

# **STAFFORDSHIRE ARCHIVES & HERITAGE**

## **LOANS POLICY**

**June 2018**

**DATE APPROVED BY GOVERNING BODY: 28/06/2018**

**DATE AT WHICH POLICY DUE FOR REVIEW: 30/06/2018**

## **1. INTRODUCTION**

- 1.1 Staffordshire Archives and Heritage comprises Staffordshire and Stoke on Trent Archive Service, the William Salt Library and the County Museum Service. The Staffordshire and Stoke on Trent Archive Service is an Accredited Archive Service administered and funded by Staffordshire County Council and Stoke on Trent City Council under a joint agreement. The William Salt Library is a charitable library managed by the Archive Service on behalf of the Trustees. The County Museum is an Accredited Museum funded by Staffordshire County Council and works in partnership with museums across the region to provide museum development support.

The service operates two record offices, the William Salt Library, and three collection outstores. A significant proportion of the County Museum's collection is on long term loan and display at Shugborough Estate. The Archive Service provides services for Staffordshire County Council in relation to its legal documents and archives.

The vision for the service is:

*Connecting people to the collected stories and heritage of Staffordshire, Stoke on Trent and beyond.*

The mission is:

*To connect people to the memories of Staffordshire and Stoke on Trent, by engaging them with the collections we develop and preserve for current and future generations.*

- 1.2 Staffordshire Archive and Heritage Service is committed to widening physical access to its collections. It makes loans for the following reasons:
- to widen physical and intellectual access to its collections
  - to raise the profile of the Service and its collections
  - to encourage co-operation and partnership working with other museums, galleries, archives and other organisations through the exchange of collections.

## **2. GUIDING PRINCIPLES**

- 2.1 We agree loans strictly in accordance with our stated ethical principles, which follow the Museums Association's Code of Ethics (2015) and the Archives and Records Association Code of Ethics (2016). Throughout, we shall aim for best practice in all our activities. We are guided by the National Museum Directors' Conference document Loans Between National and Non-national Museums: New Standards and Practical Guidelines (2003) and BS4971: 2017.
- 2.2 All requests for loans must be submitted in writing to Staffordshire Archive & Heritage Service. We will consider all loan requests reasonably and transparently. When assessing loan requests, we take into account the public or research benefit of the proposed loan, our ability to manage the loan, and the well-being of the object(s) or specimen(s) requested. We aim to provide a reasonable response to all loan applications dependent on the resources available at the time.

- 2.3 Requests for loans from the William Salt Library collection will be referred to the Trustees of the Library. The Archive and Heritage Service staff will advise the Trustees on the suitability of material for loan in accordance with this policy.
- 2.4 We will ensure that there are signed written agreements in place in advance of any loan. We will record information about the borrower and the purpose of the loan on either the Loan Agreement or the Terms and Conditions for Research Loans form along with the specific conditions that attach to the loan. Any information collected during the loan application process will only be used and retained in connection with that application and in accordance with our current data protection and freedom of information policies.
- 2.5 Occasionally we may find it necessary to turn down a loan request. We will inform you of our reasons in writing. Reasons for refusal include, but are not limited to:
- the objects or specimens are required for display, study by staff or students, or for another educational purpose by the Archive and Museum services during the proposed period of loan
  - it has not been possible to resolve issues at the loan venue such that the objects or specimens will be exposed to an unacceptable level of risk
  - the objects or specimens will be put at risk as a result of potential political or economic difficulties;
  - the objects or specimens will be used to support or promote an ethical position contrary to that held by us;
  - the objects or specimens are too fragile, in a poor or unstable condition or at excessive risk of damage from handling or during transit.
  - The objects or specimens are owned by a third party, and the owner has not given permission for the loan to take place.

## **OUTWARD LOANS**

### **3. APPLICATIONS**

- 3.1 The museum and archive sectors have differing national standards relating to outward loans. For detailed terms and conditions for museum or archive loans please refer to the Conditions of Loan documents which form Appendices 1 and 2. The following sections cover shared principles.
- 3.2 For exhibition and display, loan requests should normally be submitted six months in advance of the proposed loan. We prefer requests for substantial or particularly important loans, or requests for foreign loans, to be made twelve months in advance. Requests made at shorter notice will be considered at the discretion of the Head of Archives and Heritage.
- 3.3 Requests to borrow items for educational purposes from organisations such as, but not limited to, science centres, higher education institutes and environmental organisations will be considered, but only a limited range of robust and relatively low value items are available for this type of loan. Prospective borrowers will be advised of what is available at the time the request is made.
- 3.3 Requests to borrow items for restoration or for the creation of replicas will be considered at our discretion.

## **4. AUTHORITY**

- 4.1 Generally, authority for the lending and borrowing of objects and specimens within the UK, lies with the Head of Archives and Heritage.
- 4.2 Agreeing insurance arrangements forms an integral part of this process and are approved on the same basis.

## **5. INSURANCE AND INDEMNITY**

- 5.1 The risk in items to be loaned and the transfer of such risk will be dealt with in the Loan Agreement and Loan Terms and Conditions. Depending on the purpose of the loan and the nature and value of the items being lent, we will generally require borrowers to take out insurance on a 'nail to nail' basis for the period of the loan. The level of insurance cover required will be determined as part of the application process. The borrower must provide proof of cover as part of this process.
- 5.2 Most non-UK Government/federal/state indemnities may be acceptable in lieu of commercial insurance for overseas loans. However, the Archives and Heritage Service reserves the right to request that the borrower purchase commercial insurance either in addition to or as an alternative to Indemnity cover.

## **6. PACKING AND TRANSPORT**

- 6.1 The requirements for couriating the loan during transport and installation will be determined early in the loan process. Consideration will be given to the levels of training and experience of staff in handling similar objects at the borrowing institution.

The Archives & Heritage Service will normally send a courier in the following circumstances:

- if we have not lent to a venue previously;
- if the object loaned is fragile or installation is particularly complex;
- if the object is rare or of high value;
- if the journey is long or hazardous

- 6.2 Where couriers are used, transport should be arranged to be as near to the opening date as possible to allow the couriers to see objects placed on display.
- 6.3 Where a courier is not used during the return of a loan, the borrower must repack the objects or specimens in the same way they were received using the original packaging and boxes.
- 6.4 At least three weeks' notice should be given for the collection and return of loans.
- 6.5 For overseas loans, custom formalities and the provision of export licences, etc. are the responsibility of the borrower. Borrowers must take into account any relevant legislation (eg CITES) and make appropriate custom arrangements.

## **7. USE AND PROTECTION**

- 7.1 No physical intervention (sampling, conservation, etc.) may be carried out without prior written agreement from the Head of Archives and Heritage as to the exact scope of any work and how it will be documented.
- 7.2 Exhibition and display
- 7.2.1 We agree loans for exhibition and display only if adequate access is offered. Generally, such loans will be to museums, galleries, interpretation centres, civic buildings, universities, etc. to which the public has ready and equal access. In certain situations (e.g. local government buildings) access on an appointment basis may be considered acceptable.
- 7.2.2 Due diligence: Borrowers will warrant, covenant and agree that they have no reasonable cause to believe that any object comprised in the exhibition in which the objects shall be displayed was 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).
- 7.2.3 Depending upon the nature of the loan and the objects which are part of that loan borrowing institutions (including each venue for a touring exhibition) must complete Facilities, Security and Display Case Report Forms supplied by us confirming that they comply with all fire and security provisions and with all environmental conditions, both during handling and unpacking, and within galleries and cases. Where required, the contents of these reports will be passed to the Museums Security Adviser of the Arts Council England for advice.
- 7.2.4 The borrower will be expected to demonstrate that they can provide the environmental conditions specified on the Loan Agreement in the proposed handling and display locations for a minimum three month period before any loan may proceed. Wherever practical the Museum will work with the prospective borrower to find acceptable solutions to any environmental control or monitoring problems.
- 7.2.5 The borrower will supply two complimentary copies of any exhibition catalogue to Staffordshire Archive and Heritage Service.

## **8. DAMAGE OR LOSS**

- 8.1 If an object or specimen on outward loan is lost, damaged or put at risk, or if the circumstances of the loan change in any way, this must be reported to us immediately.

## **9. COSTS AND EXPENSES**

- 9.1 We will not normally charge a fee for a loan but we do normally expect the borrowing institutions to cover our costs, unless we have reciprocal arrangements with them. Costs may include but are not restricted to those associated with upgrading security requirements in accordance with the advice of the Museum Security Advisor, insurance, preparatory conservation, photography, copyright, mounting, framing, packing or crating of loans, and outward and return transport costs which may include travel and subsistence for a courier. A facility fee may be charged on loans for exhibition and display to venues outside the UK.

## **10. TERM AND TERMINATION**

- 10.1 All loans are for a fixed term as detailed in the Exit form, Loan Agreement or Terms and Conditions for Loans; the expression 'permanent loan' has no status in law, so we do not agree to loans for an indefinite period.
- 10.2 We reserve the right to recall any item from loan at any time, but will not normally do so unless in an emergency or where the borrower fails to comply with our loans policy and the details recorded in the Loan Agreement or Terms and Conditions for Research Loans.

## **LOANS INWARD**

- 11.1 All inward loans must comply with due diligence and be in accordance with our ethical stance.
- 11.2 In accordance with current UK department for Culture Media and Sport guidelines Staffordshire Archives and Heritage Service will undertake due diligence to confirm that no items within inward loans are known or suspected to have 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).
- 11.3 The valuation of individual objects or specimens offered for loan will be agreed with the owners before the loan is accepted. For inward loans we will agree insurance arrangements with the lender prior to the loan commencing. Insurance of existing long-term inward loans where the value of the item is £10,000 or above will be reviewed annually, so that their valuation can be adjusted. Loans of lesser value will be covered by Staffordshire County Council's schedule for the archive, museum and art collections.
- 11.4 We will regularly check and report upon items as requested by the lending body. If an object or specimen that is on loan to us is lost, damaged or put at risk, or if the circumstances of the loan change in any way, we will report this immediately to the lender. We will not undertake any conservation work or other physical intervention without prior written agreement from the lender to the exact scope of any work and how it will be documented.
- 11.5 We will ensure that up-to-date information about the borrowed objects or specimens is maintained; this includes but is not restricted to their location, security arrangements and their physical well-being including records of their condition and storage or display environment. A condition report form will be completed by an appropriately-qualified member of staff when items arrive in and depart from the museum. In addition, we will complete a Facilities Report for inward display or exhibition loans.
- 11.6 We will normally meet all reasonable costs associated with the loan, but return transport to a destination outside the UK must be agreed prior to receipt of the loan.
- 11.7 In exceptional circumstances material on loan may present a threat to other material in which case all efforts will be made to return items as expeditiously as possible. If the original lender cannot be contacted or, if that person has died, the executors of the estate or their legal representative, the Trustees may determine that the item should be disposed of, having taken legal advice from the Archives and Heritage Service's solicitors. Should this be the case, we will follow the standard disposal procedures as set out in the Policy

on Acquisition and Disposal of the Collections taking advice from the Archives and Heritage Service's solicitors as appropriate.

# APPENDIX 1

## STAFFORDSHIRE COUNTY MUSEUM SERVICE

### CONDITIONS OF LOAN

#### 1. Requests for loan

1.1 Both Staffordshire County Museum Service (SMS) and .....(The Borrower) agree to abide by these Conditions of Loan unless any modification is agreed between them in writing.

1.2 A formal application for each loan must be made in writing at least three months in advance of the opening date of the exhibition. Loans will be subject to satisfactory condition assessment of the object(s).

1.3 Requests should be made in writing by the borrowing institution and should contain:

- the location, title, and dates of the exhibition
- the purpose of the exhibition and the role the Service's material will play in the exhibition
- full details of the item(s) requested
- a full facilities report for the premises where the proposed loan item(s) is to be exhibited.

1.3 SMS reserves the right to recall any loan item at any time provided that it will not do so except in the event of some compelling and unforeseen circumstance.

#### 2. Expenses

2.1 The Borrower must pay for all costs that result from the loan transaction should SMS see fit. We expect to be reimbursed in full for all the expenses we incur as a result of our fulfilling loans. Reimbursement will be required to cover all of the following which is not intended to be an exhaustive list:

- Management time
- Curator's preparation time
- Fees for independent valuation-for-insurance
- Conservator's preparation time
- Conservation materials required
- Acrylic cradles/stands/supports
- Condition checks and reporting
- Photography for condition reporting
- Photography for use in catalogues (reproduction fees will also apply)
- Photography for temporary export licensing purposes (if loan is international)
- Costs of making a digital facsimile where none exists already
- Export licensing costs (if loan is international)
- Business class travel for one or more couriers in both directions,
- For each case hand-carried on an aircraft a seat must be booked for the case in addition to the courier



- If required, suitable accommodation for the courier(s) on occasions of both installation and de-installation
- Personal expenses of the courier(s) at a per diem rate
- Personal travel insurance for the courier(s) at all times they will be away
- If the exhibition is cancelled all reasonable costs incurred to date will be met by the requesting institution.

### **3. Insurance**

3.1 The Borrower must insure or indemnify all items at valuation determined by SMS. The insurance must be continuous, and against all risks, from the instant they are handed over to the Borrower, or to the Borrower's duly approved agent, until they are received back by SMS. The Borrower shall be deemed wholly responsible for any damage, depreciation or loss. In the case of touring exhibitions a single policy must cover all journeys to all exhibition venues.

3.2 A copy of the insurance certificate must be forwarded to SMS in advance of the date of the collection of the loan.

### **4. Transport and Packing**

4.1 The Borrower shall be responsible for all expenses in preparation of the objects for transport. All packing is ordinarily carried out by SMS. At least two weeks notice must be given of the intended date of collection from SMS.

4.2 transport and packing requirements will be agreed with SMS, at least two weeks in advance of collection.

4.3 Loan items travelling by road must be carried in a suitably equipped vehicle and accompanied by no fewer than two people at all times. The vehicle must not be left unattended and overnight stops should be avoided.

4.4 All packing materials will be retained for repacking and objects will be packed in the same manner as that originally employed.

4.5 Customs formalities are the responsibility of the Borrower. Customs inspections must take at the borrowing institution or at SMS. In the event of a work being unpacked by customs while in transit, SMS must be informed immediately.

4.6 Every care should be taken to avoid exposing objects to high levels or changes in temperature/humidity, or to excessive vibration, during transport.

### **5. Security**

5.1 Security arrangements will be agreed with SMS as maintained by the Borrower at all times during the loan period.

### **6. Care and conservation**

6.1 Items should only be handled by trained or experienced staff of the Borrower or its agents during packing and installation. There must be no unnecessary handling of objects. Instructions should be followed if supplied.

6.2 The Borrower should examine items on receipt and despatch and inform SMS of any damage or missing items.

6.3 Glazing or supports must not be removed even temporarily from pictures, drawings or other objects without permission from SMS. Labels must not be attached to or removed from the canvas, frame or support.

6.4 The Borrower must inform SMS immediately should any damage to, deterioration in the condition of, or loss of items occur. This information must be confirmed in writing. The cost of any repairs or conservation required will be met by the Borrower. Approval must be obtained in writing from SMS prior to any such work commencing.

6.5 Loaned items must not be exposed to any unduly hazardous conditions (e.g. extreme light, damp, excessive handling, noxious substances) throughout the duration of the Loan. The Borrower will be notified of any criteria for any objects which require specific environmental conditions.

## **7. Photography and Reproduction**

7.1 The object(s) must not be individually photographed, filmed, televised or reproduced without prior consent of SMS although there is no objection to general views of an exhibition being taken for press and publicity purposes. All permitted photographs must be credited to 'Staffordshire Museum Service'.

## **8. Catalogues and display**

8.1 After our agreement to lend to the exhibition, SMS will not ask to authorise the academic or scholarly content of the exhibition though our curators are available for consultation on such matters. We do ask:

- That in formally or informally published catalogues the full accession number of our item(s) are quoted in some part of the publication together with the acknowledgement Items belonging to Museum Service Each case label for our item(s) must bear the text Staffordshire County Museum Service. We prefer, but do not insist, that labels and captions bear the full reference numbers(s) of the item(s) labelled.

## **9. Loan period**

The period of loan is from..... to .....

EXIT FORM No. : .....

**I have read and agree to the above loan conditions:**

**Signed by:** .....

**On behalf of .....(The Borrower)**

**Signed by**.....

**On behalf of Staffordshire Museum Service**

***Please return to:  
Senior Museums Officer  
Staffordshire Archives & Heritage  
Shugborough  
Milford  
Stafford ST17 0XB***

***Telephone: 01889 869137***

## APPENDIX 2

### STAFFORDSHIRE & STOKE-ON-TRENT ARCHIVE SERVICE

#### CONDITIONS OF LOAN

##### 1. Requests for loan

1.1 Both Staffordshire & Stoke-on-Trent Archive Service (SSotAS) and.....(The Borrower) agree to abide by these Conditions of Loan unless any modification is agreed between them in writing.

1.2 A formal application for each loan must be made in writing at least **six months in advance of the installation date of the exhibition**. In assessing loan requests, we will consider the condition of the items, the facilities of the institution submitting the request, and the resources available to expedite the loan.

1.3 Requests should be made in writing by the borrowing institution and should contain:

- the location, title, and dates of the exhibition
- the purpose of the exhibition and the role the Service's material will play in the exhibition
- full details of the item(s) requested, **for bound volumes, the opening(s) to be displayed is essential**
- a full facilities report for the premises where the proposed loan item(s) is to be exhibited.

1.3 SSotAS reserves the right to recall any loan item at any time provided that it will not do so except in the event of some compelling and unforeseen circumstance.

##### 2. General conditions of loan

2.1 We will require a formal loan agreement signed by the head of the borrowing institution.

2.2 A digital facsimile of the item(s) will be made by us before the item(s) are loaned, and the cost of this will be met by the borrowing institution.

2.3 No photographs may be taken of the item(s) by the requesting institution or visitors to the exhibition without our prior permission.

2.4 The source of the loan will be acknowledged in full both on the exhibition label for the item and in any exhibition catalogue.

2.5 Two complimentary copies of any exhibition catalogue will be sent to the SSotAS

### 3. Costs

3.1 We expect to be reimbursed in full for all the expenses we incur as a result of our fulfilling loans. Reimbursement will be required to cover all of the following which is not intended to be an exhaustive list:

- Management time
- Curator's preparation time
- Fees for independent valuation-for-insurance
- Conservator's preparation time
- Conservation materials required
- Acrylic cradles/stands/supports
- Condition checks and reporting
- Photography for condition reporting
- Photography for use in catalogues (reproduction fees will also apply)
- Photography for temporary export licensing purposes (if loan is international)
- Costs of making a digital facsimile where none exists already
- Export licensing costs (if loan is international)
- Inner, secondary and outer packaging, boxes and cases
- Transportation of the item(s) on sending to and returning from the exhibition
- Transport agent's costs on outward and return journeys
- Business class travel for one or more couriers in both directions,
- For each case hand-carried on an aircraft a seat must be booked for the case in addition to the courier
- If required, suitable accommodation for the courier(s) on occasions of both installation and de-installation
- Personal expenses of the courier(s) at a *per diem* rate
- Personal travel insurance for the courier(s) at all times they will be away
- Insurance of items in transit
- If the exhibition is cancelled all reasonable costs incurred to date will be met by the requesting institution.

### 4. Transportation

4.1 It is expected that the borrowing institution will appoint a transportation agent.

4.2 In the case of loans to exhibitions abroad, the appropriate export licence and security clearance at the airport must be obtained on behalf of the SSotAS by a carrier or agent approved by the Conservator or Curator.

4.3 It is expected that the host institution will have secure interim storage, in terms of fire and security against physical harm, theft and unauthorised access in which to place cases or crates containing our objects after the couriers arrive at the destination, to be held there until such time as installation can be completed. In reverse, storage in which after de-installation the packed cases or crates can be placed until the couriers can reclaim them on commencement of the return journey. In neither case should this interim storage be for more than 24 hours.

## 5. Environmental and security conditions and procedures

5.1 It is highly desirable that environmental conditions fall within the parameters recommended by BS 4971:2017, *Conservation and Care of Archive and Library Collections*. The borrowing institution must guarantee standards of:

- Ambient temperature levels between 13 and 25°C (60.8 and 66.2°F), with the temperature not remaining above 22°C for the duration of an exhibition
- Ambient relative humidity levels (45–60% RH)
- Stability in ambient relative humidity +/- 5% RH
- An invariant illumination level of less than 50 lux on the surface of the item(s)
- The ultra-violet content of the light should preferably be eliminated (or register below 75 micro-watt lumens maximum)

5.2 In addition:

- Any objects other than normal library collection material that it is proposed be included in cases and vitrines containing our item(s) must be notified well in advance. This will include museum objects and organic material (e.g. animal specimens). The staff acting as couriers will expect to carry out independent checks on environmental conditions during installation and de-installation. The borrowing institution must guarantee the security of items at all times they are within the borrowing institutions premises and the exhibition gallery. If the borrower, for reason of security, wishes to withhold precise details of alarm systems, please make that clear.
- Cases and vitrines must be fitted with full security alarms, locally sounding and centrally monitored.
- There must be fire and intruder alarms covering the gallery containing our objects.
- The gallery should be fully locked, secured and intruder/fire alarms set during closed hours.
- Security guard patrols should be made during closed hours around the gallery.
- Security guard or custodian presence must be maintained at all times the exhibition and gallery are open.

5.3 **Installation and de-installation.** SSotAS staff will handle the item(s) at all times. This includes unpacking the cases immediately containing the loaned item(s). If it is necessary or desirable that the borrowing institution's conservators, curators or specialist staff handle the item(s), permission of the SSotAS staff present must be sought.

- At an appropriate time before installation a Conservators report on the condition of the items must be agreed and signed with the installation day's date by both the SSotAS and the institution's authorised staff.
- At an appropriate time after de-installation a Conservators report on the condition of the items must be agreed and signed with the de-installation day's date by both the SSotAS and the institution's authorised staff.
- The SSotAS staff acting as couriers will expect to photograph for record purposes both the installation and de-installation of the SSotAS items.

- The senior curator and/or the registrar is expected to be present at both the installation and de-installation so that the SSotAS couriers can refer questions relating to the fulfilment of the formal agreement to the curator or registrar.
- After condition reporting and installation the cases will be locked in the presence of the SSotAS couriers and the security alarms set, and the alarms will not be unset and the cases will not be unlocked or opened until the couriers return to de-install the item(s).
- The SSotAS couriers have authority to refuse to proceed with the loan if for any reason they have objections to the manner in which the objects are treated or if in their opinion the agreed conditions are not met.
- The borrowing institution will be liable for any damage sustained by the item(s) during the period of the loan.

## 6. Catalogues and display

6.1 After our agreement to lend to the exhibition, SSotAS will not ask to authorise the academic or scholarly content of the exhibition though our curators are available for consultation on such matters. We do ask:

- That in formally or informally published catalogues the full classmarks of our item(s) are quoted in some part of the publication together with the acknowledgement *Items belonging to SSotAS* Each case/vitrine label for our item(s) must bear the text Staffordshire Archive Service. We prefer, but do not insist, that labels and captions bear the full reference numbers(s) of the item(s) labelled.
- The design of acrylic cradles/stands/supports must be agreed between SSotAS and the borrowing institution well in advance of the installation date, and SSotAS's decision is final.  
We shall wish to be advised at a reasonable time before installation what other material from which institutions will be included in the cases or vitrines containing SSotAS material.

## 7. Loan period

The period of loan is from..... to .....

EXIT FORM No. : .....

I have read and agree to the above loan conditions:

Signed by: .....

On behalf of .....(The Borrower)

Signed by.....

On behalf of Staffordshire & Stoke on Trent Archive Service

Please return to:  
Senior Conservator  
Staffordshire Record Office  
Eastgate Street  
Stafford ST16 2LZ

Telephone: 01785 278375



## APPENDIX 3

### STAFFORDSHIRE MUSEUM SERVICE TERMS AND CONDITIONS for LOANS IN

*The Borrower is Staffordshire Museum Service (hereinafter referred to as 'the Museum'). The Owner or Lender is the person named on page one of the Loan in Agreement. The Museum greatly appreciates the Owner or Lender's generosity in allowing this loan. The Terms and Conditions protect the Lender, the Item(s) being lent and the Museum.*

#### **Duration of Loan**

1. The loan will be for the fixed period outlined in the Agreement.

#### **Costs**

2. The Museum 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 cost of transport, couriers, photography, exhibition preparation, lenders' fees, independent valuation, and preparation of Item(s) for display or study.

#### **Care**

3. The Museum will extend the same general level of care and security to loaned Item(s) as it does to its own Collections. The Museum may agree to additional measures of care and security **at the request of the Owner** or on the advice of specialists.

4. The Owner's written permission will be sought by the Museum before any interventive conservation work is carried out either to an 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.

5. In cases where the Museum has undertaken conservation, it may seek to recover all or part of such costs should the loan be terminated prematurely at the Owner's request.

6. Except in the case of proven negligence on its part or the part of its staff, the Museum does not accept liability for loss of or damage to or deterioration in the Item(s) lent.

7. The Museum 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.

8. The Museum 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.

9. The Museum is under no liability for 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)

10. If any Item is damaged or there is a loss e.g. theft, the Museum will immediately inform the Owner.

11. The Museum reserves the right to remove Item(s) to a place of safety in the event of an emergency.

12. If the Museum wishes to display the loan Item at any location other than the one at which it was originally delivered written permission will first be sought from the Owner.

13. If, during the period of the loan, the Owner removes the Item(s) from the Museum's premises, all conditions of the loan and any indemnity or other undertaking on the part of the Museum are considered void until such time as the Item(s) is returned in the same condition to the Museum.

## **Valuation, Indemnity and Insurance**

14. No Item(s) will be accepted on loan to the Museum without a valuation agreed by both the Owner and the Museum. If the Owner and the Museum cannot agree a valuation, an independent assessor should provide one, the cost of valuation to be met by the Museum.

15. The Museum will ensure that loan objects are insured through Staffordshire County Council's insurance scheme. The items will be borrowed at the Museum's risk.

16. Insurance cover will come into effect from the date specified in Loan agreement. Insurance will cover the transportation of the Item(s) to and from the Museum to the Owner or their agent, if the Museum or its agent carries out the transit. If the Item(s) is delivered or retrieved by the Owner or their agent, they must ensure it is adequately insured while in transit.

17. A copy of Staffordshire County Council's insurance certificate will be provided to the Item's Owner.

## **Display**

18. The Museum cannot guarantee to display Item(s) lent to it.

19. The Museum 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.

20. Item(s) lent to the Museum 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 in the judgement of the Museum such use is safe and not detrimental to staff, the public and the loaned Item(s).

21. Functioning Item(s) lent to the Museum for the purpose of exhibition will not be operated without the Owner's written permission, however Museum staff may climb onto or enter large exhibits to carry out cleaning, condition checks or to move an Item(s) to a new location (not under its automotive power).

## **Photography**

22. In general, the public may photograph Item(s) on display in public galleries for their own private use, including Items on loan for three or more years.

23. The Museum retains the right to disallow all photography by members of the public in a space where loans are included in temporary exhibitions, or where the subject matter is contentious or sensitive. Photography may also be disallowed in order to protect vulnerable Item(s) from light damage.

24. Any photographs taken by the Museum for record or publicity purposes remain the copyright of the Museum. The Museum 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.

25. No fees will be paid by the Museum to the Owner for use of photographs in which the copyright rests with the Museum.

26. If the Owner agrees that a photograph may be taken by a third party, the Museum reserves the right to charge the third party a 'facility fee' to cover access to the material for those purposes.

## **Ownership**

27. The Owner must have legal title to the item(s) and can lawfully lend the item(s) to the Museum for the duration of the loan. The Owner is not aware of any past, present or potential claim to the Items by a third party.

28. The Owner and/or his agent is asked to keep the Museum informed of any changes of Ownership of the Item(s) or changes in contact details of the Owner during the period of the loan.

29. In the case where Ownership of the Item(s) has changed during the period of the loan a new loan 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.

30. If the Owner wishes to sell the loaned Item(s), the Owner must notify the Museum as soon as possible in order to terminate the loan and arrange for the return of the Item(s) to the Owner with minimum delay.

31. If, at the end of the loan period, the Owner cannot be contacted and after all practicable measures to arrange the return of the Item(s) have been taken, the Museum reserves the right to accession the Item(s) in order to be fully accountable for it.

### **Termination**

32. The Museum or the Owner may terminate the loan with three months' notice in writing.

33. The Item(s) must be removed within the notice period.

### **Renewal of Loan or Extension of Loan Period**

34. If an **exhibition** loan is to be renewed, the Owner should receive a renewal request **as soon as possible** before the loan expires.

35. If a **long-term** loan is to be renewed, the Owner should receive a renewal request **three months** before the loan expires.

### **Third Parties**

36. Item(s) loaned to the Museum will not be lent to a third party without the prior written consent of the Owner.

### **Resolution of Disputes**

37. This agreement shall be subject to the Laws of England **unless agreed otherwise with the Owner**. In the event of any dispute or difference between the Owner 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 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 the Museum, or, in default of agreement, by the President for the time being of the Law Society.

### **Additional Conditions for loans in from outside the United Kingdom**

38. The loan must be made in accordance with all applicable national and international laws, conventions and agreements.

39. The Item(s) must leave the United Kingdom at the end of the exhibition and be returned to the Owner either immediately or at the completion of a travelling exhibition through multiple countries.

**END**