



LOANS POLICY

HULL MUSEUMS

June 2019

Name of museum:

Hull Culture & Leisure Ltd.

Name of governing body:

Hull City Council

Date on which this policy was approved by governing body:

July 2nd 2019 (delegated)

Policy review procedure:

The Loans Policy will be published and reviewed from time to time, at least once every five years.

Date at which this policy is due for review:

June 2024

Arts Council England will be notified of any changes to the collections development policy, and the implications of any such changes for the future of collections.

1. PURPOSE

Hull Museums has a responsibility to lend objects from its collections to other venues, to increase public access and enjoyment of these items, particularly objects that would normally be in storage. The objective is to lend to as wide a range of venues as possible within the constraints of museum professional standards and policies, both within the UK and abroad.

This policy covers all outgoing loans of objects from Hull Museums' collections, whether for exhibition, conservation or research. It does not apply to movement of objects between the different individual museum sites making up Hull Museums.

Hull Museums will follow the Museums Association's Code of Ethics (2015) and will also be guided by the Museums Association's Smarter Loans; Principles of Lending (2011).

2. ELIGIBILITY

- 2.1 Hull Museums will try to meet all requests for loans out from its collections. To allow enough time to administer the loan Hull Museums requires a final list of items requested to be received from the borrower a minimum of six months in advance of the proposed start of the loan. The number of objects agreed for loan will depend on the resources available at Hull Museums to prepare the objects before dispatch to the loan venue.
- 2.2 We do not agree to loans for an indefinite period. All loans are for a fixed term, up to a maximum of 3 years. However, at the end of the three year loan period the loan can be reviewed and, if approved, extended for a further three years.
- 2.3 The loan request will be reviewed by the relevant Curator in charge of the collection, before being assessed at the regular Acquisition, Loans and Disposals meeting, where the Curatorial team will recommend a decision based upon Hull Museums' loans criteria.
- 2.4 Hull Museums will only lend to UK museums and galleries which have been granted full or provisional Accredited status by Arts Council England, or can otherwise prove

that they are able to achieve the required standards of security and environmental care required for Accreditation. International venues must have similar status under their own national scheme, or be able to prove these standards of care. Loans will not be agreed with private individuals, or organizations or venues not freely accessible to the public.

- 2.5 Where applicable, the borrower shall ensure that the objects qualify for immunity or exemption from seizure under any relevant State statutes or laws providing for immunity or exemption from seizure of any objects of cultural significance and that all conditions required to be met pursuant to any such legislation for the objects to be immune from seizure have been or shall be met.
- 2.6 For overseas loans, customs formalities and the provision of export licenses etc. are the responsibility of the borrower. Borrowers must comply with any relevant legislation (e.g. CITES) and make appropriate custom arrangements.
- 2.7 Hull Museums will not knowingly lend objects to any organization where the objects intended for inclusion in the display/exhibition have been stolen, illegally exported or imported from their 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*).
- 2.8 It is Hull Museum policy to treat human remains with the utmost respect and dignity. In exceptional cases Hull Museums may lend human remains from its collections for research purposes or display. In either case the Museum would expect the borrowing institution to adhere to guidance laid out in the following documents:
- Guidance for the Care of Human remains in Museum Collections (DCMS 2005)
 - Guidance for Best Practice for Treatment of Human Remains Excavated From Christian Burial Grounds in England (The Church of England/English Heritage 2005).
- 2.9 Hull Museums will always clearly state the reasons for refusing a loan and may suggest alternative objects or other institutions that the borrower can approach. We will always explain the reasons behind our decision, which might include but are not limited to:

- The object is fragile, in a poor condition, or contains hazardous material;
- Due diligence and legal issues may prevent the loan;
- Removing an object from display would have a significant impact;
- The object is already committed to another exhibition or loan;
- Insufficient time to consider and prepare the loan;
- A compelling case for the loan has not been made by the Borrower;
- The proposed use, context or interpretation of the object is judged inappropriate;
- Suitable display, environmental and security conditions cannot be met;
- The object will not be freely accessible to the public;
- The request is for use as a prop in theatre, film or TV productions;
- Hull Museums is at capacity for making loans during the period in question;

3. TERMS AND CONDITIONS

- 3.1 The Borrower is responsible for all costs related to the loan, which include but are not limited to: preparation and conservation, mounting and framing, insurance, packaging, transport and associated Courier costs. Where possible Hull Museums will work with the Borrower to keep such costs to a minimum: for example by undertaking only the conservation work considered essential for the safeguarding of the loan or by sharing transport with other lenders. We will normally only send a Courier if we have not lent to a venue previously, if the item loaned is fragile or installation is particularly complex, if the item is rare or of high value or if the journey is long or potentially hazardous. All costs will be agreed at the time of agreeing the loan or as soon as they become available. In the event of a late cancellation of the loan by the borrower Hull Museums reserve the right to pass on any costs already incurred.
- 3.2 For loans within the United Kingdom a Borrower will not normally be asked to pay a loan administration fee. However commercial and international Borrowers are charged a loan administration fee which is calculated over the loan preparation period and covers staff time for the planning, documenting and coordinating of the loan. This fee is based on a full cost recovery of expenses incurred in the administration of a loan. A charge of £300s per object will be made. This is in addition to the costs outlined in 3.1 above.

- 3.3 All Borrowers (including each venue for a touring exhibition) must complete a UKRG Facilities, Security and, if required, Display Case Report. Any additional specific requirements for security, handling, environmental control and monitoring etc. will be detailed in the Loan Agreement. Borrowers outside the UK may instead submit a completed Standard Facility Report adopted by the Registrars Committee of the American Association of Museums. For overseas loans, custom formalities and the provision of export licenses etc. are the responsibility of the borrower. Borrowers must comply with any relevant legislation (e.g. CITES) and make appropriate custom arrangements.
- 3.4 A signed loan agreement and Condition Reports must be in place before loan objects are handed over into the care of the borrowing institution. Where the loan is part of a touring exhibition, each venue in the tour must agree and sign a separate loan agreement with Hull Museums.
- 3.5 A loan will be for a maximum period of 3 years, after which it must either be returned, or the loan reviewed by Hull Museums and a loan agreement signed for a further 3 year period. We do not agree to loans for an indefinite period. Valuations will be updated and confirmation sought that the appropriate environmental, insurance or indemnity arrangements remain in place and that the conditions of loan continue to be satisfied. An updated Condition Report will be required prior to renewal.
- 3.6 The Borrower has a legal responsibility to insure the loan items with an all risks 'nail to nail' policy basis for the valuation provided by Hull Museums. We ask that terrorism cover is included in the policy where possible. Alternatively Hull Museums will accept a Government Indemnity Scheme (GIS). The borrower must meet the conditions set out in the GIS guidelines and must also agree to accept a minimum liability for the value of the objects. More information and guidelines are available on the Arts Council's website www.gov.uk/government-indemnity-scheme. A copy of the policy, proof of insurance or GIS certificate must be provided in advance of the date of collection of the loan. Immunity from seizure should be applied if applicable for international loans.
- 3.7 The loan venue must be non-smoking, and eating and drinking will not be permitted in the same room as the loan. All loans must be stored, housed or displayed in a suitably stable environment, avoiding direct sunlight and extremes of temperature and

relative humidity. We would also expect all areas to be monitored as part of the borrowing organisation's integrated pest management programme. Any humidity and heating control systems should operate for 24 hours a day throughout the loan period unless monitoring data can be supplied to support an alternative strategy.

- 3.8 Dependent on the object(s) requested for loan, Hull Museums standard environmental requirements would be relative humidity within 40% - 65% RH with no more than 10% fluctuation within a 24 hour period, and temperature between 16C and 24C with no more than a 10% fluctuation within a 24 hour period. Maximum light exposure must be less than 250 lux and 75 μ w/lumen. Hull Museums will require three months environmental monitoring data from the borrower for a similar period of time as the proposed loan for approval. It may be that the parameters could be tighter for fragile items, or more flexible for robust objects. Hull Museums will work with the borrower to find acceptable environmental display conditions to allow loans to go ahead that meet the required standards, and each loan request will be assessed on an individual basis to ensure that there is a balance between collections care and accessibility'.
- 3.9 Should an incident of loss, theft or damage occur the borrower must notify Hull Museums as soon as possible with the full details of the incident including images of any damage. If any changes to the display or transit of the object(s) occur, the registrar must be informed as soon as possible.