



## ABERDEENSHIRE COUNCIL'S MUSEUMS SERVICE LOANS IN POLICY

### Policy Summary

<b>Policy Status</b>	Approved and finalised by the committee on 04/09/2025
<b>Responsible Officer</b>	Amy Miller, Museums Development Co-ordinator, Live Life Aberdeenshire Culture Team
<b>Policy Sponsor</b>	Chris Murphy, Service Manager, Live Life Aberdeenshire
<b>Authorised By</b>	Communities Committee
<b>Policy Review Date</b>	04/09/2030

### 1. Policy Statement

Aberdeenshire Museums Service maintains, develops, researches, conserves, and provides access to historic and artistic collections held in trust for by Aberdeenshire Council for future generations. This policy sets out the how this collection will be developed over the next five year period, including accessions and disposals to the managed collection.

The Loans In Policy enables Aberdeenshire Council's Museums Service 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.

### 2. Scope of Policy

This policy applies to:

- 2.1 Operations at Live Life Aberdeenshire Museums facilities including the Discovery Centre / Museum HQ, Aberdeenshire Farming Museum, and Banchory Museum.
- 2.2 It replaces any former Loans In Policy or Policy statement of Aberdeenshire Council's Museums Service.
- 2.3 Any loans in initiated and managed under a former Policy or Policy statement is now subject to this Policy. In due course reviews of extant loans in will be conducted and action plans drawn up to bring these into line with the Policy where possible.
- 2.4 The Policy does not apply to Item(s) held under the terms of the Entry Policy.
- 2.5 The term 'Owner' is used throughout this Policy on the understanding that the Owner is also the 'Lender'.



- 2.6 In the small number of cases where the Lender is not the Owner but a third party, the Museums Service must ensure that the Lender has the Owner's authority to act on their behalf.

### **3. Policy Principles & Equalities**

- 3.1 As a responsible custodian of public collections, the Museums Service is required to review its museum policies every five years. This is an essential element of fulfilling the nationally agreed standards of our Accreditation status.
- 3.2 This suite of documents cover a range of requirements and are presented to Communities Committee for approval as the governing body.
- 3.3 Approval of these policies is essential to maintain Spectrum museum documentation procedural standards and fulfil national requirements set by Museums Galleries Scotland (MGS).
- 3.4 The intervening period since the last review has seen significant changes for Aberdeenshire Museums Service; notably the appointment of a new professional team and a multi-million pound investment from the UK Government in a new museum representing the whole of Aberdeenshire. As a team we now have a far better understanding of our facilities and collections and this knowledge has resulted in a refocus as we plan for the next five years.
- 3.5 During the development and review of policies, Officers and Elected Members are legally required to comply with the Public Sector Equality Duty and the Fairer Scotland Duty.

### **4. Purpose**

The purpose of this Policy is to enable Aberdeenshire Council's Museums Service 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.

### **5. Scope/Extent**

- 5.2 This Policy applies to all sites and branches of Aberdeenshire Council's Museums Service.
- 5.3 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.
- 5.4 It replaces any former Loans In Policy or Policy statement of Aberdeenshire Council's Museums Service. Any loans in initiated and managed under a former Policy or Policy statement is now subject to this Policy. In due course reviews of extant loans in will be



conducted and action plans drawn up to bring these into line with the Policy where possible.

- 5.5 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, the Museums Service must ensure that the Lender has the Owner's authority to act on their behalf.

## **6. Reasons for Borrowing**

- 6.1 Item(s) may be borrowed by the Museums Service for the purposes of display and exhibition. Aberdeenshire Council's Museums Service does not accept loans on a 'storage only' basis. All loans to the Museums Service must fulfil the requirements set out in paragraphs 8 to 10 below.
- 6.2 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 (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).

## **7. Criteria for Borrowing**

- 7.1 Item(s) accepted on loan are those that 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 Museums Development Co-ordinator.
- 7.2 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.
- 7.3 Aberdeenshire Council's Museums Service 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 Museums Service.

## **8. Lead-in Times for Borrowing**

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.

## **9. Conditions Applicable to Loans In**

- 9.1 Loans in will only proceed where the Owner is prepared to accept Aberdeenshire Council's Museums Service's conditions, as follow in paragraphs 13 to 43 below:
- 9.2 Permanent or indefinite loans are not permitted for any purpose. All loans in will be for a fixed period with the possibility of renewal.



- 9.3 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. The initial loan period will be between one month and one year.
- 9.4 In the case of loans in for long-term display, the loan period will be between one month and three years.
- 9.5 Aberdeenshire Council's Museums Service 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.
- 9.6 The Museums Service will extend the same general level of care and security to borrowed Item(s) as it does to its owned collections. Aberdeenshire Council's Museums Service may agree to additional measures of care and security at the request of the Owner or on the advice of specialists.
- 9.7 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 the Museums Service 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.
- 9.8 Through borrowing, Aberdeenshire Council's Museums Service 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.
- 9.9 Except in the case of proven negligence on its part or the part of its staff, Aberdeenshire Council's Museums Service does not accept liability for loss of or damage to or deterioration of the Item(s) lent.
- 9.10 Aberdeenshire Council's Museums Service 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.
- 9.11 Aberdeenshire Council's Museums Service 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.
- 9.12 Aberdeenshire Council's Museums Service 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).



- 9.13 If any Item(s) is damaged or there is a loss, e.g. theft, Aberdeenshire Council's Museums Service 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.
- 9.14 No Item(s) will be accepted as a loan in without a valuation agreed by both the Owner and Aberdeenshire Council's Museums Service. If the Owner and the Museums Service cannot agree a valuation, one should be provided by an independent assessor, the cost of valuation to be met by Aberdeenshire Council's Museums Service.
- 9.15 For loaned Item(s) Aberdeenshire Council's Museums Service will provide insurance cover.
- 9.16 Aberdeenshire Council's Museums Service reserves the right to remove Item(s) to a place of safety in the event of an emergency.
- 9.17 Aberdeenshire Council's Museums Service cannot guarantee the display of a loaned Item(s). This will be made clear by the Museums Service to the Owner or their Agent at the time of arranging the loan.
- 9.18 Aberdeenshire Council's Museums Service 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.
- 9.20 Item(s) lent to Aberdeenshire Council's Museums Service 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).
- 9.21 The taking of photographs in any of Aberdeenshire Council's Museums Service's branch museums is not allowed. Any requests for photographic images of loaned Item(s) will be referred to the Owner.
- 9.22 Any photographs taken by Aberdeenshire Council's Museums Service for record or publicity purposes remain the copyright of Aberdeenshire Council's Museums Service unless otherwise agreed with the Owner. The Museums Service 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.
- 9.23 No fees will be paid by Aberdeenshire Council's Museums Service to the Owner for use of photographs in which the copyright rests with the Museums Service.
- 9.24 The Owner or their Agent will be asked to keep Aberdeenshire Council's Museums Service informed of any changes of Ownership of the Item(s) or changes in contact details of the Owner during the period of the loan.
- 9.25 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.

- 9.26 If the Owner wishes to sell the loaned Item(s), the Owner must notify Aberdeenshire Council's Museums Service as soon as possible in order to terminate the loan and arrange the return of the Item(s) to the Owner.
- 9.27 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, and a new loan agreement with the new Owner will be required for the loan to continue.
- 9.28 In the case of the dissolution of a corporate body or institutional Owner, or the bankruptcy of an individual Owner, Aberdeenshire Council's Museums Service will take steps to find out who the Legal Owner is in order to reassure itself that it is returned to the Legal Owner.
- 9.29 If the loan in agreement is to expire, Aberdeenshire Council's Museums Service will contact the Owner three months prior to the expiry date to advise if the Museums Service wishes to renew the loan or return the Item(s).
- 9.30 Aberdeenshire Council's Museums Service or the Owner may terminate the loan with three months' notice in writing.
- 9.31 The Item(s) must be removed within the notice period.
- 9.32 Item(s) loaned to Aberdeenshire Council's Museums Service will not be lent to a third party without the prior written consent of the Owner.
- 9.33 In the event of any dispute or difference between the Owner and Aberdeenshire Council's Museums Service, 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 Council's Museums Service.

## **10. Accountability and Responsibility**

- 10.1 As per Spectrum 5.0, 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 Council's Museums Service'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.
- 10.2 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 Council's Museums Service.
- 10.3 Aberdeenshire Council's Museums Service will only contract with an Owner, or their Agent appointed by him/her in writing.



- 10.4 Aberdeenshire Council's Museums Service 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 Council's Museums Service vehicle or the vehicle of a shipping company contracted by the Museums Service, whichever happens first.
- 10.5 Upon arrival at Aberdeenshire Council's Museums Service, each Item(s) will be unpacked and condition checked by a qualified member of staff and given a unique loan in number. The Museums Service 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.
- 10.6 Any remedial work requested by Aberdeenshire Council's Museums Service will be agreed in writing with the lender.
- 10.7 Upon completion and agreement of 47, Aberdeenshire Council's Museums Service's Entry Form will be signed by the member of staff administering the loan and a copy receipt sent to the lender.
- 10.8 All loans in will be recorded by Aberdeenshire Council's Museums Service in electronic databases and information about them retained in perpetuity.
- 10.9 Aberdeenshire Council's Museums Service will ensure that up-to-date information about the location, security, environment and condition of loaned Item(s) is maintained.
- 10.10 At the end of a loan Aberdeenshire Council's Museums Service's responsibility for loaned Item(s) will cease when the Owner or their Agent has accepted the Item(s) and signed Aberdeenshire Council's Museums Service's Exit Form. If Aberdeenshire Council's Museums Service is unable to obtain a signed copy of the Exit Form acknowledging receipt by the Owner, the Museums Service will advise the Owner in writing that Aberdeenshire Council's Museums Service ceased responsibility at the time the shipper received the Item(s).
- 10.11 Aberdeenshire Council's Museums Service's Loans in Agreement will include a declaration of sole Ownership on the part of the Owner or their Agent acting on their behalf.
- 10.12 Aberdeenshire Council's Museums Service will establish the copyright status of any Item(s) borrowed, whether original or reproduction, where possible.
- 10.13 Aberdeenshire Council's Museums Service will establish the credit line for use in caption and exhibition publicity during the course of the loan negotiation.

## **11. Authorisation**

Aberdeenshire Council's Museums Service is mindful of the importance of building trust with prospective Owners and of maintaining its professional reputation. For these reasons, only authorised staff (i.e., Museums Development Co-ordinator and/or Museum Curator or Museum Conservator) may approach a potential Owner regarding a formal loan request.

## **12. Approval**



12.1 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.

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

Signatory Total value of loaned Item(s)  
 Museums Development Co-ordinator  
 Up to £100,000  
 Arts & Heritage Manager or Service Manager  
 £100,000 and above

### 13. Exceptions

There are no exceptions to this Policy.

### 14. Review

This Policy is subject to review every five years. The next date for review is 31 March 2025. The Policy may be reviewed at an earlier date if necessary.

The following sector guidance and policy documents have assisted in the creation of this policy:

- [Collections Trust Spectrum standard for museum collections management](#)
- [Museums Association Code of Ethics](#)
- [Museum Accreditation Standard](#)
- [Standing Conference on Archives and Museums' Code of Practice on Archives for Museums and Galleries in the United Kingdom](#)
- [ICON Professional Standards and Judgement & Ethics](#)
- [UNESCO 1970 Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property](#)
- [Guidance for the Care of Human Remains in Scottish Museum Collections](#)
- [Statement of Principles relating to the Spoliation of Works of Art during the Nazi, Holocaust and World War II period](#)
- [CITES multilateral treaty](#)

### 15. Council Strategic Priorities

Pillar	Priority	How does the policy reflect the Council's strategic Priorities?
A sustainable economy	We will support a strong and diverse economy by attracting people of	This policy helps to deliver Council priorities Connected



	working age to our region, complementing our highly skilled local workforce.	Communities, Living Well Locally as the Museum Service and its policies underpin access to high quality cultural experiences with an increased sense of place and local connection that promote positive social interactions, lifelong learning, improve wellbeing and reduce mental health issues in all ages
Connected communities	We will work with communities and partners to enhance the sense of connection among our places. This includes supporting communities to come up with innovative solutions to ensure our places are resilient and vibrant.	
Living well locally	We will encourage and support our residents to lead healthy and active lives and contribute meaningfully to their communities. We will make proactive choices that will allow us to cater to the needs of our increasingly ageing population.	

### 16. Policy Revision

Version Number	Revision Date	Committee Approval Date	Summary of Changes
2.0	12/05/2025	04/09/2025	<p>Throughout the document, update to latest Spectrum version of 5.1.</p> <p>Minor changes made to improve clarity such as 7. using the word deposits rather than short term loans, and additions made to meet Accreditation standards such as the addition of 11. to clarify ethical considerations taken before agreeing an inward loan.</p> <p>Changes made to reflect updates in external standards such as Spectrum 5.1 and staffing structure changes such as 6.0 Cultural Engagement Manager.</p>

### 17. Policy Distribution

Name	Designation	Organisation
Allan Rae	Head of Service, Communities, Wellbeing and Partnerships	Aberdeenshire Council



Chris Murphy	Service Manager, Programme Development	Aberdeenshire Council
Saskia Gibbon	Cultural Engagement Manager	Aberdeenshire Council
Douglas Henderson	Senior Insurance Officer	Aberdeenshire & Aberdeen City Councils
Jacob O'Sullivan	Museum Development Manager – Collections & Interpretation	Museums Galleries Scotland
	Current Lenders	Various
	Potential Lenders	Various

**[ENDS]**