

Loans Policy for Clare Museum

2020 – 2025

Clare Museum Loans Policy

This policy regulates the following:

- The lending of items from the Clare Museum collection to other institutions.
- The borrowing of items into Clare Museum from other institutions or private owners.

The mission of Clare Museum is to collect, preserve, interpret and display the material culture relating to the history of County Clare, both in the museum building and online, as an educational resource and a socially inclusive cultural service for the people of Clare and visiting tourists.

The policy will be discussed internally on an annual basis will be formally reviewed every five years.

Guiding Principles

Clare Museum acknowledges its ethical responsibility to care for all items in its collection, held as they are in trust for the benefit of the public, while at the same time providing access to these collections to the broadest audience possible.

The following criteria will govern the balance between these two goals:

1. Criteria Governing Loans Out

- 1.1 Loan requests may only be authorised by the Curator or an authorised representative.
- 1.2 Only loan requests from museums and universities that have achieved the necessary standards of Curatorship and security will be considered appropriate.
- 2.2 Only objects that are the property of Clare Museum will be considered for lending. Under no circumstances will Clare Museum lend objects that are on loan to it from other sources.
- 2.3 Potential lenders must make preliminary enquiries about the availability of items for loan before making a formal request. Intending borrowers should research potential loan objects via the museum website and discuss these with the Curator in advance. Decisions regarding lending will take conservation, documentation and transportation requirements of potential loan objects into account.
- 2.4 A formal loan request in writing must be made to the Curator of Clare Museum. This should include the purpose of the loan, the proposed dates, the borrower's contact

details, the list of items and their registration numbers. If the items are intended for exhibition, then the title and the theme of the exhibition must be included.

- 2.5 Formal requests must be made a minimum of six months in advance in the case of loans for exhibitions and a minimum of three months in the case of loans for research purposes.
- 2.6 Clare Museum will normally require a confidential Facilities Report to be completed by the borrower and a venue inspection may also need to take place before a Loan Agreement is entered into. A Facilities Report must be completed and returned to the Curator at least three months before the commencement of the loan.
- 2.7 If the completed Facilities Report meets the Museum's requirements then an inspection will be arranged. If this proves successful and a loan is approved, the objects are made the subject of a detailed Outgoing Loan Agreement.
- 2.8 The Loan Agreement will be a legally binding contract between the two parties. The Loan will not proceed until a copy of the Loan Agreement has been signed and returned to Clare Museum.
- 2.9 The borrower must provide commercial all-risk insurance for the objects from the time of departure from Clare Museum until their return there, i.e. 'nail to nail' cover. Valuations of items for insurance purposes will be made by Clare Museum based on the current market value of the items.
- 2.10 Clare Museum will appoint a staff member, either the Curator or another staff member trained and experienced in object handling and collection care, to be responsible for couriering, packing, transport and installation of loan items.
- 2.11 Clare Museum will provide condition reports to be signed by both parties to the loan at the points of entry and exit. A photographic record of the loan will be taken and maintained by Clare Museum.
- 2.12 If the loan is for the purpose of exhibition, the Curator will be principally responsible for putting the items on display and subsequently taking them off display. Cases must be locked and unlocked in the presence of Clare Museum staff. Borrowers are not permitted to open cases in which Clare Museum objects are held or handle loan objects without prior permission, except in cases of emergency. Any damage to loan objects must be immediately reported to the Curator of Clare Museum. Any breaches of security or unintentional damage to cases or items within an exhibition, must be reported to the Curator of Clare Museum, whether or not the loan items were affected.
- 2.13 The borrower will be responsible for all reasonable costs associated with the loan, which will be specified by Clare Museum before the Loan Agreement is signed. This may include costs relating to conservation, packing, photography, display preparations and transport. Courier travel, accommodation and subsistence costs

will normally be paid by the borrower directly to Clare Museum. These costs will be based on current local authority rates for travel and subsistence. Clare Museum will cover the cost of administering the loan.

- 2.14 It is the responsibility of the borrower to apply for the necessary export licenses and to have these in place before any Loan Agreement is signed.
- 2.15 Clare Museum will continue to hold all intellectual property, photographic, filming rights and publication rights over objects loaned out from the collection. A rights and reproductions form from Clare Museum should be sought by the borrower and completed with signed permission from the curator for any reproduction.
- 2.16 Loans In and Loans Out agreement forms will be kept on file. Clare Museum will maintain a Loans Out record on the Loans Out section of its Adlib database, while a Loans In schedule will be maintained on the museum curators PC to allow for timely loan renewals.

3. Basic Security and Environmental Requirements

- 3.1 All Clare Museum items must be provided with a stable environment. Unless otherwise stated on the schedule of items, this will be a temperature in the range of 18 – 22° c and relative humidity in the range of 40-65% with fluctuations of no more than 5% within an hour. UV radiation must be kept below 75 microwatts per lumen. Light levels for the items will be set by the Curator according to the sensitivity of the objects concerned.
- 3.2 The borrower is required to have adequate security arrangements in place at the venue, including as a minimum standard a 24 hour monitored burglar and fire alarm. The security arrangements will be judged on the basis of the confidential Facilities Report and a venue inspection.
- 3.3 In the case of objects on loan for exhibition, Clare Museum will specify display conditions for each item and these should be discussed with the Curator at least six months in advance. These stipulations will be dictated by the security and environmental conditions required for the loan of items or collections.
- 3.4 Display cases used to exhibit loan objects must be of an acceptable museum standard for reasons of conservation and security:
 - 3.4.1 The cases must be stable, ensuring that objects are protected from vibration and knocks.
 - 3.4.2 All joins and doors must be dust-proof and the case airtight.
 - 3.4.3 All materials used to make the case must be completely inert.
 - 3.4.4 Oil based paints and felt should not be used in the display case.
 - 3.4.5 Internal linings must be fixed with staples or equivalent and not glued.

- 3.4.6 The case must be completely secure, access being controlled by means of locks or panels fixed with security screws, which are secured once installation has taken place.
- 3.4.7 The interior of the case should not be painted unless a minimum of 3 weeks has elapsed before the object is installed. Any paintwork or varnish to the exterior of the case should be completed at least 72 hours prior to installation of the items.
- 3.4.8 The case should not have internal lighting. Lights should be housed in a separate compartment to the objects with a UV absorbent daylight filter between the lamps and the object. Access to the light must not involve opening the case.
- 3.4.9 Any glass used in the case must be a minimum of 7.5 mm thick laminated glass. If the object is of high value the case must be of laminated glass of at least 11.5 mm thickness and fitted with alarms that respond to vibration and to interference with locking mechanisms.
- 3.5 Borrowers must provide easy and safe access for the installation of loan items, as well as a secure area for unpacking and packing.
- 3.6 Clare Museum's loan must be acknowledged on any exhibition labels or in any publication relating to the loan.
- 3.7 It is not permissible to publish any photographs or film of loan items or reproduce images of loan items for exhibition, educational, publicity or promotional reasons without the written consent of Clare Museum. If photographs of loan items are required, borrowers should allow sufficient time for photography to take place in advance of the commencement of the loan. The borrower will cover the cost of any photography required. Selected reproduction rights will normally be granted free of charge. Clare Museum items and their associated documentation will remain the intellectual property of Clare Museum.
- 3.8 Guidelines for handling, packing and transportation in the event of an emergency will be provided by Clare Museum.

4. Criteria Governing Loans In

- 4.1 Clare Museum may seek loans from external sources for exhibition or research purposes, from either museums or private individuals.
- 4.2 The acceptance of items on loan may only be authorised by the Curator or an authorised representative.
- 4.3 The same care and precautions will be taken for the safe custody of objects received on loan as for the safe custody of the permanent collection.
- 4.4 The museum will abide by the conditions attached to loans set by lending institutions.

- 4.5 Items may be accepted on loan for a finite period, for the purposes of identification, conservation, display or specific study. In exceptional cases, a privately owned item of major importance that falls within the scope of this policy and the Collection Policy may be accepted on a finite long loan, whether or not it is required for immediate display or research.
- 4.6 No item will be received on 'permanent loan', a term that has no legal status.
- 4.7 The period of all loans will normally be agreed in writing between the Curator and the owner of the item at the time of deposit. Where the term of a loan has expired, it may be renewed or extended for further finite periods, at the discretion of both the owner and the Curator.
- 4.8 All loans must be accompanied by the appropriate documentation.
- 4.9 The condition of the loan material will be checked on arrival and on departure by either the Curator or an authorised staff member.
- 4.10 The Museum is a designated museum as described in the National Cultural Institutions Act 1997 and in the National Monuments (Amendment) Act 1994. The Museum is therefore legally entitled to retain objects on behalf of the State. The National Museum of Ireland will only lend objects to designated museums.
- 4.11 Archaeological objects acquired by Clare Museum under the National Monuments (Amendment) Act 1994 may be borrowed from Clare Museum once the venue meets the conditions of this Loan Policy and those detailed in the Loan Policy of the National Museum of Ireland.

References:

Donegal County Museum Loan Policy

Kerry County Museum Loan Policy