

Essex Field Club Acquisitions Policy/Guidelines

This policy/guidelines is based on ethical guidelines advice from the Museums Association Ethics Committee. This document was agreed in principle by Essex Field Club Council on 24th August 2016.

1 Introduction

We hold, collect, safeguard and make accessible artefacts and specimens, for everyone to explore for inspiration, learning and enjoyment.

- Acquisition is the process of obtaining legal title to an item.
- Accession is the act of formally including the item in the permanent collection and recording it in the register of the permanent collection (accessions register).

2 Basic Principles

Our collections are centred on the natural history of Essex and adjacent counties, where relevant and appropriate, including fauna, flora, geology and pre-historic/lithic archaeology. Essex is defined here as the total of the two Watsonian Vice-counties link of North Essex and South Essex. We encourage and support the maintenance of an up-to-date record of all local sites relating to the natural history of Essex and make data and historical material available, where appropriate, for the purposes of conservation, research, monitoring, education and general information.

2.1 An item will only be acquired after thorough consideration of its long-term value, how it will be used and the availability of contextual information.

2.2 An item will only be acquired if the Essex Field Club can provide adequate, continuing long-term care for the item and public access to it, without compromising standards of care and access relating to the existing collections.

2.3 We will cooperate rather than compete with other UK bodies when collecting and will recognise that other institutions collecting in the same or related fields may have a stronger claim to acquisition of a particular item. Any disputes with other bodies will be resolved constructively and in the best interest of the public. We will take account of the interests of other bodies including, museums and related public organisations including archives.

2.4 We will take account of arguments for and against leaving items in their original context.

2.5 We will not acquire an item if there is cause to believe that collecting it recently damaged its original natural, historic, cultural or social context unless, in the opinion of a range of experts, there is an exceptionally strong reason for acquiring it.

2.6 We will exercise due diligence when considering an acquisition, verify the ownership of any item being considered for acquisition and that the current holder is legitimately able to transfer title.

2.7 We will reject any item if there is any suspicion that it may have been stolen or illegally removed from a site.

2.8 We will reject any item that lacks a secure ownership history.

2.9 We will examine carefully the implications of, and record the reasons for, accepting items that will not be immediately accessioned into the permanent collection. (Acceptable reasons may include loan, demonstration, handling, testing or retention pending a final decision to accession into the permanent collection.

3 Selecting Items to Acquire

3.1 We will discriminate carefully in selecting items to be acquired giving consideration to the costs of collection care and access. We will seek and act on advice, whenever necessary, from Recorders, colleagues, museum support bodies, curatorial advisers and consultants and obtain, when necessary, specialist expertise through contracts or consultancies when acquiring an item.

We will consider all of the following:

3.2 The origin and ownership history of the item.

3.3 Whether the item falls within the criteria set by the acquisition policy.

3.4 The relevance, importance and long-term value of the item.

3.5 How the Essex Field Club will use the item.

3.6 The condition of the item.

3.7 The price of the acquisition including: purchase price, transport costs, immediate conservation costs, documentation and research costs.

3.8 The Essex Field Club's ability to safeguard the item and provide access and expertise in the long term.

3.9 The moral rights of individuals, groups, societies or peoples to hold the item.

3.10 The possibility of preserving the item in situ; in some cases it may be appropriate to leave the item in situ even if acquiring it for a museum collection.

3.11 The interests of other museums and other public institutions (such as archives), which may have a legitimate interest in acquiring the item. The item may be better housed elsewhere for reasons of collections care, public access, use, or context. We will take into account of the desirability of cooperative acquisition between other bodies covering the same subject area.

3.12 The quality of information associated with the item, particularly information about its context.

4 Due diligence, ownership history and illicit traffic

When considering whether to acquire an item for the collection (or borrow it on loan) we shall investigate its origin and ownership history.

4.1 We shall confirm the legal title of the present owner of the item and the right of the owner to transfer title to the Essex Field Club. We shall investigate whether there are any third-party claims on the item.

4.2 We shall perform due diligence checks to ensure that there is no suspicion that the item might have been exported, acquired, sold, illegally excavated or removed from a site.

4.3 We shall reject any item that lacks secure ownership history and will not acquire it.

4.4 We shall consider if it is acceptable to accession an item of unknown provenance found on Essex Field Club premises or offered by another museum or public institution. However, we shall make and record attempts to ascertain the ownership and provenance of the item.

4.5 We shall reject any item if there is any suspicion that it has been stolen.

4.6 We shall decline to offer expertise on, authenticate, or otherwise assist the current possessor of any item that may have been illicitly obtained.

4.7 We shall report any suspicion of criminal activity to the police. We shall report any other suspicions of illicit trade to other bodies collecting in the same area and to organisations that aim to curtail the illicit trade.

4.8 We shall avoid appearing to promote or tolerate the sale of any material without adequate ownership history through inappropriate or compromising associations with vendors, dealers or auction houses. We shall not borrow items if there is any suspicion that they may be illicit and refuse to lend items to any exhibition that appears likely to include illicitly traded items.

4.9 We shall prior to acquiring an item be aware of the terms and conditions of any funding bodies assisting financially in the acquisition. We shall consider consequences for the Essex Field Club in the event of the item being returned to the rightful owner if it later emerges that the item was illicitly traded.

4.10 If it is not possible to obtain documentation to confirm an item's provenance then it is acceptable instead to obtain a written statement from an individual who knows the item's history. In the case of high-risk categories of material these must be sworn statements (affidavits) made by the vendor/donor or his/her agent.

5 Acquisition procedures:

Once an item has been selected for acquisition, the following procedures will be followed.

5.1 We shall ensure that the final decision to acquire an item is made by the Council of the Essex Field Club and that no one exceeds their powers.

5.2 We shall obtain unambiguous evidence of the transfer of title to the Essex Field Club and ensure that the owner completes a transfer of title form. We shall take care when acquiring items from minors that they have the legal right to transfer title to the Essex Field Club.

5.3 We shall where possible acquire copyright and other rights in the item through informed consent. These may not belong to the owner of the item, but to the ‘author’ – artist, photographer, etc.

5.4 We shall avoid any risk of conflicts of interest during an acquisition and prevent any person or organisation with any possibility of financial or personal gain from the acquisition from involvement in making the decision to acquire the item.

5.5 We shall, where a conflict of interest might arise, ensure that the public interest prevails; obtain a written declaration of interest and keep it on record. This applies, for example, if the item is being purchased from or donated by a member of the governing body.

5.6 We shall discourage purchasing items from a member of the Essex Field Club or volunteer. If we nevertheless decide to purchase an item from a member of the Essex Field Club or volunteer, we shall not pay more than the price they paid for it, if purchased recently. Otherwise, we shall obtain independent valuations and ensure that the individual selling to the Essex Field Club plays no part whatsoever in the Club’s decision-making concerning the purchase.

5.7 We shall require any individual or organisation collecting on behalf of the Essex Field Club to apply the same standards of behaviour as would the Essex Field Club itself.

6 Acquisition procedures: extra considerations for specific types of acquisition

6.1 Gifts and Bequests

6.1.1 Unwanted offers

a The Essex Field Club is under no obligation to accept an offer of a gift or a bequest. If the items offered do not meet the criteria set out above in sections 3 and 4, we shall refuse them, firmly and tactfully, explaining the reasons why. We shall make this clear in writing; if this is not done it may inadvertently become the legal owner by default.

b We shall refuse unwanted, unsolicited offers in writing and return them, even if the Essex Field Club has been advised that they need not be returned.

c We shall consider informing the intending donor (or their representative) about other bodies that may be interested in the unwanted items, for example, via a notice in Museums Journal. Alternatively we may suggest that the donor may wish to offer the items to other organisations such as schools or reminiscence groups.

d We shall not forward the item to another body without receiving prior permission in writing from both that body and the intending donor.

e With prior agreement from the donor it may be appropriate to accession only a selection of the items offered, if necessary accepting others only on the condition that the museum does not have to retain them. We shall not accession such items and prevent any suggestion that they have been part of the museum's permanent collection. We shall consider imposing a condition to this effect on the new owner, if they are passed on.

6.1.2 All types of donations

a We shall ensure the donor is aware of the financial value and cultural significance of the proposed gift. It is fair to suggest that he or she seeks an independent valuation or assessment.

b We shall if appropriate suggest to the donor that a financial donation would be welcome to support the long-term costs associated with the acquisition.

c We shall if appropriate, agree the form of acknowledgement that will be made to the donor, and ensure that it is made.

6.1.3 Unconditional donations

We shall make very clear to the donor the terms on which the Essex Field Club is willing to accept the item. We shall, to prevent future misunderstanding, stress that the item may not be on permanent public display and that title will be permanently transferred to the museum.

6.1.4 Conditional donations

a We shall if the donor wishes to apply conditions to the gift, carefully consider the resource and other management implications before deciding whether to proceed with the acquisition. The Essex Field Club Council must agree in advance to accept any conditions as it will be responsible for ensuring that they are carried out, often in perpetuity. We shall, if accepted, record the wishes of the donor and put in place administrative mechanisms to ensure that they are complied with.

b We shall not lead a donor to believe that conditions attached to a gift are perpetual when they may not be.

6.1.5 Unsolicited anonymous donations

We shall discourage unsolicited anonymous donations.

6.2 Purchases

We will not normally purchase material for the Essex Field Club Collection.

6.2.1 We shall if purchasing from a dealer or auction house always bear in mind the advice caveat emptor – buyer beware.

6.2.2 We shall inspect and check the condition of the item and if necessary take specialist advice and commission an independent condition report. We shall ask about any conservation or restoration work carried out on the item. We shall inspect any existing scientific report and if necessary, commission independent scientific tests to determine authenticity.

6.2.3 We shall secure the item on the most favourable terms possible in cases when the item is on open sale. This includes items offered by private galleries, dealers and auction houses, and at all types of public sale.

6.2.4 We shall, where an item is acquired from a dealer, research the value of the item, using independent valuations and expect to negotiate a discount.

6.2.5 We shall, where an item is on offer at auction attempt to bid at the auction, rather than wait until a dealer has purchased it. We shall research the likely bidding level but not disclose interest, which could lead to an inflation of the price. We shall consider using an agent to bid on the Essex Field Club's behalf for items of high financial value.

6.2.6 We shall, where an individual member of the public offers an item for sale directly to the Essex Field Club, make it clear we do not intend to pay the full market price. We shall suggest that the seller seeks an independent valuation if they have not already done so. We shall deal fairly with individuals.

6.2.7 We shall, when purchasing at auction be aware of the auction house's standard terms and conditions on legal title and illicit trade. In order to satisfy the requirements of section 4, we may need to seek assurances and information additional to that published in the auction catalogue. This is more important than concealing our interest in the item.

6.2.8 We shall, when purchasing from a dealer not make any assumptions about the legitimacy of the item. We shall ask for written confirmation and documentary proof to meet the requirements of section 4.

6.2.9 We shall, if an appeal is made to raise funds to purchase a proposed acquisition, specify in the appeal document the use that will be made of money raised if the acquisition is not made (for example specify whether, if it proves impossible to raise enough money, those funds raised will be put towards other future acquisitions, collections care, or public services). We shall also ask donors if their contribution can be made public.

6.2.10 We shall, if grants or other outside funds are used to purchase an acquisition, ensure the Essex Field Club Council approves any conditions in advance and record them and put in place administrative mechanisms to ensure that they are complied with.

6.2.11 We shall, if unwanted items accompany an item purchased for the collection (for example as part of a mixed lot at auction), not accession them into the permanent collection. They may be retained outside the permanent collection, for example as handling material, or they may be offered to other bodies or sold. We shall prevent any suggestion that they have been part of the Essex Field Club's permanent collection and may impose a condition to this effect on the new owner.

6.3 Fieldwork

6.3.1 We shall not acquire an item if there is cause to believe that collecting it recently damaged its original natural, historic, cultural or social context unless, in the opinion of a range of experts, there is an exceptionally strong reason for acquiring it.

6.3.2 We shall exercise sensitivity and may seek professional advice whenever acquiring items or information from fieldwork. We shall consider the desirability of recording and preserving items where they are.

6.3.3 We shall obtain documentary evidence that all items have been collected legally.

6.3.4 We shall communicate clearly over the purpose that the item or information would serve in the Essex Field Club Collection.

6.3.5 We shall have open discussions about the ownership of copyright and other intellectual property rights in the items and information collected.

6.3.6 We shall obtain information about the item or context, such as field notes and photographs.

6.4 Human Remains

6.4.1 It is not possible to obtain legal title to human remains. We will not normally acquire human remains for the collection

7 After acquisition

Once an item has been acquired

7.1 We shall confirm that transfer of title documentation has been completed and that the Essex Field Club intends to retain the item in perpetuity.

7.2 We shall update the Essex Field Club's records and accession the item into the permanent collection.

7.3 We shall record information about the item and its context and undertake further research if necessary.

7.4 We shall display or store the item in appropriate conditions.

7.5 We shall make the item and related non-confidential documentation publicly accessible as soon as possible.

7.6 We shall if the item was a gift, send a letter of acknowledgement to the donor.

7.7 We shall record information about copyright and other rights.

7.8 We shall regularly report all acquisitions to the Essex Field Club Council.

7.9 We shall open acquisition procedures to external audit, especially details of due diligence enquiries made to determine the legitimacy of an acquisition.

8. Collecting other than for the permanent collection

8.1 We may obtain items for purposes other than the permanent collection. For example:

- for regular demonstration/use/operation
- for handling/loan/education
- for spare parts/destructive testing.

9 Guidelines for donors who give items unconditionally

It is recommended that any information the Essex Field Club distributes to donors regarding unconditional donations should include the information below. This wording was developed in consultation with the Local Government Ombudsman for England.

9.1 For use before, or at the time, a transfer of title is signed by the donor

The Essex Field Club is grateful for your generous gift. So that we can accept your gift we ask you to sign a form, called a transfer of title form. We can only accept your gift without conditions. This means that your gift will become the Essex Field Club's property and you and your family will not be able to claim the gift back. In addition, we will not have to consult you about any use we make of your gift. This includes how it is displayed and whether it is lent to other museums. If, in exceptional circumstances, we no longer require it, we will dispose of it in accordance with the guidelines of the Museums Association, which favour transfer to another museum.

Our collections are large and this means that very few gifts are put on permanent public display. When not on display they are carefully stored and are available for research and education purposes.

9.2 For use if a transfer of title has already been signed (for example as part of a letter of acknowledgement)

The Essex Field Club is grateful for your generous gift. Your signature on our transfer of title form means that you have given the gift to the Essex Field Club without conditions. This means that your gift is now the Essex Field Club's property and you and your family will not be able to claim the gift back. In addition, we will not normally consult you about any use we make of your gift. This includes how it is displayed and whether it is lent to other museums.

If, in exceptional circumstances, we no longer require it, we will dispose of it in accordance with the guidelines of the Museums Association, which favour transfer to another museum.

Our collections are large and this means that very few gifts are put on permanent public display. When not on display they are carefully stored and are available for research and education purposes.