

Members' Library Service Request Form

Date of Document	24/06/13
Originator	Principal Museums Officer
Originator's Ref (if any)	
Document Title	Coastal Communities Museum

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Additional information:

Authorised By	Tom Shearer
Designation	Head of Policy & Partnerships
Date	28/06/13

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Bulletin	June13

REPORT TO: Members' Library Service

DATE:

BY: Head of Policy & Partnerships

SUBJECT: Coastal Communities Museum

1 PURPOSE

- 1.1 To advise Members about the contract to be entered into between East Lothian Council and the Coastal Communities Museum Trust with regard to the operation the Coastal Communities Museum in the Library, Customer Services and Museum building on School Road in North Berwick.

2 RECOMMENDATIONS

- 2.1 That Members note the content of this report.

3 BACKGROUND

- 3.1 East Lothian Council Museums Service manages the following museums: Prestongrange Museum, the John Gray Centre Museum and Dunbar Town House Museum and Gallery. The Service also manages John Muir's Birthplace in Dunbar on behalf of the John Muir Birthplace Trust and supports Musselburgh Museum and Heritage group to operate Musselburgh Museum and Dunbar and District History Society supports the operation of Dunbar Town House Museum and Gallery. A Museums Education Service is offered throughout the County and the Museum Collection is held in Haddington in an environmentally controlled store.
- 3.2 A Review of Museums was approved by the Council 23 October 2007. It identified the potential to increase community engagement and partnership working. This has informed the approach to planning for all recent museum developments in Haddington, Musselburgh, Dunbar and North Berwick. This has informed the approach taken to the development of the old North Berwick Museum following a refurbishment project (2011 – 2013).

- 3.3 The North Berwick Museum closed in 2002 due to a number of property safety and maintenance issues. The North Berwick Library continued to operate out of the ground floor of the building. The local community spearheaded by the Friends of North Berwick Museum campaigned for the museum to be reopened over a number of years.
- 3.4 East Lothian Council approved funding for the redevelopment of the building and this project began in 2011. Following discussion with a working group of representatives of local organisations, the Council agreed that the museum would be operated by a voluntary charitable organisation which would enter into a formal agreement with the Council when the redevelopment works had been completed
- 3.5 To this end a “Shadow Committee” of interested individuals with experience in supporting both strategic and operational matters in this area was recruited following public advertisement and interview. The Shadow Committee became the Board of Trustees of the Coastal Communities Museum in July 2012.
- 3.6 In December 2012, the Coastal Communities Museum Trust was established as a Scottish Charitable Incorporated Organisation [SCIO] with the Charity Number SCO4366.
- 3.7 The CCMT was formed with the express intention of operating a museum (the Coastal Communities Museum) out of the old North Berwick Museum premises. Officers from the Cultural Services and Museums teams have been supporting the CCMT over the last eighteen months in their fundraising and development work.
- 3.8 The CCMT will operate the Coastal Communities Museum under contract to East Lothian Council. This contract defines the relationship between the CCMT and ELC and lays out the responsibilities of each party and the terms under which the contract is made and can be dissolved. It also gives the CCMT licence to occupy the first floor of the building.
- 3.9 The CCMT will open the Coastal Communities Museum in July 2013. They will initially open on a seasonal basis (5 days a week) until September and then on a more limited basis until the 2014 season.
- 3.10 The museum will be operated by a team of volunteer stewards managed by the CCMT.
- 3.11 A small number of display cases and a small amount of furniture no longer required by ELC which was formerly in use at North Berwick Museum will be transferred to the CCMT. This will be detailed on handover of the building and will be listed in the appendices to the contract.

4 POLICY IMPLICATIONS

- 4.1 The development of the Coastal Communities Museum as a community project supports the strategic objectives of the ELC Heritage Strategy, 2007 – 2010.

5 EQUALITIES IMPACT ASSESSMENT

- 5.1 All capital developments for the Museums Service are informed by the need to satisfy equalities legislation including the Disability Discrimination Act (2005).
- 5.2 The operation of the Museums Service is informed by its Access Policy, which was approved by Council in June 2013. This document will be used to promote Access for all in work with the Coastal Communities Museum Trust.

6 RESOURCE IMPLICATIONS

- 6.1 **Financial** - There are no financial implications, within the contract as it defines the working relationship between the CCMT and ELC. The utilities/services costs of the operation of the venue are met from within revenue budget of the Museums Service which was increased with effect from 2013/14 to support this project.
- 6.2 **Personnel** - There are no personnel implications.
- 6.3 **Other** - There are no other implications.

7 BACKGROUND PAPERS

- 7.1 Appendix 1: Contract and Licence to Occupy and Appendices.

AUTHOR'S NAME	Kate Maynard
DESIGNATION	Principal Museums Officer
CONTACT INFO	Tel: 01620 820604 Email: kmaynard@eastlothian.gov.uk
DATE	27 June 2013

Contract for Services

between

1. East Lothian Council, a local authority incorporated under the Local Government etc. (Scotland) Act 1994 having a place of business at John Muir House, Brewery Park, Haddington, East Lothian EH41 3HA and its statutory successor (the "**Council**");

and

2. Coastal Communities Museum Trust, a Scottish Charitable Incorporated Organisation with charity number SC043666 and having its principal office at Coastal Communities Museum, School Road, North Berwick EH39 4JU (the "**Museum Trust**")

Preamble

The aim of this Agreement is to regulate the operation and management of Coastal Communities Museum (the "**Museum**") within the North Berwick Library and Coastal Communities Museum, School Road, EH39 4JU, North Berwick (the "**Building**") and as such it is hereby agreed between the Council and the Museum Trust the following terms and conditions:

1. The Agreement
 - a. This Agreement consists of this contract for services together with the attached six (6) Appendices attached hereto ("**Agreement**").

2. **Commencement, duration and renewal of the Agreement**

- a. The Agreement will come into effect on 29 May 2013 ("**Date of Commencement**");
- b. Subject to the terms of Clause 14 below, this Agreement is valid for three (3) years following the Date of Commencement. The Council shall have two options to extend this Agreement for a period of one year to a total maximum duration of five years following the Date of Commencement.

3. **The Museum Trust**

The Museum Trust shall, for the duration of this Agreement:

- a. assume full responsibility for the operation of the Museum, (aside from any responsibility allocated to the Council under this Agreement) and employ such methods of operation as are from time to time agreed between the Council and the Museum Trust in the Museum Management Protocol referred to in Clause 8b below;
- b. use all reasonable endeavours to ensure that the Museum is kept open and accessible to the public during such hours and on such dates as the Museum Trust specifies in the Business Plan referred to in Clause 8a below (the "**Opening Hours**");
- c. Notwithstanding Clause 3b above the Opening Hours shall consist of not less than six (6) hours per week throughout the calendar months of April, May, June, July, August and September;

- d. allow for members of the public to access the Museum free of charge during the Opening Hours (notwithstanding the foregoing, the Museum Trust is permitted to collect donations and may also, with the prior consent of the Council, accept payment for activities carried out within the Museum beyond granting access provided that any funds received thereby are treated as Museum Funds in accordance with the terms of this Agreement);
- e. allow for members of the public access to the Museum outwith Opening Hours by way of appointment free of charge;
- f. not take any action and not omit from taking any reasonable action which would cause the Museum Trust to cease to be a properly constituted Scottish charitable incorporated organisation;
- g. act at all times in accordance with its constitution and all applicable rules of law;
- h. maintain an ongoing programme of training to ensure that staff and volunteers receive a level of training appropriate to allow them to carry out their role effectively;
- i. maintain all fixtures, fittings, display cases and other furniture owned by the Museum Trust to satisfactory and functioning standard reasonably required for the operation of the Museum;
- j. appoint a representative of the Museum Trust (the "Museum Trust Representative") to liaise with the Head of Establishment regarding operational and management of the Building including all the other Building users and shared facilities as detailed in

the Building Management Protocol contained within Appendix 3 of this Agreement;

- k. seek the consent of the Head of Establishment or depute before using areas of the Building other than the Museum Rooms
- l. ensure that the Museum Trust Representative or appointed substitute attends the North Berwick Library, Customer Services and the Coastal Communities Museum building management meetings as detailed in the Building Management Protocol.
- m. provide the following information on request to the Council and any other relevant information which may be requested from time to time:
 - i. monthly visitor figures;
 - ii. minutes of the Museum Trust board meetings; and
 - iii. complaints and enquiries.

4. **The Council**

The Council shall, for the duration of this Agreement:

- a. provide the rooms at the North Berwick Library and Coastal Communities Museum, School Road, North Berwick as outlined in red on the plan detailed in Appendix 1 (the “**Museum Rooms**”) which is fit for the purpose of being used as the Museum, in accordance with the occupancy agreement contained in Appendix 1 (for the avoidance of doubt, it is the express intention of the Council and the Museum Trust that nothing in this Agreement creates any subsisting property or occupancy right in the Building in favour of the Museum Trust

- outwith the rights granted pursuant to the aforementioned occupancy agreement);
- b. ensure that the Museum Rooms remain fit for purpose;
 - c. ensure that the Museum Rooms are maintained in accordance with the British Standard 8210: 1986, Guide to Building Maintenance Management or as may be amended from time to time but always to a good and substantial condition and repair
 - d. ensure that the Museum Rooms are supplied with telecommunications services - namely a telephone line and broadband internet connection or equivalent;
 - e. ensure that the Museum Rooms are connected to the mains electricity supply and mains water supply (and are supplied with those services);
 - f. ensure that the Museum Rooms have suitable fire safety equipment required by law;
 - g. arrange annual safety checking on all fire safety equipment and electrical equipment which is in the Museum Rooms in compliance with all relevant legislation;
 - h. appoint a head of establishment for the Building (the "Head of Establishment");
 - i. that a Council Officer is asked to attend meetings as an observer of the Museum Trust's Management Committee constituted under its constitution (such representative shall not hold trustee status in relation to the Museum Trust);

- j. retain ownership of all items which it provides to the Museum Trust by virtue of the operation of this Agreement as detailed in Appendix 5; and
- k. pay all charges relating to the items referred to in this Clause 4.

5. **The Council Collection**

In this Agreement the “**Council Collection**” means all exhibits, displays, works of art, artefacts, fossils, or other items or objects from time to time displayed, stored or otherwise owned by the Council and kept in the Museum or elsewhere on its behalf and provided to the Museum Trust by the Council for these purposes, and any other thing which the Council and the Museum Trust agree may be treated as such. The Council Collection shall be managed as part of the East Lothian Council Museums Service Collections Development Policy as amended from time to time and contained within Appendix 6 of this Agreement. The Council undertakes to advise the Museum Trust in writing of any such amendments

In relation to the Council Collection:

- a. the Council will provide professional support and reasonable and appropriate advice and guidance to the Museum Trust in relation to maintenance, storage and display of the Council Collection (professional support provided by the Council under the terms of this clause will be at a level which the Council alone deems appropriate);
- b. the Museum Trust will ensure that the Council Collection is

maintained, stored and displayed in accordance with the advice and guidance provided under this Clause 5 of this Agreement;

- c. the Council Collection shall, as between the Council and the Museum Trust, remain the property of the Council;
- d. all intellectual property rights in photographs, designs or other materials provided to the Museum Trust by the Council for the purpose of the operation of the Museum or matters ancillary thereto shall remain vested in the Council;
- e. The Museum Trust shall seek the Council's consent before using any of the Council's intellectual property rights in relation to the Council Collection for use in exhibitions, promotional material, marketing material or fundraising activities;
- f. all intellectual property rights created by the Museum Trust by virtue of research or other academic works undertaken or commissioned by the Museum Trust shall remain vested in the Museum Trust;
- g. moveable property shall not become part of the Council Collection solely as a result of being placed within the Building;
and
- h. the Museum Trust may display or otherwise use in the Building items loaned to it by third parties or which belong to the Museum Trust with due notification to the Council. Such items shall not form part of the Council Collection unless the Council and the said third parties otherwise expressly agrees and the items are subsequently accessioned to the Council Collection in accordance with the Council's associated procedure.

6. **Regulatory Compliance by the Museum Trust**

The Museum Trust shall, in relation to the operation of the Museum:

- a. comply in all respects with any and all applicable and relevant legislation and regulations including but not limited to Health and Safety Legislation, Catering and Hospitality Legislation and relevant statutory licence requirements, Equality and Discrimination Legislation, Disability Legislation (each as from time to time amended);
- b. indemnify and keep indemnified the Council against all losses, claims, damages, liabilities, costs and expenses (including legal costs) incurred by the Council in respect of any breach of Clause 6.a of this Agreement by the Museum Trust;
- c. comply in all respects with any obligations under the Protection of Vulnerable Groups Legislation (the "**PVG legislation**") including but not limited to ensuring each and every individual, including staff, seasonal workers, volunteers as is required complies with the PVG legislation;
- d. indemnify and keep indemnified the Council against any loss, claim, damage, cost expenses incurred as a failure by the Museum Trust to comply with Clause 6c of this Agreement (in the event that the Museum Trust requires to take any action whatsoever under the PVG legislation, the Museum Trust shall notify the Council forthwith); and
- e. ensure that it develops and implements an appropriate policy or

policies and appropriate procedures in relation to all of the matters referred to in this Clause 6 so far as they are relevant to the Museum Trust's responsibility to operate the Museum in terms of this Agreement.

7. **Regulatory Compliance by the Council**

The Council shall:

- a. in relation to the performance of its duties under, or matters ancillary to, this Agreement, comply in all respects with any and all applicable and relevant legislation and regulations including but not limited to Health and Safety Legislation, Equality and Discrimination Legislation, Disability Legislation (each as from time to time amended);
- b. indemnify and keep indemnified the Museum Trust against all losses, claims, damages, liabilities, costs and expenses (including legal costs) incurred by the Museum Trust in respect of any breach of Clause 7a of this Agreement by the Council;
- c. ensure that the Building complies for the duration of this Agreement with all applicable laws, including, without limitation, the Disability Discrimination Act 1995, the Equality Act 2010 and all applicable laws pertaining to health and safety, fire prevention or fire safety (each as from time to time amended);
and
- d. indemnify and keep indemnified the Museum Trust against all losses, claims, damages, liabilities, costs and expenses (including legal costs) incurred by the Museum Trust in respect of any breach of Clause 7c of this Agreement by the Council.

8. **Management**

- a. The Museum Trust shall deliver a Business Plan (the 'Business Plan') to the Council. The Business Plan shall be a rolling plan including details of all the exhibitions due to be held in the Museum for next three years, financial arrangements and planning and a draft Business Plan shall be issued to the Council by 30 September of each contract year. The Council shall liaise with the Museum Trust to agree the Business Plan before 31 October of each contract year. A style of the Business Plan is contained within Appendix 2 of this Agreement.
- b. The Council and the Museum Trust shall agree a protocol detailing the operational management issues of the Museum before the start March of each contract year (the 'Museum Management Protocol'). A style of the Museum Management Protocol is contained within Appendix 4 of this Agreement.

9. **Funds**

- a. The Museum Trust may apply to the Council for funding for aspects of the operation of the Museum, the Museum Trust's other obligations in terms of this Agreement, or matters relating thereto. Such applications are separate and distinct to the terms of this agreement and will be considered in accordance with the Council's existing policy and procedures as they are constituted at the time of such an application.
- b. The Museum Trust may undertake fundraising including seeking sponsorship of activities outwith the scope of Clause 9a of this Agreement for the purposes of raising funds to be applied to the

operation of the Museum, the Museum Trust's other obligations in terms of this Agreement, or matters relating thereto or as otherwise permitted pursuant to Clause 9e. Such sponsorship shall be discussed with a representative of the Council before the Museum Trust enters into any agreement with any proposed sponsors and such sponsorship shall not be of a nature which would be outwith the scope of the Business Plan or contravene any Council policies.

- c. The Museum Trust will open and maintain a separate bank account within which to retain any and all funds which it holds howsoever obtained for the purposes of the operation of the Museum, the Museum Trust's other obligations in terms of this Agreement, or matters relating thereto ("**Museum Funds**").
- d. The Museum Trust will set out clearly in advance the purpose of the generation of any income. On receipt of funds the Museum Trust shall determine accordingly the disposition of such funds. In the absence of such affirmation the Museum Trust shall assume that those funds are to be classified as Museum Funds and deposit and apply them appropriately in terms of this Agreement.
- e. Nothing in this agreement precludes the Museum Trust from making an application to the Council or otherwise raising funds for activities outwith the scope of this Agreement. Such applications are separate and distinct to the terms of this Agreement and will be considered in accordance with the Council's existing policy and procedures as they are constituted at the time of such an application.
- f. The Museum Trust may undertake trading activities and any

other activity within the Building only with the prior written consent of the Council. Such activity shall be included within the Business Plan. The Museum Trust shall obtain all necessary statutory licences and consents before undertaking any activity. The profits of any trading or other activities within the Museum, whether by the operation of a gift shop or otherwise will be treated as Museum Funds.

- g. The Museum Trust shall keep and maintain records to the reasonable satisfaction of the Council of all income and expenditure in relation to the operation of the Museum in terms of this Agreement. The Museum Trust shall submit to the Council, annually by 30 September, a copy of such parts of its independently examined accounts as pertain to the operation of the Museum.

10. **Insurance**

- a. The Museum Trust will indemnify the Council against all liabilities, proceedings, costs, expenses, loss or damage arising from or incurred by reason of any claim, demand or action arising from any breach of this Agreement or failure or negligence by its staff, volunteers or agents in connection with the Museum.
- b. The Council will ensure that suitable insurance is in place in relation to the Building and the Council Collection. The Museum Trust will ensure that suitable insurance is in place in relation to its contents, collection and any items on loan from third parties.
- c. The Museum Trust has sole responsibility for ensuring that appropriate and adequate insurance is in place throughout the

duration of this Agreement to cover its liabilities in terms of this Clause 10.

- d. The appropriate and adequate insurance referred to in Clause 9c above will include Employer's Liability insurance, Public Liability insurance and policies of insurance to provide protection against claims caused by, or alleged to be caused by, the negligence or malpractice of any staff member or volunteer of the Museum Trust in the operation of the Museum.
- e. Insurance will be deemed to be appropriate and adequate only if it meets or exceeds the following minimum levels of cover:

£5 million for Public Liability Insurance

£10 million for Employer's Liability Insurance.

- f. The Museum Trust shall provide evidence of valid insurance policies that meet the criteria contained in this Agreement to the Council on request.

11. **Variation**

The terms of this Agreement may only be varied by the mutual agreement in writing of the Council and the Museum Trust.

12. **Breach**

- a. Either party may at any time by notice in writing terminate this Agreement in accordance with Clause 14a if the other party commits any material breach of any of the terms of this Agreement and that breach (if capable of remedy) is not remedied within 30 days notice being given requiring the breach

to be remedied.

- b. In the event of a minor breach, the non-defaulting party may notify the defaulting party in writing of the minor breach and allow the defaulting party at least 30 days to remedy the breach. Where the party in breach fails to remedy the breach within the relevant period, the breach shall thereafter be treated as a material breach (and may accordingly form grounds for termination in accordance with Clause 14a).
- c. Without limitation, a party shall be considered to be in material breach of this Agreement if it takes any action which is (or omits from taking any reasonable action which, by its omission, is) reasonably likely to bring the other party into substantial disrepute.

13. **Force Majeure**

- a. In this Agreement a "Force Majeure Event" means any event materially affecting the performance by a party of its obligations under this Agreement arising from any act, event, omission, happening or non-happening beyond its reasonable control, which will include, but not be limited to, war or civil unrest, terrorist attack, natural disasters, acts of God and major accidents causing disruption beyond a small localised area.
- b. Where either party's performance is affected or likely to be affected by a Force Majeure Event that has occurred, it must inform the other party as soon as practical. The party affected will be required to produce a plan indicating how it intends to remedy the breach and mitigate its effect on performance of its obligations.

- c. Where either party is unable to perform its obligations under this Agreement due to a Force Majeure Event then that party will be given a period of at least three months to resume performance.
- d. Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations under this Agreement to the extent that such delay or non-performance is due to any Force Majeure Event of which it has notified the other party. Where, after three months, the party affected by the Force Majeure Event has failed to resume performance to reasonable satisfaction of the other party, that other party may terminate this Agreement with immediate effect on giving written notice to the party affected by the Force Majeure Event.

14. **Termination**

- a. Where a material breach of the terms of this Agreement has occurred and the breach has not been otherwise remedied under the terms of this Agreement, the party not in breach may give three months' notice in writing of the termination of this Agreement, such termination having immediate effect on the expiry of the said notice period.
- b. The Museum Trust may terminate this Agreement if there has been a material change in the Museum Trust's constitution which shall prevent it from meeting its obligations under this Agreement by giving three months written notice to the Council. Such termination having immediate effect on the expiry of the said notice period. During the period of notice both the Council

and the Museum Trust will continue to fulfil their obligations under this Agreement.

- c. The Council may terminate this Agreement at any time following the first anniversary of the Date of Commencement for any reason by giving three months written notice to the Museum Trust. Such termination having immediate effect on the expiry of the said notice period. During the period of notice both the Council and the Museum Trust will continue to fulfil their obligations under this Agreement.

15. **Confidentiality, Data Protection and Freedom of Information.**

- a. Both the Council and the Museum Trust are required to comply with data protection legislation. Nothing contained in this Clause 15 shall prejudice these statutory obligations.
- b. Where either party providing information requests that the information is kept confidential, the receiving party will not disclose this information to any third party (third party will not include agents or contractors in this clause), save (i) as required by law and/or (ii) to the extent that the information:
 - is already in the public domain or it subsequently comes into the public domain other than by breach of this Agreement;
 - was demonstrably already known to the receiving party prior to its acquisition from the disclosing party; or
 - has been received from a third party who did not acquire it in confidence from the disclosing party, nor from someone owing a duty of confidence to the disclosing party.

- c. Where either party is requested to disclose information provided by, or concerning the other, to the extent permitted by law, the party who received the request must inform the other party of the request and its intended response before that response is issued.
- d. Where either party is required by statute to provide information the party receiving the request will ask for the consent of the other party to the release of the information. Where such consent is not given the party responding to the request must be satisfied that they are required by law to release the information before doing so.
- e. The Council may release information contrary to this Clause 15 where it is satisfied that it is in the public interest to do so. The determination of whether the release of any information is in the public interest will rest solely with the Council.
- f. The Council is required to judge each '*Freedom of Information request*' on its own merits. The Council reserves the right to release this information where it feels that it is required by law or good practice to do so.
- g. The obligation to keep information confidential will continue after the expiry of this Agreement.

16. **Insolvency**

- a. The Council may terminate this Agreement immediately if the Museum Trust becomes insolvent as defined in the Insolvency Act 1986 (as amended) or if a liquidator, receiver or administrator is appointed to the Museum Trust.

- b. The Council may at its discretion work with any liquidator appointed to the Museum Trust.

17. **Dispute Resolution and Jurisdiction**

- a. The Council and the Museum Trust will aim to resolve any difference or dispute arising in relation to this agreement through amicable and informal discussions. Where such resolution is not reasonably possible Clause 17b hereof applies:
- b. Any dispute or difference arising between the Council and the Museum Trust hereto regarding the construction or implementation of this Minute of Agreement shall be referred for the purpose of arbitration to a person to be agreed upon by the Council and the Museum Trust or, failing agreement within twenty (20) working days after any party has given to the other a written request to concur in the appointment of an arbiter, a person to be appointed on the request of a party by the President of the Law Society of Scotland for the time being. The arbiter shall receive submissions from the Council and the Museum Trust within twenty (20) working days of this appointment and shall undertake as a condition of his appointment to issue his decision within forty (40) working days of the date of his appointment. The decision of the arbiter (including any award of expenses) shall be final and binding of the Council and the Museum Trust.

18. **Assignment and subcontracting**

The Museum Trust may not assign or subcontract any of its obligations under the Agreement without the prior written

consent of the Council.

19. **General**

- a. The rights and obligations contained herein shall be binding on the parties' respective permitted assignees and successors whomsoever.
- b. No failure or delay by the Council in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same, nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege.
- c. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.
- d. This Agreement supersedes any prior agreements and arrangements between the Council and the Museum Trust and constitutes the entire agreement between the Council and the Museum Trust relating to the Museum. It is acknowledged and agreed by both parties that no warranties or representations (whether written or oral) made by or on behalf of the other party, other than those expressly set out or referred to herein have been relied upon. Both parties hereby irrevocably and unconditionally waive any right it may have to claim damages for any statements or misrepresentations not expressly set out or referred to herein, unless such statements or misrepresentations were made fraudulently.

20. Interpretation

This Agreement shall be interpreted in accordance with Scots Law. Subject to Clause 17, the Scottish Courts shall have jurisdiction.

IN WITNESS whereof these presents on this and the foregoing nineteen (19) pages together with the Appendix in six (6) Parts are attached and executed as relative hereto and are subscribed as follows:

Signed on behalf of East Lothian Council by:

Signature: 

Print name: THOMAS WILLIAM SHEARER

Designation: Head of Policy & Partnerships

Witness Signature: 

Witness name: JUNE MCNEILL

Signing Place: JOHN MUIR HOUSE

Address: HADDINGTON EH41 3HA


Date: 18/06/2013

Signed on behalf of Coastal Communities Museum Trust by:

Signature: 

Print name: RM EVERETT

Designation: Co - Chair

Witness Signature: 

Witness name: DAVID J BOOTH

Signing Place: NORTH BERWICK COMMUNITY CENTRE

Address: 8 LAW ROAD, NORTH BERWICK, EH39 4PN

Date: 12/6/13

THIS IS THE APPENDIX TO THE AGREEMENT BETWEEN EAST LOTHIAN COUNCIL AND COASTAL COMMUNITIES MUSEUM TRUST

Appendix 1

Licence to Occupy Museum Premises and Storage Space

WITH RESPECT THAT East Lothian Council and [Museum Trust] have come to an Agreement ("the Agreement") to regulate the operation and management of Coastal Communities Museum ("the Museum").

We, East Lothian Council, incorporated in terms of the Local Government Etc (Scotland) Act 1994 and having our principal office at John Muir House, Haddington, EH41 3HA ("the Council"), hereby grant a licence to occupy to Coastal Communities Museum Trust, having its principal office at c/o Interim Secretary 18 The Promenade, Port Seton, Prestonpans, East Lothian, EH32 ODF ("the Museum Trust") for the purposes described in the Agreement in relation to the subjects known as the Museum Rooms within North Berwick Library, Customer Services and the Coastal Communities Museum, School Road, North Berwick, East Lothian as shown outline in red on the attached plan and annexed as relative hereto, which subjects form part and portion of ALL and WHOLE those subjects known as the North Berwick Library, Customer Services and the Coastal Communities Museum, in the County of East Lothian, being the subjects more particularly described in and disposed by the County Council of the County of East Lothian in favour of the Provost, Magistrates and Councillors of the Royal Burgh of North Berwick dated 12 December 1955 and recorded in the Division of the General Register of Sasines for the County of East Lothian on 21 February 1956, (hereinafter referred to as "the Building"); but subject to the following conditions:-

(ONE) This licence to occupy the Building shall commence on 29 May 2013 ("Date of Commencement"). This licence to occupy the Building is valid from the Date of Commencement to 29 May 2016 continuing thereafter on an annual basis in accordance with the terms of the Agreement.

(TWO) The provision of insurance, maintenance, services and utilities to the Building

and the payment of any charges relating thereto shall be in accordance with the terms of the Agreement.

(THREE) In respect of this licence to occupy the Building, no charge shall be payable by the Museum Trust to the Council.

(FOUR) In the event of a conflict between the terms of this licence to occupy and the Agreement the terms of the Agreement shall have precedence.

(FIVE) This licence to occupy is not a lease; the Council and the Museum Trust, in entering into this Agreement, acknowledge that nothing contained in the this licence to occupy is to be construed as conferring on the Museum Trust the rights of a tenant.

IN WITNESS WHEREOF

Signed on behalf of East Lothian Council by:

Signature: *Morag Ferguson*
Print name: MORAG FERGUSON

A proper officer for the purposes of Section 235(3) of the Local Government (Scotland) Act 1973 (as amended);

Signing Place: HADDINGTON

Address: JOHN MUIR HOUSE, HADDINGTON

Date: 19th JUNE 2013

Affix Common Seal:

Signed on behalf of the Museum Trust by:

Signature: *RH Everett*
Print name: RH EVERETT

Designation: CO - CHAIR

Witness Signature: *D.J. Booth*

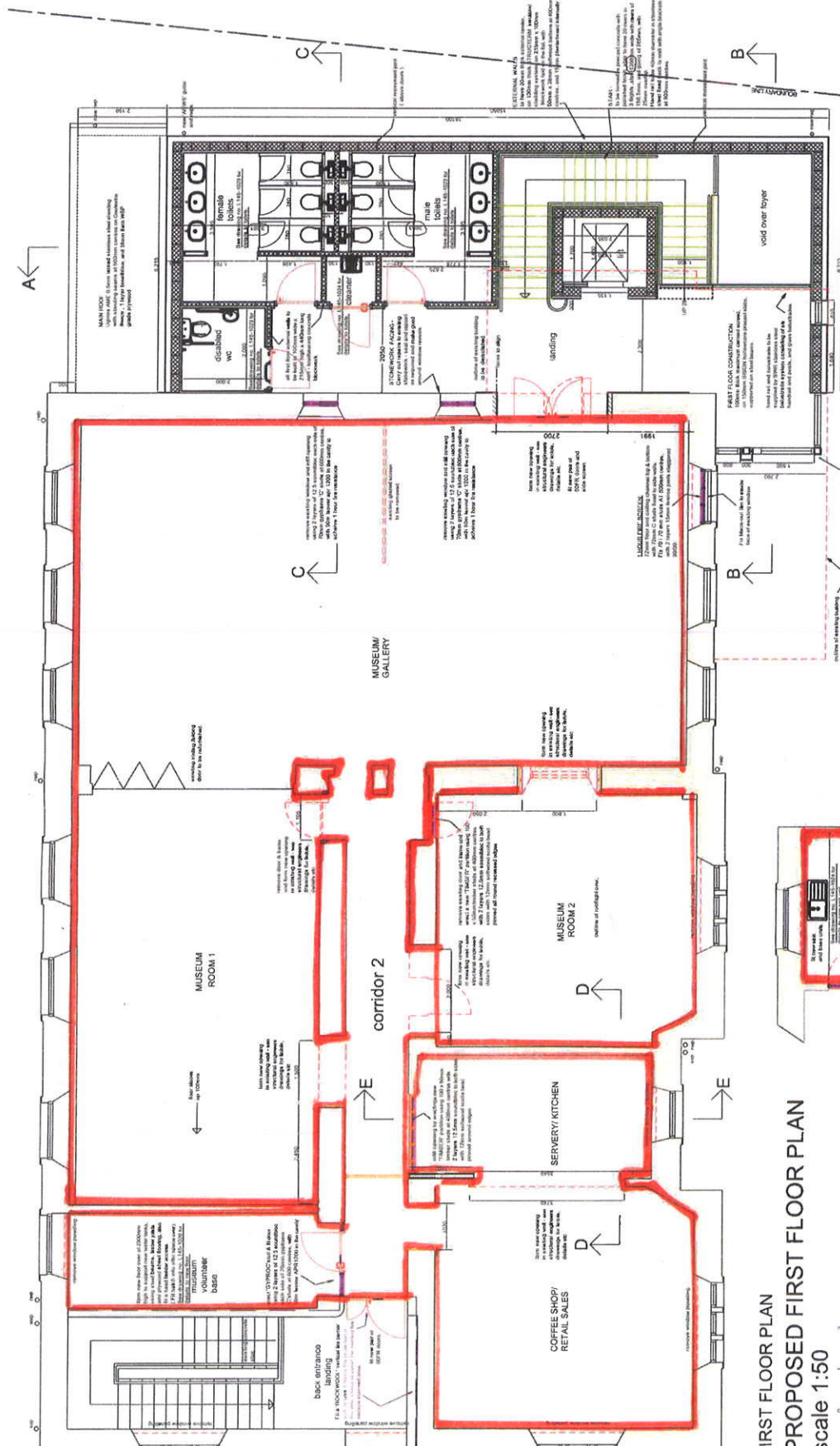
Witness name: DAVID J BOOTH

Signing Place: NORTH BERWICK COMMUNITY CENTRE

Address: 8 LAW ROAD, NORTH BERWICK, EH39 4PN

Date: 12/6/13

Plan of Rooms



FIRST FLOOR PLAN
PROPOSED FIRST FLOOR PLAN
 scale 1:50

Scale of Metres = 1:50

GENERAL NOTES

1. ALL WORK TO BE IN ACCORDANCE WITH THE BUILDING REGULATIONS (SCOTLAND) ACT 2003 AND THE BUILDING REGULATIONS (SCOTLAND) (MATERIALS) REGULATIONS 2005.

2. ALL WORK TO BE IN ACCORDANCE WITH THE BUILDING REGULATIONS (SCOTLAND) (MATERIALS) REGULATIONS 2005.

3. ALL WORK TO BE IN ACCORDANCE WITH THE BUILDING REGULATIONS (SCOTLAND) (MATERIALS) REGULATIONS 2005.

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9. ALL WORK TO BE IN ACCORDANCE WITH THE BUILDING REGULATIONS (SCOTLAND) (MATERIALS) REGULATIONS 2005.

10. ALL WORK TO BE IN ACCORDANCE WITH THE BUILDING REGULATIONS (SCOTLAND) (MATERIALS) REGULATIONS 2005.

RH Everett
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 Co-Chair CCMT
 MEZZANINE LEVEL.
 scale 1:50
 1206 2013

Wendy Ferguson

PROPOSED FIRST FLOOR PLAN

East Lothian Council

COMMUNITY HOUSING & PROPERTY MANAGEMENT

PROJECT: NORTH BERWICK MUSEUM LIBRARY AND CUSTOMER SERVICES

SCALE: 1:50

AT: L-145

DATE: 10/04

REVISION: C

FOR: 01620 82787

CONSTRUCTION ISSUE

Appendix 2 – Style Business Plan



A museum for the people of the
North Berwick Coastal Ward

Business Plan

Skeleton Outline Draft as at 31 July 2012

1. Foreword.

The provision of a community based museum has been a campaign issue for over ten years.

In 2002, the Grade C listed old school building in School Road, North Berwick which housed the library on the ground floor and the museum on the upper floor was closed as the building failed to meet the legislative requirements for fire safety and disabled access.

In 2011 East Lothian Council's decided to provide £1.5 million to re-furbish the building and to allocate space for the re-opening of a museum for the North Berwick Coastal Ward. The Coastal Ward includes the communities of Aberlady, Dirleton, Gullane, North Berwick, Whitekirk and the hinterland.

The Council has agreed to this investment on the understanding that the local communities will play an important part in the future management and operation of the museum.

And so, the long awaited and sought after return of a museum for the community is to happen.

Vision Statement of the Coastal Communities Museum

"To support the aspirations of the communities of the North Berwick Coastal Ward for a facility to attract and engage visitors of all ages with exhibitions and events showcasing the local heritage, culture and art of the area."

This business plan sets out how this vision and the community's aspirations will be realised and sustained.

2. Background

A more detailed history of the museum is given in at **Appendix - 1**

A museum in the old school building in North Berwick was first opened in 1957.

The closure of the building in 2002 led to a significant public campaign to re-establish such a facility.

The Council agreed the necessary funding for the refurbishment of the building as part of the re-development of the site which will house council offices and the library. The upper part of the building will be available as space for the museum with a café and some retail space, which were considered important elements of the proposal.

In 2008, the Council engaged Jura Consulting to prepare an options appraisal and business plan on the proposal to re-open the museum. The findings and recommendations of these reports have informed the preparation of this Plan.

This Plan has also been prepared within the context of the Council's Tourism Strategy 2010 - 2013 and their Coastal Tourism Strategy published in 2009.

Following discussion with a working group of representatives of local organisations, the Council agreed that the museum would be operated by a voluntary charitable organisation which would enter into a formal agreement with the Council when the redevelopment works had been completed.

To this end a "Shadow Committee" of interested individuals with experience in supporting both strategic and operational matters in this area was recruited following public advertisement and interview.

The Shadow Committee first convened in ***** 2011 to take on the following key tasks that had been agreed with the Council

- ✓ constituting a charitable organisation and setting governance and management
- ✓ liaising with the Council on the plans and programme for the re-opening of the building
- ✓ planning for the recruitment of staff and/or volunteers and
- ✓ developing an exhibition programme,
- ✓ taking forward arrangements for a café and retail facilities.
- ✓ establishing links with individuals and community organisations that may contribute to the museum's future
- ✓ promoting publicity and encouraging support for the museum

These are the key sections of this Plan.

In addition, the ELC and the Shadow Committee has submitted an application for financial support to the Heritage Lottery Fund.

This Business Plan is also prepared on the basis that the application for incorporation has been approved by OSCR.

3. Delivering the Vision.

The Vision

To support the aspirations of the communities of the North Berwick Coastal Ward for a facility to attract and engage visitors of all ages with exhibitions and events showcasing the local heritage, culture and art of the area.

The Mission

The Management Board's key task is to create a sustainable community destination to meet those aspirations and will endeavour to do so by

- utilising the space available to them to engage, share with and involve the widest possible audience in that rich heritage and culture through displays, static and temporary exhibitions, events and outreach programmes,
- sustaining the operations to socially, ecologically and economically acceptable standards
- providing facilities for and encouraging others to join with and support that vision,
- establishing the museum as a recognised educational resource and learning 'hub'
- encouraging visitors and locals to enjoy and appreciate the distinctiveness of the areas landscape, history and culture and
- ensuring that the Museum operates in line with best practice for museums and measures performance socially and ecologically, as well as economically and
- creating a strong community bond with ties to local clubs, groups, schools and societies.

4. Governance and Operational Structure

4.1 Incorporation as a Scottish Charitable Incorporated Organisation (SCIO)

Incorporation as a SCIO is considered to be the most appropriate way in which the operation of the museum would be governed and regulated.

Individuals who wish to support the objectives and activities of the Museum can do so by registering as a member of the Museum. Membership will give entitlement to vote at the Annual General Meeting or Special Meetings.

The Constitution and the Standing Orders and Administrative Scheme are to be read as supporting documents to this Plan.

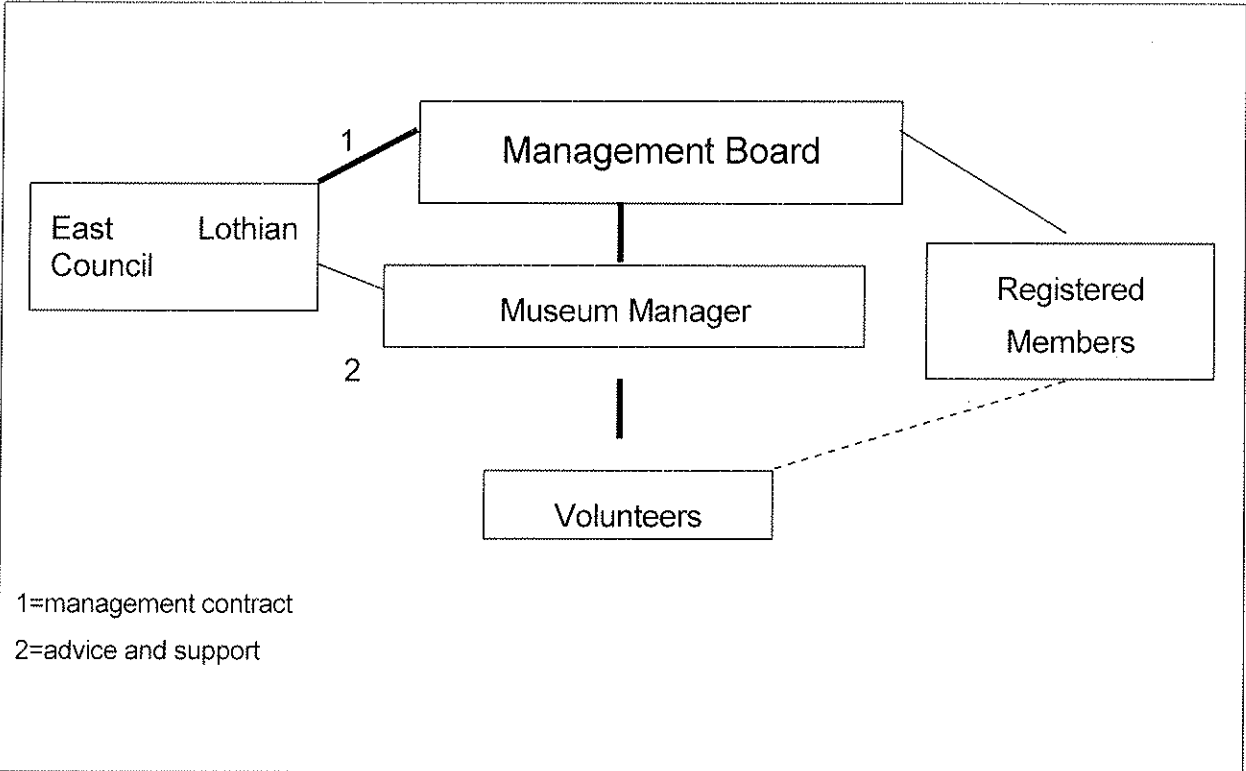
4.2 Operational Structure

The Museum will be operated by the Management Board in partnership with the Council under a “Contract for Services”.

A Museum Manager will be employed by the Management Board to lead and support daily operations.

The Manager will be supported by voluntary staff (The Volunteers).

The interrelationship between the Council, the Management Board, paid and voluntary staff and the supporting members is shown in the following diagram.



4.3 The Management Board

The Board shall have a minimum of eight [8] and a maximum of fourteen [14] members comprising:

- a) up to nine [9] members, who will include four office bearers [the Chair, Vice Chair, Secretary and Treasurer] and up to five other members, all of whom shall be elected by the CCM's membership;
- b) up to three [3] representative members appointed by East Lothian Council; and
- c) two [2] representative members, being one [1] appointed by each of the two community councils in the Coastal Ward.

In addition to the duties of the Office Bearers, the remits of the Board to be allocated to specific members will include

- Fundraising Membership
- Museum Operations
- Exhibits, Collections and Archive Curator
- Education Programmes
- Community Liaison Volunteer Co-ordination,
- Research and Publications
- Marketing and Publicity

Details regarding employed and volunteer staff and membership are given in Section 7 below.

5. The Building: Plans and Operating Agreement with the Council

A layout plan of space to be made available to the museum is attached. **Appendix 2**

The Council retains full ownership of the building and the space allocated to the Museum Board.

A "Licence to Occupy" the space will be granted by the Council to the Management Board.

No charge shall be payable by the Management Board to the Council.

The Licence to Occupy will be governed by a Contract for Services.

Under the Contract for Services the Council will

- a) provide all fixtures, fittings, display cases and other furniture and ensure that the building and the fittings remain fit for purpose
- b) provide electricity and mains water supply, a telephone line and broadband internet connection or equivalent and suitable fire safety equipment
- c) ensure proper maintenance and suitable cleaning at regular intervals and
- d) arrange the annual checking on all fire safety and electrical equipment.

The Council will pay all charges relating to their responsibilities under the Licence to Occupy and the Contract for Services.

The Management Board will assume full responsibility for the operation of the Museum and employ such methods of operation as are from time to time agreed between the Council and the Management board.

These responsibilities and the Management Board's plans for complying with them are set out in the relevant sections to follow.

6. Exhibitions & Events - Learning Policies and Programmes

6.1 The Council Collection

6.2 Other Collections and Exhibitions

7. Learning Mission Statement and Guiding Principles

Management Board will seek to create excellent learning environments and experiences to engage its audiences with the cultural heritage of the Coastal Communities including areas of art, history, science and the natural world.

7.1 Guiding Principles of the Learning Service

Learning should be at the heart of the Coastal Communities Museum

Consultation with stakeholders, users and non- users will shape the learning service of the museum

The learning opportunities offered by the museum will seek to be innovative and creative, catering for the range of learning styles within its audiences.

Where appropriate the museum will work in partnerships with other individuals and organizations to provide the best possible service for it audience.

Access to learning opportunities will be made available to all.

7.2 Policy Criteria

The ways in which the Management Board will implement their policy is set out in detail in **Appendix 3**

The principles which will guide this policy are

The target audience

- s the museum will work with
- The resources that might be found for this work
- The ways in which learning experiences will be delivered

8 The Café and Retail Space

In addition to the permanent and temporary exhibitions, to retain the interests of regular visitors, a café and gift shop will enhance the museum's ability to become a tourist attraction. The income stream from these facilities will be wholly used for the purposes of the charitable trust.

The Café

Retail Space

9 Hours of Operation

Our aim is to include a café and a retail facility in the museum. We will have an education room also; this has the scope to be used in the evenings or at other times.

A 2008 survey of stakeholders showed that they would be most likely to visit at the following times:

	Number	%
Sat-Sun during day	100	78.1
Mon-Fri during day	82	64.1
Mon-Fri evening	18	14.1
Sat-Sun evening	10	7.8
Never	5	3.9

Our likely pattern of opening hours is therefore:

- 7 days a week from Easter to October
- Weekends from November to Easter
- Occasional out of hours opening for room hire, events, activities.

10 Operational Staff and Professional Support

The Board's mission to create a professionally run Museum will be supported by teams of volunteers, and paid member/s of staff.

The Board will also work with supporting groups towards creating a vibrant place dedicated to describing the history of the area, entertaining and educating both residents and visitors of all ages and encouraging them to visit surrounding places of interest.

A provisional management and staffing structure is attached.

Appendix 4

One member of permanent, paid staff would be required on the site at all times when we are open. To sustain these opening times, this is likely to equate to 1.8 FTE posts. The duties of the Museum Manager post include;

- a) Manage all of the day to day operations of the museum, including retail and catering, reporting to the Management Committee on a regular basis and helping to ensure that the museum operates effectively as a charity;
- b) Liaise with ELC Library Service and other staff based in the building to ensure the site is secure and staffed according to requirements, including for any "out of hours" use;

- c) Be responsible for on-site Health and Safety matters and other museum policies, such as our environmental policy;
- d) Help to recruit volunteers;
- e) Manage our volunteers and co-ordinate their rotas and duties;
- f) Support the marketing and promotion of the Museum;
- g) Seek to engage local groups and organisations in the work of the Museum;
- h) Oversee the care, maintenance and security of the collection in line with our collecting policy and maintenance plan;
- i) Liaise with East Lothian Museums Service with regard to the museum's operation and care of the collection;
- j) Help plan and organise a programme of temporary exhibitions;
- k) Plan and assist with the running of events and activities at the museum;
- l) Oversee the operation of the education programme for schools and groups;
- m) Support the Management Committee with the fundraising strategy;
- n) Support the Management Committee in representing the Coastal Communities Museum at a local level and attend relevant meetings as required, and
- o) To undertake any other reasonable duties as requested.

He/she is responsible to the Management Committee.

Volunteers

A pool of local for volunteers provides additional support to supplement the permanent staff. The Friends of [North Berwick] Museum support the recruitment and training of the volunteers. The Museum Manager is responsible for the volunteers, with support from members of the Management Committee.

We recognise the part played by volunteers in the operation of a museum is significant, and makes an enormous difference to the capacity of the operation in terms of our opening hours, activities and events.

The management and motivation of our volunteers is key to the success of the museum therefore, and we see this as a key task with regard to our sustainability. This is why we have chosen a model that combines volunteers (on our management committee, as well as operationally) with permanent managerial staff plus the additional support and advice available from East Lothian Museums Service.

The role of our volunteers is primarily providing front of house support. As such, they are mainly required during the opening hours of the museum. Two volunteers are required to be on duty across each day to help with the running of the museum. This may vary

depending on the time of year however, and the associated visitor numbers. Duties include:

- a) Opening up and closing the museum each day, checking the galleries and reporting any issues;
- b) Staffing the museum reception desk providing a high level of customer service for all visitors;
- c) Invigilating the museum galleries across the day, assisting visitors with any questions about the display, collections, our services etc.;
- d) Helping to deal with visitor enquiries to the museum, as received in person, by phone, email, website, social media etc.;
- e) Staffing the shop/retail area including cash handling and supporting the Manager with financial records;
- f) Liaising with the café operators and with other staff based in the building to support efficient and safe daily working;
- g) Helping with education group visits by schools and community organisations (this may include some out with the operational hours of the museum);
- h) Supporting the museum events and activities programme, including the work of the Friends and local fundraising initiatives;
- i) Supporting the collecting and care policies for the museum collections, liaising with ELC staff and Museum Manager, and
- j) Undertaking some administrative tasks in order to support the Management Committee and Museum Manager.

Community Empowerment

We aim to empower the local communities to be involved in the running of the facility, and to support individuals' learning through our volunteer recruitment, support and training programme. We aim to enable our volunteers to enhance their existing skills and to develop new ones.

Professional Support

East Lothian Council (ELC) undertook to re-open the museum on the basis that local communities play an important role in its management and operation. However they will still supply guidance and staff hours through a mutually agreed contract. This allows access to Museums Service staff knowledge and expertise.

Under the Operating Agreement with the Council they will provide and assist with

- an officer, namely The Cultural Services Manager, to act as a project manager on Phase 1.
- guidance and advice with regard to the care of the collection
- advice with regard to the management and running of the museum when required
- the marketing of the museum and
- the training of the volunteers/staff

Investors in People Accreditation

The Board will establish and implement staffing policies and procedures and will seek accreditation under the Investors in People scheme at the relevant time.

11. Information Technology Policies and Procedures

12. Website

Introduction

A website, along with use of social media, should form an important part of the marketing plan, from as early a stage as can be implemented.

When planning a visit, a website is now generally the first point of contact for the visitor – for opening hours, upcoming exhibitions etc, so it's important that it reflects the museum's values and is a professional, easy-to-use site.

In addition, social media (Twitter, Facebook) can create excitement and engagement with the museum.

The functionality of the proposed site

www.coastalcommunitiesmuseum.org

If funding becomes available, the CCMT Board will commission a professionally designed, built and maintained website. This needn't be expensive (see below), but would, reflect the professional nature of everything about the museum, and be an integral part of the user experience.

It should reflect the brand values of the museum itself. Which means it should be built so that it's accessible, offering a consistent user experience for everyone. It should also be:

- Engaging
- Fun
- Informative
- Encourage visits
- Educational

This is conceived as a 2 stage project:

Phase 1 (pre launch)

The best option would be to set up a content-managed website which would allow appointed users to update images, text, video and more using their own unique login. The updating is a simple process - much like using a word processing package to edit copy into different styles such as bold or italic and add imagery to a page. This content can be previewed and set live on the site without needing any knowledge of coding - it's very simple.

This would allow us to establish a presence, begin to build our SEO (search engine optimization), and most importantly, keep the community and followers informed of developments. Making use of data capture on the website (ie "give us your email address to be kept informed of exciting news") as well as social media – "like us on Facebook" – we can keep followers in touch with minimum effort.

Online Shop

If it was felt that we needed some kind of revenue generation facility, then the best option would be a third party provider that has the necessary credentials to support online payments such as Paypal. We can provide a shopping basket experience on the website with thumbnail images of the products / items and a single click to 'add to basket'.

Checkout would be handled by Paypal so that users can either pay using their own PayPal account or with a secure credit card payment - this would happen on the PayPal site and re-direct back to the Coastal community website on completion. The committee can access all purchase history within their own PayPal login which provides full itemised billing.

Membership sign-up

This is likely to occur as part of phase 2, as building secure areas is far more time consuming and costly. Membership (or varying levels of Museum Supporter/Friend) could be bought through the online shop, and an email could be sent out by the appropriate committee member to activate the user account.

Donations

This would be more manageable for Phase 1, as we would be able to make use of sites such as [Just Giving](#), by providing a link on our website. This would obviously incur a cost from the host, but would be far cheaper than a bespoke build for this 1st phase.

Social media

Links to Facebook and Twitter will be important in building word of mouth and a buzz about what the museum is planning, what it's going to look like etc. This can be a fairly time consuming task to do well.

In the initial Phase 1 of the project, Facebook will prove far more engaging than Twitter, so the Facebook page will be prioritized.

For Phase 2, the Facebook page will allow a simple way to engage with visitors and potential visitors. But the integration of other social media tools such as Foursquare and Twitter will help increase the impact of that social media presence and will one of the main drivers of website traffic moving forward.

Timing the social activity and partnering with local events (Fringe By The Sea, Open Golf) and the Edinburgh Festival, would also improve reach and generate interest.

Timescales

8-10 Weeks is a good guesstimate going right from site map, hosting, server setup, installation, design, build, testing, launch and training.

Indicative costs

Suggested budget of between £5000 to £8000 for Phase 1 and £5000 and £7000 for Phase 2.

Progress To Date

Website

A domain - www.coastalcommunitiesmuseum.org - has been purchased

Social Media

–Facebook [facebook.com/coastalcommunitiesmuseum](https://www.facebook.com/coastalcommunitiesmuseum)

Twitter account – [@coastalmuseum](https://twitter.com/coastalmuseum)

And Tumblr account - tumblr.com/blog/coastalcommunitiesmuseum

13 Financial Arrangements

Anticipated Annual Capital Expenditure

A provisional Capital Programme for 2013 - 2016 is attached.

Appendix 3

Anticipated Annual Revenue Expenditure

Anticipated Annual Income

14 Marketing and Promotion

Target Markets

Marketing Strategy

Community Engagement

15 Performance Monitoring and Review

RH Everett
[Signature]

Appendix 3 – Style Building Management Protocol

Regarding the following facilities:

North Berwick Library & Customer Services and the Coastal Communities Museum

Located at:
School Road
North Berwick
East Lothian
EH39 4JU

The protocol will apply to the following groups:

East Lothian Council Library and Customer Services
East Lothian Council Museums Service
Coastal Communities Museum Trust

All parties listed above will send a named representative and/or his/her deputy to meet once a month to discuss matters pertaining to the management of the building named above.

Standing items on building management meeting agenda to include but not be limited to:

Security

To include: notification of out of hours use
key register
alarm issues and call outs
emergency planning

Building maintenance – scheduled and emergency

To include: access to the roof space through the museum area
first years defects liability (snagging)
internal and external signage

Heating

Cleaning

Health and safety

To include: fire checks & drills
risk assessments
banking / finance
management and operation of the café area

Communication including customer feedback

To include: setting up procedures for all building users to inform each other of matters of shared interest such as visiting groups
establishing good communication amongst all building users
telephones and wifi

complaints/feedback handling

Use and booking of shared facilities or equipment



To include: car park and Vallis Room

Setting up, establishing and reviewing any shared protocols (such as opening up or locking up)

Any other competent business

Meeting Protocol

- Meeting to be chaired by the Head of Establishment or his/her representative
- Meetings to be held once a month for the first year after handover. Regularity of meetings to be discussed between all group members after this period.
- Agenda to be circulated one week prior to the meeting
- Notes and actions to be circulated to agreed mailing list within one week of the meeting
- Note taking duties to be shared on rotation by all group members
- At least one person from each service or group to attend, substitutions are acceptable

Appendix 4 – Style Museum Management Protocol

Background/preamble:

The Coastal Communities Museum (CCM) will be operated by the Coastal Communities Museum Trust (CCMT) under contract to East Lothian Council. East Lothian Council Museums Service (ELCMS) will offer support and advice to the CCMT as regards the operation of the museum. The CCM will be located in an ELC facility in North Berwick which will be shared with North Berwick Library and Customer Services.

This protocol will govern the operational relationship between the CCMT and ELCMS regarding the operation of the museum. A Museum Management Committee will be established to oversee the day to day running of the museum. This will consist of the following members made up of the CCMT and ELCMS:

- CCMT nominated Board Member (to chair the sub-committee)
- Trustee with responsibility for facilities and systems
- Trustee with responsibility for volunteers, retail trading and café
- Trustee with responsibility for education/outreach/interpretation
- ELCMS Principal Museums Officer or his/her representative
- Museum Steward volunteer to be elected from current volunteers on an annual basis

The committee may co-opt up to two additional members (from ELCMS, CCMT or the Stewards) for specific tasks/projects. Their membership will be time limited.

Roles and Responsibilities:

1. To ensure the smooth running of the Museum, retail outlet and café on a day to day basis
2. To contribute to the CCMT Business Plan on an annual basis
3. To arrange a planned programme of changes to the displays and exhibits, commissioning art work and arranging loans from national museums and other sources as required with support of ELCMS
4. To agree and ensure it is kept up to date the list of collection items on display in the museum
5. To ensure that the CCMT stewards receive the relevant training as regards collections care and documentation for items on loan from ELC or third parties
6. To agree additional activities to complement the work of the Museum
7. To monitor the operation of the retail outlet/café and agree new/additional stock as required
8. To define and oversee the collection of statistical information to determine the success of the museum and to report on these on a quarterly basis
9. To review and propose to the CCMT any changes to the opening hours and days
10. To provide an annual report on the operation of the Museum that will form part of the CCMT Annual Report and also for ELCMS
11. Each group to share findings from any relevant evaluation or consultation exercises
12. To monitor and report on any building or systems faults as necessary
13. To agree the Museum Management Protocol and review annually in May
14. To provide a route by which ELCMS and wider ELC support can be accessed/provided in relation to subjects such as (but not limited to) volunteer recruitment and training, customer service, marketing and promotion, collections management, exhibitions development, education and activities development, monitoring and evaluation.

Standing Orders:

1. The committee will meet at least quarterly at which a formal minute will be kept
2. Three members must be present to form a quorum for a meeting, one of whom must be the ELCMS Principal Museums Officer or his/her representative
3. The agenda will be issued by the chair at least a week prior to any meeting
4. The minute will be taken by each member of the committee on a rotational basis
5. In the absence of the chair of the Committee, members will elect one of the members present to chair that meeting
6. The Sub-Committee has the authority to agree expenditure for the Museum up to a maximum of £(insert amount). Any expenditure in excess of this has to be referred to the CCMT Board.
7. All meetings will be conducted in accordance with best practice

Review: The CCMT Board and ELCMS will review the remit and membership of the committee every two years. Any member of the committee who holds that membership by virtue of being a trustee will cease to be a member if he/she ceases to be a trustee.

East Lothian Council Museums Service team (May 2013):

Principal Museums Officer: Kate Maynard

Museums Officer (west): Katherine Weldon

Museums Officer (east): Jo Moulin

Museums Education Officer: Sarah Cowie

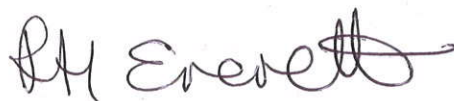
Collections Officer: Claire Pannell

Heritage Resource Development Officer (temporary post linked to the John Gray Centre): Helen Bleck and David Anderson

Visitor Services Officers: Quonya Huff, Tracy Robertson, Debbie Chalmers

Museum Assistants

Cultural Services Manager: Margaret O'Connor



**Appendix 6 - East Lothian Council Museums Service Collections
Development Policy**



East Lothian
Council

East Lothian Council Museums Service
Collections Development Policy

June 2013

Name of museum: East Lothian Council Museums Service

Name of governing body: East Lothian Council

Date on which this policy was approved by governing body: June 2013

Date at which this policy is due for review: June 2018

Introduction

This policy regulates the acquisition and disposal of items by East Lothian Council Museums Service (hereafter referred to as ELCMS) in respect of those collections it manages on behalf of East Lothian Council.

A formally approved Collections Development Policy is a requirement of the Accreditation Scheme as administered by Arts Council England for Museums in the United Kingdom. It is a statement of intent, reflects the purpose of ELCMS and provides the basis for the development of the collections. Its revision over time is a reflection that ELCMS is evolving and adapting to changing circumstances.

This policy is subject to review and renewal 5 years after receiving formal approval. Any changes of substance in the interim will be subject to the approval of East Lothian Council, and will be notified to the Scottish administrator of the Accreditation Scheme (presently Museums Galleries Scotland).

ELCMS is defined as the following premises, staff and collections:

- Museums Headquarters and Store (Dunbar Road, Haddington);
- Dunbar Town House Museum and Gallery;
- Prestongrange Museum (Prestonpans);
- John Muir's Birthplace Museum (Dunbar);
- The John Gray Centre Museum (Haddington);
- The Museum Stores at Musselburgh Museum;
- Paintings and other works of art, normally held in other Council premises, are generally recognised as being the responsibility of the Museums Service;

The following community museums are operated by charities and come under the umbrella of ELCMS as formal partners:

- Musselburgh Museum (operated by Musselburgh Museum and Heritage Group);
- The Coastal Communities Museum (operated by the Coastal Communities Museum Trust).

The term "Museum" is used in a functional sense, and may at all times be taken to subsume the terms "Gallery", "Art Gallery", "Heritage Centre" or otherwise as appropriate.

1. Statement of purpose

"Preserving and presenting East Lothian's cultural heritage."

Preserving includes collecting, documenting and conserving the physical and intellectual evidence of East Lothian's cultural heritage as outlined in the Collections Development Policy.

Presenting covers all aspects of facilitating access to the collections; to information about the collections; and to the information contained within the collection items as outlined in this policy. It also includes the presentation of aspects of the cultural heritage which East Lothian shares in common with the wider community in Scotland, the UK and across the world, for example in the areas of art, history, science and the natural world.

2. An overview of current collections

2.1 Background

Collecting prior to the establishment of ELCMS in 1990 was on a passive basis in all subject areas. This resulted in patchy, biased collections with many gaps to be filled. The existence of a museum at North Berwick since 1957 has led to better representation in the Collection of the town and area than other parts of East Lothian.

Since March 1997 the Collection has been housed in a purpose built store at Library and Museums Headquarters, Dunbar Road, Haddington. Increased space and environmental control has allowed objects to be collected which could not have been given appropriate storage in the past. Collecting will continue to take into consideration constraints of storage and conservation requirements combined with an attempt to prevent duplication of objects collected.

2.2 Description of Existing Collections

2.2.1 Social History

This collection comprises the bulk of the collections held by the ELCMS, the material of which shall be considered to encompass four broad subject areas:

- i) Domestic Life
- ii) Working Life
- iii) Community Life
- iv) Seaside Holidays

2.2.1.1 Domestic Life

This represents a substantial proportion of the Collection and includes household items pertaining to food, drink, clothing, hobbies, pastimes and childhood. More recent acquisitions have included toys, everyday clothing and twentieth century kitchen equipment. Attempts to broaden the scope of the collections to reflect the diversity of daily life in East Lothian with regard to class, geographic location etc., will continue.

2.2.1.2 Working Life

The working life collections include objects representing local industries and products - agriculture, mining, fishing, manufacturing, retailing and the service industries. Most of the traditional industries of East Lothian (including agriculture, mining, fishing and milling) and the associated crafts (including net-making, pottery, salt-panning, textiles, glass making) were under-represented in the collection in the early 1990s. Holdings of this type of material and of agricultural material have improved over recent years. Recent acquisitions have included material representing Cockenzie Power Station and Brunton's Wire Mill.

Material from the full range of industries in the Prestonpans area continues to be a collecting priority, together with material from industries based outwith the Tranent/Prestonpans/Musselburgh area. Examples of occupational costume are also desirable.

2.2.1.3 Community Life

Community Life collections include objects relating to all levels of local government, church, education, health, welfare, the military, law enforcement, societies, organisations and public entertainment. Geographically this aspect of the collection is representative; material evidence of the churches of North Berwick, Haddington and elsewhere is reasonable. Friendly Societies are well represented; a quantity of military uniforms has been collected however collections relating to health and education are patchy.

Objects representing the smaller rural communities in East Lothian are a priority area for collecting, as are items that relate to social groups that are currently under-represented in the collections, such as Black and Minority Ethnic groups or less able people.

2.2.1.4 Seaside Holidays

Existing collections include a large number of photographs and postcards, souvenirs, ephemera and documents, camping, picnic and beach equipment, costume, North Berwick's last beach hut and the only remaining rowing boat from Dunbar's outdoor pool. All destinations on East Lothian's coast are represented, but North Berwick and Dunbar dominate.

Work on a digitisation project in the 1990s meant that this part of the collection is particularly well-documented. Building on this foundation, a second phase of the digitisation project extended the scope to seaside holidays in the rest of Scotland. Accordingly, objects of a similar nature to those of an East Lothian provenance already held, but from outwith East Lothian were also collected for the duration of the project (see also section 3).

Future collecting will focus on improving the scope and geographical distribution of the holdings.

2.2.2 Natural History

A substantial collection of local natural history is held. Some specimens have suffered light damage from long term display but the majority is in reasonable condition.

Most local birds are represented, particularly seabirds and there is a large collection of birds eggs. Some of the animals are no longer found locally (e.g. Golden Eagle) but examples in the collection can be used to show effects of changes in habitat etc. The collection of mammals is small. Most butterflies and moths in the collection are exotic species and future collecting will only consider local examples. Local species of marine invertebrates are represented; some examples were acquired for the handling collection only and are not part of the collection. Fish are also reasonably represented.

Some of the taxidermy was done by local people and is of high quality as well as local interest. Should the opportunity arise, additional relevant examples of this work will be acquired.

Additions to the collection over recent years have been collected for the purposes of handling/education sessions, and have been much used both by the Museums Education Service and by the Countryside Ranger Service.

Additions will be sought to represent local species of mammal, insects, reptiles, fish and amphibians where a need arises for display or educational/handling use. The overall collecting objective is to build up a representative collection of local wildlife.

2.2.3 Archaeology

There is a small collection of prehistoric material, either unprovenanced or from local sites such as Tantallon Castle. There are examples of the internationally important tiles from North Berwick Priory. Some replica material of significant finds has been in the collection for many years and continues to be a useful display resource. A good collection of industrial material has come into the collection relating to the site at Prestongrange following a community archaeology project.

A number of objects have been acquired through Treasure Trove, including a Bronze Age beaker, and a number of stone anchors were acquired through the Receiver of Wreck.

Future collecting will be in accordance with all relevant legislation, from properly conducted archaeological excavations or such material as may be allocated to the ELCMS under Treasure Trove procedure.

2.2.4 Geology

A small miscellaneous collection of local and non-local rocks, minerals and fossils, mainly of British origin, is held.

Future collecting will aim to represent the rich geological heritage of East Lothian, particularly with regard to changes in rock formation, and relate to extractive industries, etc.

2.2.5 Numismatics

There is small miscellaneous collection of Scottish and British coins, some trade tokens and commemorative medals. In addition there is a significant collection of local communion tokens. There is some material relating to the failed East Lothian Bank.

Development of the numismatic collection will be restricted to coins, notes, medals and tokens with a particular connection to East Lothian, or such as may be required for display purposes. Coins recovered during the course of archaeological excavations will be accepted alongside other excavated material.

2.2.6 Visual Arts

There is a miscellaneous collection of works of art on paper and canvas. The main strength lies in local history and topography. A bias to works depicting North Berwick has been corrected by recent acquisitions which have focused on significant East Lothian artists such as WD MacKay and John Bellany.

Future collecting objectives will be to acquire works of art depicting local views and subjects and to represent the work of significant local artists past and present. Work by an East Lothian artist could be acquired notwithstanding the subject of the work, if considered appropriate.

2.2.7 Applied Arts

The collection contains a mixture of ceramics, glass, furniture and textiles of local and non-local origin. Belfield and Makmerry pottery is represented, as well as non-local items. A small collection of glassware from the eighteenth century to the present includes table and decorative items, including glass rolling pins.

A priority will be extending holdings of East Lothian made ceramics. Collecting priorities will be locally made ceramics, glass and decorative textiles. Examples of the work of the early Prestonpans potteries and contemporary artists and crafts people are particularly desirable. Furniture should be locally manufactured or types commonly used in East Lothian. One East Lothian clock is in the collection, and attempts to record the work of local craftsmen shall continue. Items provenanced to but not made in East Lothian may be collected if considered appropriate for specific purposes of representation.

2.2.8 Site Specific Collections

Cutting across the themes described above there are significant collections relating to the former uses and occupants of the historic buildings in which the ELCMS museums and partner community museums are housed. It remains a priority to continue to collect this material.

3. Themes and priorities for future collecting

3.1 Introduction

The general intention of the policy shall be to strengthen the scope of the existing collections by filling gaps to reflect the objectives of the Museums Service, namely to seek to preserve, safeguard and communicate material evidence of East Lothian's cultural heritage and to encourage the participation of the local community in this process for the purposes of study, education and enjoyment. It is also a priority to collect items suitable for handling and use in educational and community projects. Specific collecting areas are articulated under section 2.

Material representing seaside holidays outside East Lothian (see section 2.2.1.4) will no longer actively be collected. This area of the collection is closed.

3.2 Collecting Partnerships

The ELCMS works in partnership with the following organisations:

- i) Musselburgh Museum and Heritage Group operate Musselburgh Museum under contract to East Lothian Council
- ii) Dunbar and District History Society operate two rooms in Dunbar Town House under contract to East Lothian Council. One room is used for exhibitions the other for a research collection of local history material.
- iii) ELCMS operates John Muir's Birthplace Museum under a Management Agreement with the John Muir's Birthplace Trust.
- iv) ELCMS are working with the Coastal Communities Museum Trust on the development of a museum in North Berwick, due to open in the summer of 2013. This will be operated under contract with East Lothian Council.

In all of these relationships ELCMS works closely with staff, front of house teams, trustees and volunteers regarding any objects that are offered to the ELC Museum Collections. In each partnership the relevant committee or Board of Trustees has been given a copy of the Collections Development Policy and work has been done to communicate and raise awareness of it. Induction training and refresher training is also given to front of house staff and volunteers.

Objects that are offered for donation at any of these sites are receipted and processed according to the ELCMS Collections Documentation Policy and Plan.

3.3 Collecting Standard Criteria

The following standard criteria will inform decisions on whether to add material to the collections:

- Relevance, importance and long-term value of the item in the context of existing collections
- Potential use of the object/s for research and/or exhibition
- Condition of the object/s
- The cost of acquisition, including purchase price, VAT, transport costs, immediate conservation costs, documentation and research costs
- The ability to provide long-term care and access and the cost of providing such care and access
- Existing resources and its long term sustainability
- The options for preservation in situ
- The interests of other accredited museums, archives and public institutions
- The quality of supporting documentation particularly contextual information
- The object's provenance, especially confirmation of legal title of the present holder and the right of the holder to transfer title to East Lothian Council.

4. Themes and priorities for rationalisation and disposal

Museums meet their responsibility to future generations by ensuring that collections are well-managed and sustainable. There is a strong presumption in favour of retention of items within the public domain. Responsible, curatorially-motivated disposal takes place as part of the museum's long-term collections policy, in order to increase public benefit derived from the collection. See also section 13 (e) and 13 (f).

The Museums Association's *Code of Ethics for Museums* and *Disposal Toolkit* will be used to guide disposal.

Acceptable Reasons for Disposal

- Removal from the collections of any item which is too badly damaged or deteriorated to be of any further use for the purposes of the ELCMS
- Removal of duplicate or unprovenanced material of low intrinsic relevance to the Collections Development Policy

- Public benefit better served by transferral to a body better able to provide access to, use and care of an item
- Removal of any item which, on the basis of professional advice, is an immediate and substantial health and safety risk to staff and/or public

5. Limitations on collecting

The ELCMS recognises its responsibility, in acquiring additions to its collections, to ensure that care of collections, documentation arrangements and use of collections will meet the requirements of the Accreditation Standard. Accordingly, it will abide by the ICOM Code of Ethics and the UK Museum's Association's Code of Ethics. It will take into account limitations on collecting imposed by such factors as staffing, storage and care of collection arrangements.

6. Collecting policies of other museums

ELCMS will take account of the collecting policies of other museums and other organisations collecting in the same or related areas or subject fields. It will consult with these organisations where conflicts of interest may arise or to define areas of specialism, in order to avoid unnecessary duplication and waste of resources.

Specific reference is made to the following museum(s):

National Mining Museum of Scotland
 National Museums Scotland, including National Museum of Flight
 Scottish Railway Preservation Society
 Summerlee, The Museum of Scottish Industrial Life
 Myreton Motor Museum
 Scottish Borders Council Museum Service
 City of Edinburgh Council Museums Service
 Musselburgh Museum
 The future Coastal Communities Museum
 East Lothian Council Archive and Local History Service
 Dunbar and District History Society
 The Friends of John Muir's Birthplace

7. Policy review procedure

The collections development policy will be published and reviewed from time to time, at least once every five years. The date when the policy is next due for review is noted above.

Museums Galleries Scotland will be notified of any changes to the collections development policy, and the implications of any such changes for the future of existing collections.

8. Acquisitions not covered by the policy

Acquisitions outside the current stated policy will only be made in very exceptional circumstances, and then only after proper consideration by East Lothian Council, having regard to the interests of other museums.

9. Acquisition procedures

The Principal Museums Officer is defined as being the professional officer responsible to the Council through the Head of Policy and Partnerships for the operation of the Museums Service according to proper professional standards. The Museums Officer must have a relevant degree; have achieved the Associateship of the Museums Association, and have experience of the principles and practice of museum operation and management as may be determined to be acceptable by Museums Galleries Scotland.

Items offered to the ELCMS as gifts or bequests will not normally be accepted if they are subject to any restrictive covenant or special conditions, such as that they be displayed in a particular way. In exceptional circumstances, if the Principal Museums Officer considers that the item(s) in question are of over-riding importance, the acquisition of a specific item to which conditions are attached may be approved.

- a. ELCMS will exercise due diligence and make every effort not to acquire, whether by purchase, gift, bequest or exchange, any object or specimen unless the governing body or responsible officer is satisfied that the museum can acquire a valid title to the item in question.

No item will be received on “permanent loan”, a term which has no legal status (although defined long-term loans are acceptable).

- b. In particular, ELCMS will not acquire any object or specimen unless it is satisfied that the object or specimen has not been acquired in, or exported from, its country of origin (or any intermediate country in which it may have been legally owned) in violation of that country’s laws. (For the purposes of this paragraph ‘country of origin’ includes the United Kingdom).
- c. In accordance with the provisions of the UNESCO 1970 Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property, which the UK ratified with effect from November 1 2002, ELCMS will reject any items that have been illicitly traded. East Lothian Council will be guided by the national guidance on the responsible acquisition of cultural property issued by the Department for Culture, Media and Sport in 2005.
- d. So far as biological and geological material is concerned, ELCMS will not acquire by any direct or indirect means any specimen that has been collected, sold or otherwise transferred in contravention of any national or international wildlife protection or natural history conservation law or treaty of the United Kingdom or any other country, except with the express consent of an appropriate outside authority.
- e. ELCMS will not acquire archaeological antiquities (including excavated ceramics) in any case where the governing body or responsible officer has any suspicion that the circumstances of their recovery involved a failure to follow the appropriate legal procedures.

In Scotland, under the laws of *bona vacantia* including Treasure Trove, the Crown has title to all ownerless objects including antiquities. Scottish archaeological material cannot therefore be legally acquired by means other than by allocation to ELCMS by the Crown. Where the Crown chooses to forego its title to a portable antiquity, a Curator or other responsible person acting on behalf of the ELCMS, can establish that valid title to the item in question has been acquired by ensuring that a certificate of ‘No Claim’ has been issued on behalf of the Crown.

No excavated or archaeological material will be purchased unless the Principal Museums Officer can be reasonably certain that the circumstances of excavation or recovery did not involve recent unauthorised destruction of, or damage to, ancient monuments, known archaeological sites or places of special scientific or historic interest, or failure to disclose finds to the owner or occupier of the land where found, or to any proper authority.

- f. Any exceptions to the above clauses 9a, 9b, 9c, or 9e will only be because ELCMS is:
- acting as an externally approved repository of last resort for material of local (UK) origin
 - acquiring an item of minor importance that lacks secure ownership history but in the best judgement of experts in the field concerned has not been illicitly traded
 - acting with the permission of authorities with the requisite jurisdiction in the country of origin
 - in possession of reliable documentary evidence that the item was exported from its country of origin before 1970

In these cases ELCMS will be open and transparent in the way it makes decisions and will act only with the express consent of an appropriate outside authority.

- g. As ELCMS holds or intends to acquire human remains from any period, it will follow the guidelines in the 'Guidance for the Care of Human Remains in Scottish Museums' issued by Museums Galleries Scotland in 2008.

10. Spoliation

ELCMS will use the statement of principles 'Spoliation of Works of Art during the Nazi, Holocaust and World War II period', issued for non-national museums in 1999 by the Museums and Galleries Commission.

11. The Repatriation and Restitution of objects and human remains

East Lothian Council, acting on the advice of the museum's professional staff, if any, may take a decision to return human remains, objects or specimens to a country or people of origin (unless covered by the 'Guidelines for the care of human remains in Scottish museum collections' published by MGS in 2011). The museum will take such decisions on a case by case basis; within its legal position and taking into account all ethical implications and available guidance. This will mean that the procedures described in 13a-13d, 13g and 13o below will be followed but the remaining procedures are not appropriate.

12. Management of archives

As ELCMS holds archives, including photographs and printed ephemera, East Lothian Council will be guided by the Code of Practice on Archives for Museums and Galleries in the United Kingdom (third edition, 2002).

13. Disposal procedures

Disposal preliminaries

- a. East Lothian Council will ensure that the disposal process is carried out openly and with transparency.
- b. By definition, ELCMS has a long-term purpose and holds collections in trust for society in relation to its stated objectives. East Lothian Council therefore accepts the principle that sound curatorial reasons for disposal must be established before consideration is given to the disposal of any items in the museum's collection.

- c. ELCMS will confirm that it is legally free to dispose of an item and agreements on disposal made with donors will be taken into account.
- d. When disposal of a museum object is being considered, ELCMS will establish if it was acquired with the aid of an external funding organisation. In such cases, any conditions attached to the original grant will be followed. This may include repayment of the original grant and a proportion of the proceeds if the item is disposed of by sale.

Motivation for disposal and method of disposal

- e. When disposal is motivated by curatorial reasons the procedures outlined in paragraphs 13g-13o will be followed and the method of disposal may be by gift or sale.
- f. The museum will not undertake disposal motivated principally by financial reasons

The disposal decision-making process

- g. Whether the disposal is motivated either by curatorial or financial reasons, the decision to dispose of material from the collections will be taken by East Lothian Council only after full consideration of the reasons for disposal. Other factors including the public benefit, the implications for the museum's collections and collections held by museums and other organisations collecting the same material or in related fields will be considered. External expert advice will be obtained and the views of stakeholders such as donors, researchers, local and source communities and others served by the museum will also be sought.

Responsibility for disposal decision-making

- h. A decision to dispose of a specimen or object, whether by gift, exchange or destruction (in the case of an item too badly damaged or deteriorated to be of any use for the purposes of the collections or for reasons of health and safety), will be the responsibility of East Lothian Council acting on the advice of professional curatorial staff, if any, and not of the curator of the collection acting alone.

Use of proceeds of sale

- i. Any monies received by East Lothian Council from the disposal of items will be applied for the benefit of the collections. This normally means the purchase of further acquisitions. In exceptional cases, improvements relating to the care of collections in order to meet or exceed Accreditation requirements relating to the risk of damage to and deterioration of the collections may be justifiable. Any monies received in compensation for the damage, loss or destruction of items will be applied in the same way. Advice on those cases where the monies are intended to be used for the care of collections will be sought from Museums Galleries Scotland.
- j. The proceeds of a sale will be ring-fenced so it can be demonstrated that they are spent in a manner compatible with the requirements of the Accreditation standard.

Disposal by gift or sale

- k. Once a decision to dispose of material in the collection has been taken, priority will be given to retaining it within the public domain, unless it is to be destroyed. It will therefore be offered in

the first instance, by gift or sale, directly to other Accredited Museums likely to be interested in its acquisition.

- l. If the material is not acquired by any Accredited Museums to which it was offered directly as a gift or for sale, then the museum community at large will be advised of the intention to dispose of the material, normally through an announcement in the Museums Association's Museums Journal, and in other specialist journals where appropriate.
- m. The announcement relating to gift or sale will indicate the number and nature of specimens or objects involved, and the basis on which the material will be transferred to another institution. Preference will be given to expressions of interest from other Accredited Museums. A period of at least two months will be allowed for an interest in acquiring the material to be expressed. At the end of this period, if no expressions of interest have been received, ELCMS may consider disposing of the material to other interested individuals and organisations giving priority to organisations in the public domain.

Disposal by exchange

- n. ELCMS will not dispose of items by exchange.

Documenting disposal

- o. Full records will be kept of all decisions on disposals and the items involved and proper arrangements made for the preservation and/or transfer, as appropriate, of the documentation relating to the items concerned, including photographic records where practicable in accordance with SPECTRUM Procedure on de-accession and disposal.

Appendix 1

DEFINITIONS OF TERMS USED IN THE POLICY

Note: where applicable the singular includes the plural and vice versa

Accession: the formal, legal process of recording an object or group of objects into the permanent collection.

Arts Council England (ACE) Museum Accreditation Scheme: the scheme administered by ACE which assigns accredited status to UK museums meeting the standards set out in its publication *The Accreditation Standard*.

Acquisition: the administrative, decision-making and documentation processes whereby objects are added to the collections including recording core object data to agreed standards as described in the Documentation Manual.

Collections: any item entered in the Accession Registers of the ELCMS, whether as gift, or purchase, together with any item not entered in the Accession Registers, but in the possession of the Museums Service at 1/9/1990, which was donated or purchased with the intention that it should become part of the Collections

Cultural Heritage: material which is of importance for archaeology, pre-history, history, literature or science

De-accessioning: the formal, legal act of removing an object from the Permanent Collection; part of the disposal procedure.

Disposal: the administrative, decision-making and documentation process of removing an object from the permanent collection, whether by free transfer, sale, exchange or destruction.

Due diligence: The requirement to make every endeavour to establish the facts of a case before deciding a course of action, particularly in identifying the source and history of an item offered for acquisition or use. (International Council of Museums – ICOM - Code of Ethics)

Duplicate: an object of which more than one or multiple examples exist.

Handling collection: items that are expressly intended for demonstration or education handling activities; are owned by the Museum but not accessioned.

Loan: managing and documenting the borrowing of objects for which the Museum is responsible for a specific period of time and for a specified purpose, normally exhibition or display and managing and documenting the loan of objects to other organizations or individuals for a specific period of time and for a specific purpose, normally exhibitions.

Object: cultural property which may form part of an organization's permanent or temporary (i.e., loan or deposit) collections.

Transfer of title: the formal, legal documentation of change of ownership of an object.

Valid title: is defined as valid legal ownership

RH Everett

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