<b>Accession Number</b>	<b>Valuation</b>	<b>Description of Object(s)</b>
-------------------------	------------------	---------------------------------

**Special Conditions:**

**I have read, understood and accepted the attached Loans Policy and Loan Agreement and any special conditions.**

Signed By:

Date:

On Behalf of: Museum nan Eilean

Signed By:

Date:

On Behalf of: