



Royal College  
of Surgeons  
of England

ADVANCING SURGICAL CARE

# Royal College of Surgeons of England Museums Loans Policy

**Collections:** The Museums of the Royal College of Surgeons of England, including the Hunterian Collection (RCSHC); the College Museum Collection (RCSHM); the Historical Instrument Collection (RCSIC); the Special (RCSSC); the Odontological Collection (RCSOM) the Anatomy Collection (RCSAC); the Pathology Collection (RCSPC); the Microscope Slide Collection (RCSMS) and associated reserve collections.

**Governing bodies:** The Council of the Royal College of Surgeons of England/  
The Board of Trustees of the Hunterian Collection

**Date approved by Trustees of the Hunterian Collection:** 9 October 2024

**Date approved by Library, Museums and Archive Committee:** 19 September 2024

**Date approved by College Council:** 5 December 2024

**Date for review:** September 2029

## **1. Museums Statement of Purpose**

- 1.1. The Royal College of Surgeons of England (RCS England) holds collections of outstanding medical, scientific, historical and cultural significance. Some Designated and Accredited by Arts Council England. The collections are held in trust for the benefit of the public in relation to its stated objectives. Loans will be made for specific purposes that further RCS England's aims for these collections. These are to:
  - 1.1.1. Enhance RCS England's reputation by raising awareness of surgeons and their work in society.
  - 1.1.2. Aid the professional work of RCS England by providing training resources.
  - 1.1.3. Facilitate and generate excellent medical, scientific, historical and other research.
  - 1.1.4. Support public engagement with, and understanding of, surgery, its history and practice and related arts and sciences.

## **2. Scope and purpose of the policy**

- 2.1. This policy covers loans of museum objects ('material') to and from the Royal College of Surgeons of England (RCS England) Museums for any duration.
- 2.2. Loans offer the opportunity of extending access to items which would otherwise remain in store and facilitates research which would not otherwise be carried out. RCS England Museums actively supports the loan of accessioned items to other museums, educational or research institutions, within available resources and subject to loan conditions.
- 2.3. This policy does not cover material held in RCS England Archives or Library and Surgical Information Services.
- 2.4. RCS England will loan to institutions, and in exceptional cases individuals such as independent scholars, RCS England will not normally loan for commercial use. Ethical considerations will be taken into account, especially in relation to human remains, see (3) below.
- 2.5. For the purposes of research requests, *RCS England Museums Research Policy* should also be consulted.

## **3. Preconditions**

- 3.1. The benefit of increased access to collections and the benefits of research must be offset against the amount of work and time involved in setting up these loans and their relevance to RCS England Museums strategic aims. Loans will only be made or received if Museums staff time and other necessary resources are available.
- 3.2. All loans must be approved by the RCS England's Director of Museums and Special Collections. Loans with significant resource implications or potential to impact on RCS England's reputation will be referred to the Library, Museums and Archives Committee (LMAC). Loans from the Hunterian Collection must also be subject to agreement of the Board of Trustees of the Hunterian Collection.

- 3.3. In general, the Borrowers must demonstrate that the loan will either provide greater public access to material than would otherwise be possible or will facilitate research that could otherwise not be undertaken. Loaned material will normally be from RCS England Museums stored collections, but material currently on exhibition may be made available for loan under exceptional circumstances.
- 3.4. RCS England Museums will not lend to any exhibition which includes objects that are known or suspected to have been stolen, illegally excavated or illegally exported or imported 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*.
- 3.5. Material will only be lent if it is:
- 3.5.1. in a suitable condition for transportation.
  - 3.5.2. in a suitable condition for the proposed use.
  - 3.5.3. unlikely to be exposed to undue risk.
  - 3.5.4. to be housed in conditions suitable for its preservation.
- 3.6. Further conditions may be imposed depending on the nature of the material borrowed.
- 3.7. In the case of sensitive, valuable and/or manuscript material, RCS England may require courier(s) to accompany the loan in transit or installation.
- 3.8. All loans will be agreed for a specified period, with a maximum of five years in exceptional circumstances. No inward or outward loan will be made for an indefinite period or as a 'permanent loan'. It is the Borrower's responsibility to return the item(s) by the agreed return date. The Borrower should contact RCS England one month before the expiry date is reached. Loans may be renewed at the agreement of both parties.
- 3.9. RCS England will not normally agree the loan of fragile items more than once in a five-year period.
- 3.10. The Borrower must adhere to all conditions specified by RCS England and must give immediate notification if these conditions cannot be met. Failure to comply with the conditions of the loan may result in the material being recalled. In exceptional circumstances RCS England may need to withdraw loaned material even when all loan conditions have been met. In this case a three month notice period will be given.
- 3.11. Unless a specific agreement has been made for an individual loan, the Borrower will bear all direct costs of borrowing including: transport, photography, conservation, display preparation (material costs), independent valuation, insurance, and regular inspection of the loaned item(s). In addition, any costs arising from an insurable incident may be borne by the Borrower. This may include travel, legal fees or consultants' fees. In the case of any emergency interventive work, the Borrower may need to cover all associated costs. This may include travel and conservation consultants' fees.

- 3.12. The Borrower may be required to cover indirect costs. This may include staff time, especially for International loans, to: administer the loan, prepare items for display, or courier the Item(s). RCS England Museums will advise the Borrower of any indirect and administrative costs to be covered at the time the loan is approved.
- 3.13. To mitigate risk to collections, RCS England may wish to send a courier who will be responsible for supervising handling, installation and de-installation. The courier, as RCS England official representative, has the right to withdraw Item(s) from display where the stipulated requirements have not been met. The RCS England reserve the right in exceptional circumstance to withdraw the loan, with due notice, for future display within RCS England Museums. All courier costs including travel and subsistence will be borne by the Borrower.
- 3.14. RCS England wishes to encourage public access to Museum collections and therefore does not charge a loan fee for lending for public exhibition and/or study.
- 3.15. RCS England will work with the Borrower to ensure costs are kept at a minimum for all parties.
- 3.16. The Borrower will inform RCS England of any change of details, including but not limited to change of name or address.
- 3.17. RCS England will inform the Borrower of any change of details relating to the loan.

#### **4. Human remains**

- 4.1. Under the terms of the *Human Tissue Act 2004*, the loan of human remains less than 100 years old for the purposes of public exhibition or research is not permitted except to institutions in possession of a valid licence issued by the Human Tissue Authority.
- 4.2. Requests for loans of human remains outwith the terms of the *Human Tissue Act 2004* will be referred for consideration to the Library, Museums and Archives Committee (LMAC) and/or the Hunterian Collection Board of Trustees.
- 4.3. Borrowers will be expected to comply with the general requirements of the Human Tissue Act and the most recent UK Government guidance regarding retention and display and will be expected to demonstrate due sensitivity to the ethical issues surrounding the use of human remains, also see *RCS England Museums Human Remains Policy*.

#### **5. Loan requests**

- 5.1. RCS England should be approached as early as possible and may provide advice concerning the selection and general availability of material for loan. Where practical an advance visit should be made.
- 5.2. Loan requests to RCS England should be made in writing at least six months in advance of the required collection date for UK loans (twelve months for International). In extraordinary circumstances loans at shorter notice may be considered.
- 5.3. Loan requests must include the following information:

- 5.3.1. Details of the required material including catalogue numbers and brief descriptions.
- 5.3.2. Details of the Borrowing institution and name, position and contact details of the responsible officer.
- 5.3.3. Proposed dates of the loan.
- 5.3.4. If intended for an exhibition, a description of the exhibition and venue(s), including environmental and security arrangements in the form of the standard *UK Registrar's Group Standard Facilities Report*, Security Supplement and Display Case Supplement.
- 5.3.5. If intended for other purposes, the objectives and proposed outputs of the project, information about the participants, and details of storage environment and security arrangements.
- 5.3.6. A statement of insurance or indemnity arrangements to be made.
- 5.4. A written response will be sent detailing RCS England's decision. If agreed, borrowers will be provided with information including packing and transport requirements; display, environmental and handling recommendations; valuation for insurance purposes; physical details and condition information.

## **6. Outgoing loan procedures**

- 6.1. It is the Borrower's responsibility to arrange appropriate insurance cover or be covered by Government Indemnity for the item(s), including insurance of the item(s) in transit. Insurance should be for replacement value. RCS England Museums will only release the material if a copy of the insurance document or proof of Government Indemnity has been provided.
- 6.2. A loan agreement with conditions will be signed by each party in advance for the loan period. Condition reports for the objects will be completed before and after transport to and from the loan venue and copies provided for RCS England and the Borrower.
- 6.3. The Borrower will inform RCS England of the loss of the object(s) or of damage of any nature, including any discovered on first receipt/delivery.
- 6.4. The Borrower will not clean, restore, repair or alter the objects on loan in any way without the prior written permission of RCS England Museums. The Borrower will provide reasonable access to loan objects to RCS England Museums staff. Loans will be monitored with periodic reports on the material's physical and environmental conditions.
- 6.5. Loaned items must not be photographed, filmed, televised or copied in any way without RCS England prior written agreement.
- 6.6. Depending on the RCS England collection, loans shall be acknowledged as appropriately on labels, publications and in any associated outputs to:
  - 6.6.1. "The Royal College of Surgeons of England"
  - 6.6.2. "The Hunterian Museum at the Royal College of Surgeons of England" or
  - 6.6.3. "The Board of Trustees of the Hunterian Collection".

- 6.7. The Borrower will provide RCS England with a copy of any catalogues or other published outputs relating to the loaned material.
- 6.8. Material lent for purposes other than exhibition will be kept in stable environmental condition. Material should be supervised by the Borrower when in use and secured when not in use. The Borrower is responsible for ensuring that only authorised individuals have access to the loaned material.
- 6.9. All loans out will be recorded in RCS England Museums' Collections Management System and information about them retained in perpetuity. RCS England will keep the Borrower's details in accordance with the *General Data Protection Regulations (2018)*
- 6.10. Exit Forms will be signed by the Borrower (or representative thereof) and an authorised RCS England representative.

## **7. Incoming loan procedures**

- 7.1. RCS England will accept items on loan from individuals or organisations for the purposes of exhibition, learning or research, where no suitable alternative from its own collections is available. Occasionally RCS England will accept loans for other reasons, such as identification or conservation.
- 7.2. Loans into RCS England Museums must be agreed by the Director of Museums and Special Collections.
- 7.3. In order to guarantee value for money any consideration of a loan in will include an assessment of the likely costs, risks and benefits accruing from the loan; any hazards associated with the loan Item(s); the provenance and title of the Item(s); the acceptability of any conditions requested by the Owner; the ability to obtain relevant import and export licences.
- 7.4. RCS England will not borrow item(s) which are not fit to travel, nor will it borrow item(s) which are not fit to be displayed, unless prior arrangements have been made with the Lender to conserve an item(s) to display standard following its arrival at RCS England.
- 7.5. The Lender's written permission will be sought by RCS England before any interventive work is carried out either to the item(s) or to any accompanying part of it, e.g. a frame or display box. Such conservation work will only be carried out in order to protect the item(s) or the public. All conservation expenditure will be agreed with the Lender before any work is undertaken or contracted. In cases where the Museum has undertaken conservation work, it may seek to recover all or part of such costs should the loan be terminated prematurely at the Lender's request.
- 7.6. RCS England will verify the ownership of all incoming loans to ensure that the current owner is legitimately able to lend the items and will apply the same strict ethical criteria to loans as to purchases.
- 7.7. Loans will only be accepted if RCS England Museums is able to provide a standard of care equivalent to that given to items in the Museums' permanent collections.
- 7.8. A loan agreement will be made in writing and signed by representatives of the Lender and RCS England. Such agreements will be for specified periods, though they may be renewed by the agreement of both parties.

- 7.9. The Lender will provide a valuation to be used for insurance purposes.
- 7.10. RCS England will ensure that insurance or indemnity cover is provided for the loan period.
- 7.11. Condition reports for the loaned material will be completed before and after transport to and from the loan venue and copies provided for the Lender and Borrower.
- 7.12. An Entry Form will be signed by the Lender (or representative thereof) and an authorised RCS England representative. Each item will be assigned its own unique entry number. Details about each item, including its location, will be entered in RCS England Museums' Collections Management System.
- 7.13. If at the end of an incoming loan period the original Lender cannot be contacted RCS England may, after a period of due diligence, when all reasonable efforts have been made to trace the original owner, either acquire the material as an acquisition or dispose of it in accordance with *RCS England Museums Collections Development Policy*. If the original donor has died since the loan was received RCS England will contact the executor if known. If current legal ownership of the object is in any doubt professional advice will be sought.