

THE ROYAL AIR FORCE MUSEUM'S POLICY FOR LOANS IN

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THE ROYAL AIR FORCE MUSEUM'S POLICY FOR LOANS IN

Name of museum: Royal Air Force Museum

Name of governing body: Trustees of the Royal Air Force Museum
Delegated authority given to the Senior Leadership Team (SLT) by the Board of Trustees for Collections related Policies and Procedures

Date on which this policy was approved via SLT delegation: September 2021

Date at which this policy is due for review: tThree years after approval

INTRODUCTION

1. The Royal Air Force Museum inspires everyone with the RAF story – the people who shape it and its place in our lives. We are committed to using our collections to share the story of the Royal Air Force and its people. In order to enrich the RAF story through display and research, RAFM will borrow objects to support its storytelling and collection.
2. This policy covers:
 - a. Arranging to borrow object(s)
 - b. Renewing existing arrangements for object(s) on loan to the Museum
3. This policy forms part of the Collections Management set of policies that are a requirement of PAS 197 and Spectrum 5.0 as part of the UK Museums Accreditation Scheme.
4. This policy excludes those objects on short term entry to the Museum for the sole purpose of copying or assessment. Details of arrangements to be made for this activity can be found in the Entry Policy (RAFM/DCM/2/6/4/1).

AIM AND SCOPE

5. Loans-in are undertaken to facilitate access to objects; to provide the opportunity for learning in support of research activities and to support the Museum's work in caring for and preserving its collection. Specifically:
 - a. Display in either a temporary exhibition or one of the permanent galleries
 - b. Research by Museum staff or Collaborative Doctoral Award students
 - c. Study by the general public via the Museum's research facilities or supervised access
 - d. In exceptional circumstances, the Museum may take objects on loan with a view to later accepting them as a gift, bequest or purchase. For these objects, an assessment will be undertaken to assess the potential public benefit of facilitating public access during the loan while considering its contribution to the collection.
6. Objects accepted on loan must fall within the Museum's collecting remit as detailed in the Collections Development Policy (RAFM/DCM/2/6/3/1).
7. The Museum will not take inward loans in circumstances that would be damaging to the Museum's standing and reputation.

8. The Museum will not accept the loan of any object where we have good cause to believe that:
 - a. The current holder does not hold the valid title of the object
 - b. The current holder cannot lend the object to the Museum free from encumbrances
 - c. The object was stolen, illegally exported or imported.

LEGISLATION AND ETHICS

9. The Museum aims to comply with these national and international policies, guidelines and standards relating to lending collections which include, but are not limited to:
 - a. Government Indemnity Scheme Guidelines 2016
 - b. National Museum Directors' Council (NMDC) and Touring Exhibitions Group (TEG) Principles for Lending and Borrowing 2021
 - c. ICOM Code of Ethics for Museums 2017
 - d. Museums Association Code of Ethics for Museums 2016
 - e. Museums Association Effective Collections 2012
 - f. Code of Practice on Archives for Museums and Galleries, 2002
 - g. PAS197: 2009 Code of Practice for Cultural Collections Management
 - h. UNESCO 1970 Convention
 - i. Return of Cultural Objects Regulation 1994
 - j. Dealing in Cultural Objects Offences Act 2003
 - k. Combatting Illicit Trade 2005
 - l. Firearms Act 1968
 - m. National Museums Act 1980, 1983, 1997 & 2002
 - n. Museums and Galleries Act 1992
 - o. General Data Protection Regulation 2018

PRINCIPLES

10. All new loan requests and loan renewals must be submitted to and approved by the Loans Committee before any formal commitment is made. This will be done through the completion and submission of the relevant request form setting out the purpose for the loan and confirming the Museum has sufficient resources to manage the loan.
11. In considering whether to borrow an object a number of factors need to be considered including but not limited to:
 - a. Due diligence checks must be carried out to confirm the ownership of the object including verifying the object is not known or suspected to have been stolen, illegally imported or exported, or illegally excavated as defined by UNESCO 1970 Convention;
 - b. Any hazards that may be associated with the object need to be verified;
 - c. The acceptability to the Museum of any conditions that are placed on the loan by the owner of the object;
 - d. The ability to obtain import customs clearance and subsequent export licences;
 - e. Any costs to the Museum for the transport, care and display of object(s) including the return of the loan.
12. RAFM will ensure loans in requests are made in a timely manner in line with the lender's timescales.
13. All loaned in objects and loan renewals are to be agreed at the Loans Committee and the formal levels and authorised signatories are:

- a. For an object or group of objects valued up to £24,999 by Head of Collections and Research
 - b. For an object or group of objects whose value lies between £25,000 to £249,999, by Director of Content and Programmes
 - c. For an object or group of objects whose value lies between £250,000 and £499,999 by Chief Executive
 - d. For an object or group of objects valued above £500,000 or more by the Chair of Trustees on behalf of the Board.
- 14.** The objects will be borrowed for a specific time period that will be determined by the purpose of the loan and will be agreed between all parties. The Museum's recommended maximum period for loans is three years. In specific circumstances, the Museum might seek to extend the loan. In that case, the request of extension will be submitted to the Loans Committee 6 months ahead of the termination of the Loan Agreement. Upon the positive decision of the Loans Committee, the extension in advance of the termination date will be negotiated with the lender.
- 15.** The Museum will confirm all inward loans in a formal Loan Agreement which will include specific details of the loan arrangements, related responsibilities of care, insurance and/or Government Indemnity Scheme (GIS), any special conditions relating to the object, practicalities, related costs and related obligations including obtaining of a valuation.
- 16.** The Museum will accept responsibility for all reasonable costs in connection with the loan. These include:
- a. Insurance in transit where applicable
 - b. Packing and transport
 - c. Courier costs
 - d. Costs associated with import and export customs clearances
 - e. Specific display requirements, including conservation.
- 17.** The Museum reserves the right to remove loaned objects to a place of safety in case of emergencies (fire, flood, etc).
- 18.** During the course of the loan it may become necessary for the Museum to move or relocate borrowed objects. If such an event arises, the Museum will endeavour to inform the lender of any impending object move as soon as is reasonably practicable.
- 19.** If any object is damaged while in the Museum's custody the owner will be notified immediately.
- 20.** The Museum will only accept responsibility for damage and deterioration of an object while in its care if it is proved beyond reasonable doubt that the Museum has been negligent in its duty of care. In such cases the Museum will bear the burden of any repairs/replacement.
- 21.** The Museum will not be responsible for damage caused by:
- a. Acts of God
 - b. Wars
 - c. Epidemics
 - d. Fires
 - e. Storms or lightning
 - f. Earthquake
 - g. Flood

- h. Insurrection, riots or civil disturbances
 - i. Terrorism
 - j. Legislation
 - k. And any other cause which is not attributable to any act or failure to take preventive action by the Museum.
- 22.** Loans in may be terminated at any time by the Museum with a minimum of six months written notice.
- 23.** A lender may wish to reclaim the object before the expiration of the loan agreement. In these cases, the Museum will require six months' written notice of the early termination of the loan agreement.
- 24.** Objects will be returned promptly to their owner at the end of the loan period or when no longer required, subject to observation of the agreed notice period. Where an object is no longer required and the lender cannot be contacted to agree an early collection date, the Museum will store the object until the end of the planned loan period.
- 25.** The Museum will contact the owner three months in advance of the end of the loan period to negotiate either the return of objects or renewal of the loan agreement.
- 26.** In the case of all current loan agreements the Museum, having exhausted all reasonable effort to contact the lender/owner, reserves the right to dispose of or accession into its permanent collection loan in objects following the Collection Development Policy if they are not collected within one year after the agreed collection date.
- 27.** The research and exercise of judgement on the suitability of an object to be borrowed by the Museum for display or study rests in the first instance with the Lead Curator and the Head of the Collections and Research.
- 28.** Once approved by the Loans Committee, the responsibility for the overall administration of incoming loans including those for temporary exhibition, displays and research loans rests with the Museum Registrar. The detailed arrangements for receipt, registration and indemnity are the responsibility of the Museum Registrar in consultation with the relevant Curator of the Collection, Lead Curator of the Exhibition/Display and the Exhibitions Department as appropriate.
- 29.** The Museum Registrar will hold all the communication relating to inward loans centrally and securely with controlled access.

RELATED POLICIES

Collection Development Policy (RAFM/DCM/2/6/3/1)
Object Entry Policy (RAFM/DCM/2/6/4/1)
Due Diligence Policy (RAFM/DCM/2/6/32/1)
Location and Movement Policy (RAFM/DCM/2/6/5/1)
Conservation and Collection Care Policy (RAFM/DCM/2/6/21/7)
Condition Checking and Technical Assessment Policy (RAFM/DCM/2/6/21/1)
Insurance and Indemnity Policy (RAFM/DCM/2/6/10/1)
Loss Policy (RAFM/DCM/2/6/13/1)
Object Exit Policy (RAFM/DCM/2/6/12/1)

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APPENDIX A

TERMS AND CONDITIONS OF THE CURRENT RAFM LOAN IN FORM

Preamble

1. The Borrower is the Trustees of the Royal Air Force Museum (hereinafter referred to as 'the Museum'). The Owner or Lender is the person named on the first page of the Loan In Agreement. The Trustees of the Royal Air Force Museum greatly appreciate the Owner or Lender's generosity in permitting this loan. The Terms and Conditions described protect the Owner or Lender, the object(s) being lent and the Museum.

Duration

2. The loan will be for a fixed period as outlined in the Agreement.
3. Six months before the expiration of the Loan period the Museum will contact the Lender/Owner in writing at his/her email or postal address to either negotiate a new loan or make arrangements for the return of the objects to the Lender/Owner.
4. If after a period of three months from the sending of the email or letter pursuant to the clause above:

- a) No reply from the Lender/Owner has been received;
- b) Any negotiations for a new loan agreement have not been concluded; or
- c) The Museum and the Lender/Owner's reasonable endeavours to find a mutually acceptable time/place for the return of the object(s) to the Lender/Owner have not been successful;

The Museum may decide when and where the objects may be returned to the Lender/Owner and shall give the Lender/Owner written notice of such decision by registered or recorded delivery to the address provided on the most recent loan agreement.

5. If no reply to the Museum's notice given pursuant to the clause above is received, the Museum shall make reasonable efforts to trace the Lender/Owner. If such efforts are unsuccessful and therefore the object(s) remain in the custody of the Museum, then:

- a) At any time after a period of six months from service of the notice in the clause above, the Museum may dispose of the object(s) in accordance with the Torts (Interference with Goods) Act 1977; or
- b) If after a period of six years from service of the notice in the clause above, if not so disposed of and if unreturned, in consideration of their storage and safeguarding during such a period, the Lender/Owner agrees that the Lender/Owner's title to the object(s) shall if the Museum so desires (such election requiring no notice to the Lender/Owner), immediately and without further notice, become transferred to and vested in the Museum.

6. At all times following the end of the Loan Period the Museum shall be entitled to apply the terms of this Loan-In Agreement for its benefit as if the Loan period were still current save that it is agreed that for the purposes of the Limitation Act 1980 the date of the Museum's notice under clause above shall be the date when any cause of action accrues to the Lender/Owner (including any successor in title) in respect of the return of the object(s) by the Museum.

7. The Museum or Lender/Owner may terminate the loan with six months' notice in writing.

8. If a loan in is to be renewed, the Lender/Owner should receive a renewal request three months before the loan expires.

Packing and transport

9. Unless otherwise agreed between the Museum and the Lender/Owner, the Museum shall arrange and bear the cost of packing, transportation and delivery of the object(s):

- a) To the Museum or its authorised representative on the commencement of the loan; and
- b) To the Lender/Owner or their authorised representative on or around the expiration date of the loan, at such time and to such address as the Lender/Owner shall reasonably request.

Lenders/Owner's responsibilities

10. The Lender/Owner hereby warrants and undertakes that:

- a) The Lender/Owner is the absolute legal Owner of the object(s);
- b) The Lender/Owner has the right to enter into this Agreement and that it is not constrained by any existing agreement or arrangement from entering into this Agreement or from granting any of the rights granted under this Agreement, and that all necessary consents have been obtained;
- c) The Museum shall enjoy quiet possession of the object(s) during the Loan period and the Lender/Owner is not aware of any past, current or potential third party claims which might affect the Museum's quiet possession of the object(s);
- d) The object(s) were not acquired by illegal or unethical means;

- e) The Lender/Owner has complied with all requirements, legal or otherwise, relating to any export or import of the object(s)
11. The Lender/Owner will promptly inform the Museum in writing:
- a) Of any changes to current contact details the Museum holds for the Lender/Owner including postal address, email address and/or contact telephone/mobile number;
 - b) Of any changes of Ownership of the object(s);
 - c) In the case where Ownership of the object(s) has changed during the Loan Period a new loan agreement with the new Owner will be required for the loan to continue. The new Owner will be required to provide proof of their legal title to the object(s) concerned prior to it being despatched to them or prior to the signing of a new loan agreement.
12. If the Owner wishes to sell the loaned object(s), it is the Owner's responsibility to notify the Museum as soon as possible in order to terminate the loan and arrange for the object(s) to be returned to the Owner with minimum delay. The Museum will not make any arrangements for exceptional access of loaned objects to any third parties wishing to purchase the object from the Owner during the period between notice being received from the Owner and the object(s) being returned.

Care of object(s) for duration of loan

13. The Museum will extend the same general level of care and security to all loaned object(s) as it does to its own collection. The Museum may agree to additional measures of care and security at the request of the Lender/Owner or on the advice of specialists.

14. The Museum shall:

- a) Undertake an object condition assessment in respect of loaned object(s) upon arrival at the Museum and before the end of the loan period and provide a copy thereof to the Lender/Owner;
- b) Allow the Lender access to the object(s) for the purpose of inspection at reasonable times and on reasonable notice (under the proviso that any damage caused to the object(s) during such an inspection shall be the Lender's/Owner's responsibility);

15. The Lender/Owner's written permission will be sought by the Museum before any interventive conservation work is carried out either to an object(s) or to any accompanying part of it. Such conservation work will only be carried out in order to protect the object(s) or the public. The Lender/Owner will need to approve and may assist in the selection of an appropriate conservator to carry out the necessary work. All conservation expenditure will be agreed with the Lender/Owner before any work is undertaken or contracted.

16. 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 Lender's or Owner's request.

17. The Museum shall promptly inform the Lender/Owner of any loss of, or damage to object(s) whilst in its care.

18. 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 object(s) lent.

19. The Museum is under no liability for the loss of, or damage to, the object(s) arising or flowing from the condition (including inherent vice or a pre-existing flaw) of the object(s) at the time of its loan.

20. The Museum is under no liability for loss of, or damage to, the object(s) arising or flowing from the negligence or other wrongful act of the Lender/Owner, his/her servants or agents or for claims by third parties claiming entitlement to the object(s).

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

22. If, during the period of the loan, the Lender/Owner removes the object(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 object(s) is returned in the same condition to the Museum.

Display and storage of loaned objects

23. The Museum cannot guarantee to display object(s) lent to it for the entire duration of the loan.

24. The Museum has 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 object(s) is displayed, the content of any accompanying text and the choice of any photographs, unless specifically agreed otherwise with the Lender/Owner.

25. Object(s) lent to the Museum for the purpose of exhibition will not be operated, worn, entered into or climbed onto without the prior written permission from the Lender/Owner and then only if in the judgement of the Museum such use is safe and not detrimental to staff, the public or the loaned object(s).

26. The Royal Air Force Museum is a multi-site museum. The Lender/Owner agrees that the object(s) may be displayed or stored at or transported between any of the Museum's premises during the loan period. If the object(s) is to be moved to another of the Museum's sites other than its original delivery point, the Museum will seek to inform the Lender/Owner with as much notice as is reasonably possible.

Photography and reproduction

27. In general, the public may photograph object(s) on display in public galleries for their own private use, including object(s) on loan.

28. 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 to protect vulnerable object(s) from light damage.

29. Any photographs taken by the Museum for record or publicity purposes remain the copyright of the Museum. The Museum will seek the Lender's/Owner's consent to the use of such photographs and due acknowledgement will be made that the material is illustrated by permission of the Lender/Owner.

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

31. If the Lender/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.

Intellectual Property Rights

32. The Lender/Owner shall disclose to the Museum all information known to the Lender as to the intellectual property rights subsisting in the object(s). In doing so, the Lender/Owner will provide the Museum with the assurance that the information disclosed pursuant to this clause is true, accurate and complete to the best of the Lender's/Owner's knowledge.

33. To the extent that the Lender /Owner owns some or all of the Copyright, and unless otherwise agreed in writing by the parties, in further consideration of the mutual undertakings contained herein, the Lender/Owner hereby grants to the Museum and its subsidiaries an irrevocable, non-exclusive, royalty free, perpetual and worldwide licence to produce and reproduce photographic images (in still or video formats) or the objects(s) in any medium and to publish such reproductions or permit their reproduction and publication by third parties for any purpose in all media.

34. To the extent that the Lender/Owner does not own some or all of the Copyright, the Lender/Owner undertakes to provide all reasonable assistance to the Museum and its subsidiaries in securing the licence referred to in clause above.

35. To the extent that no Copyright and/or other intellectual property rights subsist in the object(s), the Lender/Owner agrees that the Museum may produce and reproduce photographic images (in still or video formats) of the object(s) in any medium and to publish such reproductions or permit their reproduction and publication by third parties for any purpose and in all media.

36. The Museum can accept no responsibility for images made by visitors to public areas of the Museum nor their subsequent reproduction or use thereof and the Lender/Owner agrees and acknowledges that the Museum shall not be liable for any resulting infringement of Copyright or other intellectual property right.

37. Unless expressly agreed otherwise in writing between the Museum and the Lender/Owner, the Museum and any wholly owned subsidiary of the Museum shall be entitled to refer to the Lender/Owner by name as the source of the object(s) in any context, including but not limited to captioning, cataloguing and exhibiting of the object(s), in merchandising and publicity, on websites and in response to enquiries from any party.

Data Protection

38. The Royal Air Force Museum holds personal data which provides an accurate record of provenance information of the objects held within its collection. The lawful basis for the processing and retention of this information is Legitimate Interest and Contract work. This data will only be used to ensure compliance in the Museum's legal responsibility to retain full provenance information in perpetuity. It will be held securely with physical and technological controls in place. It will only be seen by Museum staff on a regular basis. Personal data will only be shared in the event of an object being placed on loan or in the case of a disposal. The Museum's Privacy Policy can be found at <https://www.rafmuseum.org.uk/default/privacy-policy.aspx>

Freedom of Information

39. The Lender/Owner acknowledges that the Museum is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and shall assist and co-operate with the Museum on request by the Museum and as necessary to enable the Museum to comply with FOIA.

Valuation and Insurance

40. The agreed valuation of each object is the value specified in relation to that object in this agreement, and may be varied from time to time with the mutual agreement of the Lender/Owner and the Museum.

41. For the avoidance of doubt, the valuation of the object(s) is agreed for the purposes of this Agreement only and is without prejudice to any other valuation of the object(s) which has been or may be agreed for any other purpose.

42. No object will be accepted on loan to the Museum without a valuation agreed by both the Lender/Owner and the Museum. If the Lender/Owner and the Museum cannot agree on a valuation, an independent assessor should provide one, the cost of the valuation to be met by the Museum.

43. For loans-in from all except Government sponsored bodies the following arrangements apply:

- a) The costs of repairs /replacements for objects or for a collection of objects valued at less than £1000 from private individuals or organisations will be covered by the Museum
- b) The costs of repairs /replacements for objects or for a collection of objects valued at over £1000 from private individuals or organisations will be covered by commercial insurance
- c) The RAF Museum will observe the requirements and conditions of Section 16 of the GIS guidelines:

Annex D: General security conditions and environmental conditions which apply under the Government Indemnity Scheme (National Heritage Act 1980, Section 16);

Annex E: General transport conditions which apply under the Government Indemnity Scheme (National Heritage Act 1980, Section 16);

Annex F: Food and drink conditions which apply under the Government Indemnity Scheme (National Heritage Act 1980, Section 16)

44. The Museum shall not be liable for any loss of, or damage to, the object(s) caused by:

- a) natural deterioration or wear and tear;
- b) the negligence or other wrongful act of the Lender/Owner, its servants or agents;
- c) war, hostilities or war-like operations;
- d) the condition (including inherent vice or pre-existing flaw) of the object(s) on delivery to the Museum or its authorised representatives;
- e) natural disasters;
- f) any third party claiming entitlement to the object(s); or
- g) restoration or conservation work undertaken to the object(s) by the Museum, its servants or agents with the agreement of the Lender/Owner.

Additional conditions

45. This Agreement shall be subject to the Laws of England unless agreed otherwise with the Lender/Owner. In the event of any dispute or difference between the Lender/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 Lender/Owner and the Museum.

46. This Agreement is binding on all heirs and successors to the title of the object(s). Any new Lender/Owner will be required to establish proof of ownership, prior to any return of any object(s).

47. The Museum complies with all national and international standards for spoliation and illicit trade.

48. Object(s) on loan to the Museum will not be lent to a third party.