

Museums & Galleries NSW

LOANS

Keeping track of objects from your collection is a very important part of collections management. This is especially true if these objects are out on loan, or you have borrowed them from someone else. People do forget whom they lent things to if they don't keep thorough records. Or, perhaps the person, who lent the object out, leaves the organisation and then that information about where it is on loan is lost. Therefore, it is very important to keep records on where objects are. This can be done through using object location cards and through a small loans program. This way all information about where an object is and who has it is thoroughly kept, rather than being held in the head of one person.

Overview

The issue of lending an object to another organisation (or person) or borrowing an item for a period of time is often avoided by many community museums as the process is viewed as complicated and fraught with difficulties. Lending and borrowing brings an extra dynamic to the museum business. The activity allows the community to view additional objects that can supplement their own local collection and convey a stronger message in an exhibition, it promotes the network on which all collecting organisations depend for support and development and it can promote both the lending and borrowing museum. The successful administration of loans relies on well thought out and strictly adhered to collections management procedures.

Considerations

Before agreeing to lend an object, a museum should consider the identity of the borrower, their plans for the object and the venue, the security of the building, its environment, the staff's familiarity with handling this type of object, and their ability to meet the peculiar needs of the object e.g. display or storage requirements should all be looked at.

Procedures

As in the case of acquiring and deaccessioning objects, a brief description of the arrangements for incoming and outgoing loans should be mentioned in an organisation's Collections Policy.

It is strongly recommended that any organisation that is approached by another interested in borrowing an object, or if it has plans itself for borrowing items, should develop a specific form for this activity (refer to Pro forma 13). While this form

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should be clearly worded and easy to read, it should be comprehensive and include not only the name of the museums and dates but all those conditions pertaining to the loan. Loan agreement forms are in fact contracts and should cover the following points:

- **Parties.** Make sure the person you are dealing with has the authority to offer the object for loan or receive an object. The names of both parties should be included on the form.
- **Subject.** A full description of the object being lent should be noted. This can be taken from the catalogue worksheet. The object should be viewed when leaving the collection and the condition noted. Some organisations take a polaroid photograph. Again it should be checked on its return to see if its condition has deteriorated, for insurance purposes.
If you are receiving an incoming loan, you should inspect it upon arrival and note any difference from the accompanying description. Before being returned, it is advisable to inspect the object and note changes.
- **Purpose.** Whether the borrowing organisation intends to use the loan for exhibition, research or other purposes, should be stated.
- **Period.** This is an important section of the form. Without it the loan cannot be properly administered. An end date must be negotiated at the outset, but it may be extended later.
- **Permanent and long-term loans should be avoided.** They can prevent a museum acquiring similar objects thus leaving a gap in their collections when the loan material is eventually returned. **Valuable resources should be spent on the museum's own objects rather than on one owned by someone else.** Remember the lending organisation has the right to recall the object at any time. A long-term loan can also be seen as a free storage situation for the lender, occupying precious space in your museum or storeroom.
- **Fees, expenses, insurance.** Some museums charge a fee for the lending of an item from their collection. Such policies should be agreed upon by the Committee, written in the Collections Policy and explained to the interested borrower BEFORE the procedure begins.
It is standard practice for the borrower to bear transport costs, and costs such as framing, display supports and conservation treatment if permitted by the lending organisation. The borrower should also cover insurance costs. From the moment the object is prepared for the loan until the object is returned to the lending museum, the borrower is liable. The lending museum sets the insurance value for the object. This is based on **current market value**, i.e. what a similar object, in similar condition would fetch at auction. It is the

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responsibility of the lender to ensure that the borrowing museum accepts the valuation and provides some proof they will cover the insurance.

- **Copyright.** The lending museum should be contacted if the museum wishes to reproduce the object. As the owner of the object may not be the copyright holder and it may take some time to track the holder down, it is advisable to begin this process at the beginning of the loan process. The copyright holder has the right to charge a reproduction fee.
- **Attribution.** The lending organisation should be acknowledged in any text accompanying the object.
- **Record Keeping.** It is extremely important to keep records of incoming and outgoing loans. It is vital to know where an object is, when it is due for return, and to have some proof that it has been received by the borrowing institution, or has been returned if you are the borrower. The best way to do this is to supply a loan form in duplicate. Once the object is received by the external organisation, request the accompanying receipt be signed and returned. File the form along with any other correspondence in appropriate files or ring-binder marked 'Outgoing' or 'Inward Loans'. You will also have to amend other collections management documents in relation to the status of a loan. For example, location indexes need to be changed if an object is out on loan and computer databases.
- **Loans register.** You may also like to consider keeping a loan register. This is similar to an accession or acquisition register, where you would keep a running list of all items on loan either to or from your organisation, who has them or who owns them, contact details and when they are due to be returned. A copy of this type of register is attached.

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PLEASANTVILLE HISTORIC MUSEUM

23 Neat Street, Pleasantville NSW 2999 t: (02) 9999 9999

OUTWARD LOAN OBJECT NUMBER _____

OBJECT DESCRIPTION _____

CONDITION OF OBJECT: (at time of loan) _____

BORROWER NAME

ORGANISATION

ADDRESS

PHONE/FAX

EMAIL

LOAN PURPOSE _____ LOAN PERIOD _____

DATE OF RECEIPT _____ RETURN DATE _____

Please note the following requirements as well as conditions listed overleaf:

MOVEMENT/DISPLAY NEEDS Including recommended requirements

PACKING/TRANSPORT NEEDS Including recommended requirements

CONSERVATION/MAINTENANCE Including recommended requirements

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CATALOGUE & PUBLICITY (Form of acknowledgment)

Signature of borrower _____ Date _____
(2 copies of this form to be signed, 1 retained by borrower, 1 by museum)

MUSEUM USE ONLY

Date of return _____ Received by _____
(lender or agent)

Condition on receipt _____

CONDITIONS OF LOAN

1. The Museum requires notice for the borrowing of an object.
2. No object will be lent unless the safety of the object is assured. Adequate security, environmental conditions and standards of care must be evident.
3. The objects are received by the borrower in good condition unless otherwise stated.
4. The receipt of any agent of the borrower shall be regarded as receipt of the borrower.
5. The borrower shall not convey, transfer, assign, mortgage, pledge, lend or part with possession of the object(s).
6. The borrower shall be responsible for any damage to person or property due to the condition of the object. The Museum should be notified immediately of any such event, loss, damage or deterioration.
7. All costs associated with the loan will be the responsibility of the borrower. These costs will include transport and insurance.
8. No object will be reproduced while on loan without permission from the Museum.
9. The borrower shall acknowledge the lender in any publications or whilst on display.
10. The borrower will follow the instructions featured on the loan form.
11. Representatives of the Museum shall be permitted access to the borrower's premises to examine the object.
12. The borrower may be required to return the object(s) at any time, but no later than the expiration of the loan.
13. Any extensions of the original loan period must be negotiated with the Museum.
14. No object will be lent without the completion of the Museum's Outward Loan agreement form.

Signature of borrower _____ Date _____

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PLEASANTVILLE HISTORIC MUSEUM

23 Neat Street, Pleasantville NSW 2999 t: (02) 9999 9999

INWARD LOAN

OBJECT NO: (as designated by lending institution) _____

OBJECT NO: (as designated by borrowing institution) _____

OBJECT DESCRIPTION _____

CONDITION OF OBJECT (at time of receipt) _____

LENDERS NAME

ORGANISATION

ADDRESS

PHONE/FAX

EMAIL

LOAN PURPOSE _____ LOAN PERIOD _____

DATE OF RECEIPT _____ RETURN DATE _____

Please answer the following:

CATALOGUE AND PUBLICITY

May the Museum reproduce this object in publications and for publicity purpose?

INSURANCE Do you elect to maintain your own insurance? _____

N.B. Value of object to be negotiated in the event of loss or damage.

CONSERVATION

May the museum have permission to clean your loan or do any restoration

work? _____

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MOVEMENT/DISPLAY NEEDS

Recommended procedure (if applicable)

PACKING/TRANSPORT

Recommended procedure (if applicable)

SIGNED _____ DATE _____

(name of lender or authorised agent)

(2 copies of this form to be signed, one retained by the lender, one by the museum)

CONDITIONS OF LOAN

1. The museum will exercise the same care in respect to this loan as it does in the safekeeping of its own property.
2. Loans shall remain in the possession of the museum for the time specified on the form, but may be withdrawn from exhibition by the museum or by request from the lender.
3. Unless the lender elects to maintain their own insurance coverage, the museum will insure this loan for the current market value, against all customary risks of physical loss or damage from external cause while in custody of the museum during the period of the loan.
4. If the lender maintains their own insurance the museum must be supplied with a certificate of insurance naming the museum as additional insured or waiving subrogation against the museum. Otherwise the loan agreement shall constitute a release of the museum from any liability in connection with the loaned property. The museum does not accept responsibility for any error or deficiency in information furnished to the lender's insurers or for lapses in coverage.

SIGNED _____ DATE _____

(name of lender or authorised agent)

