**Loans Out Policy**

**PURPOSE**

1. The purpose of this Policy is to enable the Powell-Cotton Museum (hereafter ‘The Museum’) 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**

1. This Policy applies to the Museum’s accessioned collections and non-accessioned material managed by the Collections Department. This includes all objects, natural history specimens and archival material as identified in the Museum’s Collections Development Policy. The Museum will not loan material that is already on loan to the Museum from a third party.
2. The Policy does not apply to any Item(s) leaving the Museum for purposes of conservation or some form of assessment. The Museum’s Exit Policy covers these movements.
3. The Policy does not apply to any Item(s) moved internally from one Museum Department to another (for example, for use in engagement activities). The movement of any Item(s) between the Museum’s departments is not constituted as Loans Out.
4. It replaces any former Loans Out Policy or Policy statement of the Museum. 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**

1. Any Item(s) lent by the Museum may be for the purpose of public display/exhibition, public study, research and teaching.
2. Item(s) will be lent to museums, universities, other educational institutions and publicly accessible arts and heritage venues that have or can make available suitable provisions for the care and security of the item(s) borrowed.
3. Item(s) will only be lent to private individuals or companies under exceptional circumstances. If the Museum lends to a private individual or company the borrower must:
4. Have a professional permanent staff competent to deal with the administration and handling of the loan
5. Meet the requirements of security as defined the Museum’s Head of Collections and Engagement
6. Meet the requirements of the Museum as to humidity, temperature and lighting conditions, and as to the construction and dressing materials employed in the display
7. Loans for research will only be agreed if the researcher is affiliated with or has secured access to the use of an approved institution and the appropriate agreed security and storage.
8. The decision to lend will be determined by the Museum reviewing each loan request on its individual merits to ensure that it complies with the conditions as outlined below and supports the Museum’s own priorities and aims. The Museum must also determine if it has the resources available to prepare the loan.
9. Before agreeing to any loan, the Museum 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. The Museum requires written proof of this from the borrowing institution.
10. If available from their Government, the Borrower will provide the Museum with Immunity from Seizure Documentation. In the absence of Immunity from Seizure Documentation the Borrower must assure that if a third party makes a claim, they will make every effort to ensure this is made after the item has returned to the UK.

**EXCLUSION**

1. The Museum 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 it to display standard prior to its departure from the Museum.
2. The Museum will not lend an Item(s) subject to licensing (such as firearms) unless the Borrower holds and can provide the appropriate authority to acquire, possess and return the Item(s) in question.
3. The Museum will not lend Item(s) that it deems will be at risk for any reason through the loans process.

**LEAD IN TIME**

1. For exhibition loans, the loan request letter, specifying the Item(s) requested, must be received by the Museum a minimum of three months from the UK, Channel Islands and the Isle of Man, six months in Europe and 12 months for International, in advance of the exhibition start date.
2. For research loans, the loan request letter, specifying the Items(s) requested, must be received by the Museum a minimum of four weeks from the UK, Channel Islands and the Isle of Man, six months in Europe and 12 months for International, in advance of the date the Items(s) are to be collected / shipped.

**CONDITIONS APPLICABLE TO LOANS OUT**

1. Loans out will only proceed where the Borrower is prepared to accept the Museum's Terms and Conditions, as outlined in the following paragraphs and in the Museum’s Research Loans Terms and Conditions (where applicable).
2. All loans out will be for a fixed period with the possibility of renewal. The initial loan period will be between one week and one year, with the exception of large items which may be loaned for three years.
3. 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.
4. For long-term loans out, the following conditions apply:
5. The Museum 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
6. Long-term loans will be allowed for display purposes only. If an Item(s) is taken off display, it must be returned to the Museum. The cost of this will be borne by the Borrower

**COSTS**

1. The Museum does not charge a loan fee but will require the Borrower to bear the costs of the loan as detailed below.
2. 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), 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.
3. The Borrower may be required to cover indirect costs such as staff time. This may include staff time to: administer the loan, prepare items for display, or courier the Item(s).
4. The Museum will advise the Borrower of any indirect costs to be covered at the time the loan is approved.
5. For any item or group of items, which present certain risks associated with the loan, the Museum may wish to send a courier who will be responsible for supervising handling, installation and deinstallation. The courier, as the Museum’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.
6. The Museum will work with the Borrower to ensure costs are kept at a minimum for all parties.

**CARE**

1. For exhibitions, the Borrower must complete the UK Registrars Group Facilities Report along with the Display Case Supplement and Security Supplement. The Museum will provide the borrower with copies of these documents for completion.
2. The Museum may request additional measures of care and security on the advice of its own staff. Special transport, handling, environmental and security requirements will be specified in the Loan Agreement.
3. All loans out will be condition-checked prior to packing and transport at the Museum’s premises by the Museum’s qualified member of staff and/or Borrower or it’s appointed agent.
4. 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 the Museum’s courier and/or by the borrowing institution’s staff. Records of condition checks will be sent to the Museum and kept on the loan file.
5. The Borrower must seek the Museum’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.
6. Any Item(s) borrowed from the Museum for the purpose of exhibition will not be operated, worn, entered into or climbed onto without the Museum’s written permission.
7. If the Borrower wishes to handle or move any Item(s) during the course of the loan, the Borrower will ask the Museum 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**

1. 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). Costs for this coverage will be borne by the Borrower.

**MONITORING**

1. If the Item(s) is damaged during the period of the loan, the Borrower will inform the Museum 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 Museum.
2. If there is a loss of the Item(s) e.g. theft, the Museum will be informed immediately.
3. The Museum 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.
4. The Museum will be allowed reasonable access to the loaned Item(s) during the loan period at a mutually convenient time arranged.
5. The Museum will stipulate in the Loans Out Agreement the credit line for use in caption, catalogue and exhibition publicity.
6. 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 the Museum 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.
7. A fee will be payable by the Borrower for the use of photographs provided by the Museum in which the Museum has copyright.

**TERMINATION**

1. The Museum or the Borrower may terminate the loan with a minimum of two months’ notice in writing.
2. In the event the Borrower does not comply with the terms and conditions of the loan, the loan may be terminated immediately.
3. Any Item(s) borrowed from the Museum will not be lent to a third party without prior consent from the Museum.
4. In the event of any dispute or difference between the Borrower and the Museum, both parties will attempt to resolve such dispute or difference without recourse to a third party. Should it prove impossible to resolve such a 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 the Museum.

**RENEWAL OR EXTENTION OF LONG-TERM LOANS OUT**

1. Prior to the end date of a long-term loan out, the Museum will write to the Borrower advising if the Item(s) can be renewed for a further fixed period or must be returned.
2. The Borrower must write to the Museum requesting an extension to an exhibition loan as soon as possible.

**ACCOUNTABILITY AND RESPONSIBILITY**

1. The Head of Collections and Engagement will be responsible for all loans. The Head of Collections and Engagement will make the Director aware of loans out on a quarterly basis.
2. Loans must be covered by a single Loans Out Agreement appropriate to the size and complexity of the loan and approved by the Museum.
3. All loans out will be recorded using the Museum’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.
4. The Loans Out Agreement shall be subject to the laws of England unless agreed otherwise with the Borrower, in which case appropriate legal advice may be sought by the Museum.
5. All loans out will be recorded by the Museum in electronic and hardcopy form and information about them retained in perpetuity.
6. The Museum 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.
7. 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:
8. The Item(s) has been loaded onto a vehicle of a shipping company
9. contracted by the Borrower; or
10. The Item(s) arrives at the Borrower’s premises having been moved by the Museum’s vehicle; or
11. The Item(s) has been loaded onto the Borrower’s vehicle.
12. At the time the Borrower’s responsibility begins, the Borrower or the Borrower’s contracted shipper must sign the Museum’s Loans Out receipt.
13. The Borrower’s responsibility will cease when either one of the following begins:
14. the Item(s) is condition checked by the Museum and loaded onto the Museum’s vehicle for return; or
15. the Item(s) arrives at the Museum on either the Borrower’s vehicle or the vehicle of the shipping company contracted by the Borrower and condition checked by the Museum; or
16. the Museum has signed its own Loans Out Return Receipt

**AUTHORISATION**

1. The signatory to a Powell-Cotton Museum Loans Out Agreement will be either the Head of Collections and Engagement or Curator of Natural History. In the absence of either, the Agreement may be signed by the Director or, with prior approval, the Collections Assistant.

**EXCEPTIONS**

1. There are no exceptions to this Policy.

**REVIEW**

1. This Policy is subject to review every five years. The next date for review is March 2024. The Policy may be reviewed at an earlier date if necessary.