

Maidstone Museums

**Loans Policy & Conditions of Loan**

**Maidstone Museum & Bentlif Art Gallery**

**The Tyrwhitt Drake Museum of Carriages**

**The Queen’s Own Royal West Kent Regiment Museum**

**Governing Body**

**Maidstone Borough Council**

**Approved Cllr Malcolm Greer, 11th Feb 2015**

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1. **LOANS POLICY**
2. **Who we are**

1.1 Museum was established in 1858 by Maidstone Borough Council. Our collections are outstanding in their diversity and quality and consist of approximately 600,000 artefacts and specimens. Whilst its origins are typical of a regional museum created through Victorian munificence, the work of collectors, staff and benefactors over almost 150 years has created an overwhelmingly rich and varied collection of far greater than regional significance.

1.2 The Tyrwhitt-Drake Collection of Carriages (the Carriage Museum) was established in 1946 by Sir Hugh Garrard Tyrwhitt-Drake, twelve times mayor of Maidstone. His collection of carriages, augmented by important vehicles on loan from the Royal Collections and the Victoria & Albert Museum, form one of the most important collections of horse drawn vehicles in Europe.

1.3 The Queen’s Own Royal West Kent Regiment Museum has been housed in the Museum since 1960. It is an independent charitable trust of which the Council is the sole trustee. Its collection of regimental memorabilia includes over 3,000 medals including four Victoria Crosses.

1.4 The museums are recognized as having the largest mixed collections in the county and one of the most important in the south-east of England, outside London. It is regarded by many people as the county museum of Kent.

1.5 The Brenchley Trust and the Bentlif Trust (both registered charities) are partners. The Trustees retain ownership of the collections deposited by Julius Brenchley (1873) and by Samuel Bentlif (1889) but their care and management functions have long since passed into the hands of the Council. Until recently, both Trusts received regular grant-aid from the Council. Their current income is now restricted to small amounts of interest on investments.

1.6 The museums comply with the highest standards of the Museums, Libraries and Archives Council’s (MLA) Accreditation Scheme.

**2. Why we lend**

This policy covers all loans of objects for exhibition both outgoing from and incoming to Maidstone Museums, for any duration. Maidstone Museums makes and receives loans for the following reasons:

* To make the collections more widely accessible, both physically and intellectually.
* To enhance the reputation of Maidstone Museums and its good standing by reaching new audiences locally, nationally and internationally.
* To further knowledge, understanding and scholarship relating to the specimens in its care.
* To increase co-operation with other museums and galleries by the exchange of material.

**3. Who can borrow**

3.1 Maidstone Museums welcome requests to borrow its items for inclusion in exhibitions at other UK Accredited or Registered museums and galleries (or a recognised overseas equivalent)

3.2 We are unable to lend to private individuals.

3.3 Maidstone Museum will not make any stipulation or request to those to whom it is lending or borrowing that it would itself regard as unreasonable if required of it by any institution from which it was borrowing or lending.

3.4 The procedure by which loans, both in and out, are handled is intended to ensure that the Museum acts in a professional and responsible way: agreeing to loan only appropriate objects to appropriate borrowers; minimising all risks and protecting objects whilst out of the Museum’s direct control; managing all loan arrangements in a consistent and efficient manner and providing full documentation to support loan activities.

3.5 The Collections Manager is responsible for approving all loans. Responsibility for the day to day administration of loans is held by Maidstone Museums’ Registrar, in line with the Museums’ Loans in and Loans Out policies and procedures.

## 4. How to request a loan

## *4.1 Preliminary enquiries*

Institutions considering the loan of items from Maidstone Museums in the first instance should contact the Museum's Registrar:

**The Registrar**

**Maidstone Museum & Bentlif Art Gallery**

**St Faiths Street**

**Maidstone**

**Kent**

**ME14 1LH**

**T +44 (0)1622 602838 (Main Museum number)**

Please reference specific Maidstone Museum items wherever possible. We welcome early discussions and are happy to advise about the selection and availability of objects for loan. You can [search an increasing number of Museum artefacts on the Museum’s Collection](http://www.nam.ac.uk/inventory) online catalogue <http://collections.maidstonemuseum.co.uk/adlib/Default.aspx>

## *4.2.1 How to make a formal loan request*

Once you have finalised your list (a minimum of six months before the required lending date), please write on your institution's headed notepaper to the Collections Manager at Maidstone Museums formally requesting the loan (also at above postal address). Please ensure that you tell us:

* The title of the exhibition and outline of its scope;
* Its dates of opening and closing to the public;
* The dates upon which you would like the item(s) from Maidstone Museums to arrive and depart;
* Full details of the items you wish to borrow, including their accession numbers;
* The name, position, telephone numbers, and email address of the contact person at your institution who will deal with all aspects of the loan;
* You must also enclose a completed UK Registrars Group Facilities Report and Facilities Report: Security Supplement downloadable from [www.ukregistrarsgroup.org/](http://www.ukregistrarsgroup.org/))

4.2.2 Please note that items on display in our permanent galleries may not always be available and increased standards of security will be required for high-value, portable items.

4.2.3 Loans in and out will be accepted for a maximum of 5 years, these will be reviewed and potentially extended for a further 5 years at the end of the period.

4.2.4 We lend only accessioned objects. Unaccessioned / deaccessioned material may be made available for lending through educational handling material in cooperation with Maidstone Museums’ Learning Team.

**5. Period of Notice**

To allow enough time to administer the loan, the Museum requires the final list of items needed to be received a minimum of six months in advance of the start date of the exhibition.

## 6. After receiving your request

6.1 Maidstone Museums will inform you in writing/via email within 2 months whether your request has been successful.

6.2 The decision to lend is based on a number of factors such as the availability of the item; its condition; and environmental and security conditions.

6.3 Maidstone Museums’ Collections Manager formally approves all requests or extensions to loan periods.

## 7. If your request is successful

7.1 Once approved, we will send you an estimate of the total costs involved in fulfilling your loan. These include but are not limited to framing, mounting, the preparation of condition reports, professional photography, conservation of objects/replacement objects (if on permanent display) and adaptations to permanent displays for long term loan items. Transport & packing, and insurance costs should all be arranged and paid for by the lender. However, the Museum will work with the borrower to keep these costs to a minimum such as not sending a courier unless a clear need is identified; undertaking only essential conservation; and sharing transport with other lenders if possible. Maidstone Museums do not currently charge a loan administration fee, but reserves the right to do so for overseas borrowers. Where appropriate, we will discuss any customised or specific aspects of Maidstone Museums’ Loan Policy.

7.2 Once the costs are finalised, a copy of Maidstone Museums’ Outward Loan Form will be sent by the Registrar to the named contact at the borrowing institution. This form must be signed, showing acceptance of our conditions together with the estimate and returned. Then work can begin on preparing the items requested for your exhibition.

## 8. If your request is unsuccessful

Maidstone Museums will always clearly state the reasons for refusing a loan but may suggest alternative objects or other institutions that the borrower can approach.

**9. Guidance**

*9.1.1 Outward loans*

Borrowers will have to demonstrate that the specimens they have requested form an important part of their display and that the exhibition itself is coherently thought through and intellectually valid. In deciding whether to lend or borrow, Maidstone Museums will also take account of:

* + The absolute importance of the object
  + The structural condition and stability of the object
  + Whether specific objects could be obtained elsewhere
  + Whether the loan enables objects to be seen in their country of origin and therefore increase access for First Nation peoples, subject to a reasonable expectation of their return
  + Whether a significant publication is involved as this increases access to and interpretation of collections in the longer term
  + The resources available within Maidstone Museums to administer the loan and the notice period (at least 6 months is preferred)
  + Key objects which may form part of the Museum’s school workshops will not normally be considered for loan
  + Whether the request would conflict with Maidstone Museums’ own display plans or detract from the intellectual coherence of an existing display

9.1.2 The borrower must agree to comply with the regulations set out in Museums’ Loan documentation and must sign the Museum’s loan agreement.

9.1.3 If the loan item(s) are part of a collection held in Trust (Bentlif, Brenchley, Kent Archaeological Society, Queen’s Own Royal West Kent Regiment), the relevant trusts must be advised of the loan request.

9.1.4 The Maidstone Museum does not currently charge for loans. It does, however, request that the loan costs are covered by borrowers as outlined in the ‘Conditions for loans’ section.

9.1.5 Maidstone Museums will not lend to any exhibition which includes objects where there is any suspicion that they may have been stolen, illegally excavated or illegally exported from their country of origin or any intermediate country, in violation of that country’s laws or any national and international treaties, including the 1970 UNESCO Convention.

9.1.6 The condition of all loan material will be checked on departure and arrival by Collections staff.

*9.2 Inward Loans*

9.2.1 Incoming Loans will only be accepted if they have been actively requested by a member of Collections or Interpretation staff, such as for exhibition or research purposes, and will be returned to the lender immediately afterwards.

9.2.2 Loans in will not be accepted for more than 5 years, though loans can be reviewed and extended after this period if necessary.

9.2.3 The Museum agrees to abide by the loaning institution’s or individual’s conditions.

9.2.4 The Museum will ensure that all key arrangements are agreed in writing and that each loan is adequately recorded within the Museum’s collections management systems.

9.2.5 The condition of all loan material will be checked on arrival and departure by Collections staff.

9.2.6 The Museum does not normally accept material on long-term loan.

9.2.7 Unless there are compelling and legitimate reasons, hazardous objects and substances will not be accepted under any circumstances (e.g. firearms, objects containing asbestos, explosive, flammable, poisonous, potentially carcinogenic or radioactive material).

1. **CONDITIONS OF LOAN**

The general conditions of loan are listed below. These may be supplemented by special conditions in certain circumstances. Please see ‘Loan Agreement’ for specific terms. These may be scaled based on the size and type of the loan.

**10. Borrower’s General Covenants**

The Borrower covenants, warrants and agrees that:

10.1 It shall take all reasonable steps to keep the objects in the same state of repair and condition as received.

10.2 It shall not carry out any restoration, cleaning, conservation or other work to the objects unless with Maidstone Museums’ prior written agreement.

10.3 It shall not sell, assign, let, pledge, charge or otherwise encumber the objects or any interests therein.

10.4 It shall immediately notify Maidstone Museums’ Registrar by telephone, and in writing, of any loss, theft or damage to any of the objects and of any damage to display cases, enclosures or supports.

10.5 It shall give reasonable access by Maidstone Museums’ staff and/or other named representatives to the loan objects at any time during the loan period, provided reasonable notice is given.

10.6 It has 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 by the *UNESCO Convention on the Means of Prohibiting And Preventing the Illicit, Export and Transfer of Ownership of Cultural Property* adopted on 14th November 1970.

**11. Costs**

11.1 Maidstone Museums do not charge administration or loan fees.

11.2 Borrowers will be responsible for the following costs as specified by Maidstone Museums:

* Special preparation (e.g. mounting, back-boarding, framing and glazing of prints and paintings, materials testing, display supports, mannequins)
* Security and catalogue photography of the objects – professional photography with copyright of images assigned to Maidstone Museums
* Costs for replacing objects on display (e.g. conservation/mounting/preparation of substitutes, or reproduction images)
* Costs of adaptations to museums displays/interpretation to compensate for gaps created by objects removed for loans out.
* External valuations, if needed
* External conservation work, if outsourcing is needed – we have no conservators on staff
* Insurance premiums
* Packing materials and crates, to be packed by specialist art/museum transporters, and packing materials disposed of by movers upon return
* Transport costs, export licence fees and any customs or agents fees
* Courier travel costs and subsistence – if deemed necessary

11.3 Maidstone Museums will provide the Borrower with a template of costs at the beginning of the loan process for budgeting purposes.

**12. Insurance and Government Indemnity**

12.1 The Borrower must insure all objects, at valuations determined by Maidstone Museums, against ‘all-risks’ and on a ‘nail-to-nail’ basis. Maidstone Museums reserve the right to revise the value of any object (especially for long term loans) to take into account changes in the market value of cultural artefacts.

12.2 Maidstone Museums accept British Government Indemnity.

12.3 Where an indemnity is not available, Maidstone Museums will accept the Borrower’s commercial insurance, if a copy of the insurance terms and conditions is sent to the Registrar well in advance.

**13. Facilities**

13.1 In order for Maidstone Museums to obtain information about the borrowing venue’s access, security, storage, display, environment, handling etc., the Borrower will be asked to complete, where relevant, the following (Available for download from [www.ukregistrarsgroup.org/](http://www.ukregistrarsgroup.org/)):

* UK Registrars Group Standard Facilities Report
* UK Registrars Group Standard Security Questionnaire

13.2 Objects in store awaiting display should be kept in an area which meets the same security and environmental conditions outlined within this document.

13.3 There must be no smoking, eating and drinking in the area where the objects are stored before display as well as in the exhibition area. If the galleries are to be used for functions, this must be agreed with Maidstone Museums in advance.

13.4 We are happy to discuss the requirements below. If you feel you cannot meet these conditions or require further clarification or advice, please contact the Registrar who will consult with the Collections Manager and Collections Officer.

**14. Security**

14.1 The Borrower must give information about security and fire precautions at its venue to the satisfaction of Maidstone Museums.

14.2 The building and/or exhibition/display spaces must be physically guarded when cases are open. During installation and de-installation only those individuals directly involved in the preparation of the Exhibition should be admitted into the Exhibition space and preparation areas.

14.3 Details of security precautions will be treated confidentially.

14.4 Maidstone Museums may require other special protective measures in specific circumstances, for example, display case alarms.

**15. Display**

15.1 Methods of display and display materials must be agreed in advance.

15.2 For objects which are 2D works of art, hanging systems must be agreed by Maidstone Museums in advance.

15.3 Enclosures for objects should be glazed cases. It must also be lockable and dust proof.

15.4 Other types of enclosures (e.g. acrylic) may be considered.

15.5 Case materials, mounts, plinths and mannequins should be discussed with Maidstone Museums, particularly for long term displays and in the case of fragile artefacts*.*

15.6 For some loans, information will be requested on other objects within the display case.

15.7 Objects approved for open display should be placed at least a metre behind barriers, except otherwise agreed with Maidstone Museums.

15.8 Copies of exhibition text/research should be sent to the Registrar (for addition to museums’ records)

**16. Environmental conditions and monitoring**

16.1 All objects 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. Maidstone Museums will always work with the prospective Borrower to find acceptable display conditions.

16.2 For Borrowers without any environmental control systems, conditions acceptable to Maidstone Museums can be achieved by enclosing the objects in display cases to create controlled micro climates.

16.3 To ensure the proposed venue meets the specified conditions, Maidstone Museums will require environmental monitoring data from the Borrower for a similar period of time as the proposed loan for approval.

16.4 Unless there are exceptional circumstances, Maidstone Museums will not specify conditions that are more stringent than those where the objects are normally housed. Unless otherwise stated on the object schedule, the following general conditions apply:

*16.5 Relative humidity*

35-70% RH with fluctuations of no more than 10% within these limits in any 24-hour period. These conditions must be maintained for 95% of the time.

*16.6 Temperature*

16-26°C with no more than a 5°C variation within these limits in any 24-hour period. These conditions must be maintained for 95% of the time.

*16.7 Lighting conditions*

16.7.1 Light levels will be 50-300 lux depending on the light sensitivity of the object. Where some daylight or other variable light source is present, levels based on expected cumulative exposure (lux hours) will be considered.

16.7.2 The exposure levels are based on a 10 hour/day exposure; where this is likely to be exceeded on a regular basis then Maidstone Museums must be informed and agreement sought.

16.7.3 Ultraviolet (UV) levels must be below 15 microwatts per lumen at the above illumination levels. Daylight, fluorescent and other lamps which exceed this must be fitted with a suitable UV filter. A maximum level of 75 microwatts per lumen is permissible for light permanent objects only.

**17. Condition checking**

17.1 Condition reports will be prepared by Maidstone Museums for all objects. These will be checked against the objects and agreed upon arrival at the borrowing venue, before repacking at the end of the loan period and then again upon return to Maidstone Museums. In the case of short-term loans, the Borrower is expected to keep the condition reports safely for the duration of the loan.

17.2 Any apparent changes to the condition of the objects during the loan period must be reported to the Registrar immediately. If changes have taken place to any objects on loan, Maidstone Museums reserve the right to recall them.

17.3 In the case of long-term loans, Maidstone Museums may ask the Borrower to check the condition of the objects at certain intervals.

**18. Handling and installation**

18.1 Installation of the objects may not take place while areas of the exhibition are under construction. To ensure that the objects are not affected by hazardous gases, seventy-two hours must be allowed to pass after any painting or use of glue or adhesives in the exhibition area, before installation takes place.

18.2 Maidstone Museums would expect any accompanying courier to witness the placing of the loan in its final display location. Unless otherwise agreed we expect all other objects to be in their final display positions. The courier should witness the securing of the case.

18.3 The Museum may determine special handling instructions for sensitive materials.

18.4 Labels or other identifying markings must not be moved or obliterated. No mark in pencil, ink, paint or any other material should be made on the objects, nor should labels or other adhesive materials be applied to them. However, borrowing institutions may adhere identifying labels to the backboards of framed artworks if necessary.

**19. Packing and transport**

19.1 For large and complex loans, it is requested that the lender arranges specialist packing to be undertaken from Maidstone Museum

19.2 All packing and transport arrangements must be agreed with the Registrar. For touring exhibitions, this includes transportation and storage between venues. Transport, collection and delivery arrangements should be agreed well in advance, allowing at least four weeks for more complex loans. The most direct route for conveyance of loans must be used.

19.3 Purpose-built packing cases will be required for all objects travelling long distance by road or air and occasionally for vulnerable objects travelling short distances. At the end of the loan, borrowing institution/transport company must arrange for removal of the crates and materials.

19.4 Transport to all destinations must be handled by an approved fine art shipping agent, unless otherwise agreed with Maidstone Museums.

19.5 The Borrower will be responsible for storing the packing materials in a secure and environmentally suitable place throughout the loan period.

19.6 For the return journey, objects should be packed and transported in the same way as for the outward journey.

**20. Couriers**

20.1 Maidstone Museums may ask that one or more members of staff accompany objects in transit to oversee unpacking and installation, as well as the de-installation and repacking. This will depend on several reasons including: the complexity of the journey, if the borrowing venue is unknown to Maidstone Museums or has access or other issues, the loan objects are fragile, or of high value or require special handling and if there are security considerations due to the political, legal or cultural sensitivity of the objects.

20.2 In the case of touring exhibitions, Maidstone Museums will determine if a courier is required to accompany objects between venues.

20.3 Couriers must receive adequate subsistence (to be agreed in advance) to cover all expenses, including a reasonable level of hotel accommodation for overnight stays. If public transport is used, couriers should travel first class by rail or business class by air when accompanying objects. The Museum will consider sharing couriers with other lenders, depending on the individual circumstances.

**21. Acknowledgement**

21.1 Acknowledgement must be made to Maidstone Museums in any exhibition captions, graphics publicity and catalogues.

21.2 The appropriate credit line from the following should be used: **Maidstone Museum & Bentlif Art Gallery**; or; **Tyrwhitt Drake Museum of Carriages**; or; **The Queen’s Own Royal West Kent Regimental Museum** and any additional credit information as specified in the Object Schedule of the Loan Agreement.

**22. Complimentary catalogues and invitations**

Maidstone Museums should receive at least one copy of any publication produced, to be sent to the Registrar and two invitations to the private view of the exhibition, to be sent to the Museum Manager and the Collections Manager.

**23. Photography and Reproduction**

23.1 The loan objects may be photographed or filmed by the Borrower only for internal use, as part of recording the installation and exhibition.

23.2 Unless requested by Maidstone Museums, the loan objects must not be photographed individually nor may any close-ups or details be photographed.

23.3 Photographs of the loan objects must be requested from Maidstone Museums. Borrowers are advised to inform Maidstone Museums of their intention to produce a catalogue so that object photography is planned well in advance of despatch.

23.4 Maidstone Museums reserve the right to charge a supply fee for images of loan objects to cover administration costs. If new photography of loan objects is required, Maidstone Museums will charge new photography fees.

23.5 The Borrower may be granted selected reproduction rights free of charge. These will include:

* Reproduction usage in the exhibition catalogue associated with the loan.
* Reproduction usage in any publicity material for the exhibition associated with the loan.
* Reproduction rights for any educational material related to the loan.

23.6 Any commercial use of images of loan objects will be liable to a fee and must be agreed with Maidstone Museums.

23.7 The Borrower will be responsible for obtaining any necessary third-party permissions or consents.

**24. Press and PR**

The Borrower should inform Maidstone Museums of any events or publicity associated with the loan of Maidstone Museums’ objects.

**25. Right to withdraw**

Maidstone Museums reserve the right to withdraw objects from an agreed loan list, or to recall objects on loan at any time if in the reasonable opinion of Maidstone Museums the Borrower and/or the Borrowing Venue(s) have not complied with the Loan Conditions.

**26. Who to contact**

For access to our collections online, please visit: <http://collections.maidstonemuseum.co.uk/adlib/Default.aspx>

Any queries relating to the loan conditions above should be addressed to:

**The Registrar**

**Maidstone Museum & Bentlif Art Gallery**

**St Faiths Street**

**Maidstone**

**Kent**

**ME14 1LH**

**T +44 (0)1622 602838**

**E** museuminfo@maidstone**.gov.uk**