



## TERMS AND CONDITIONS FOR TEMPORARY LOANS

Requests for loans should be submitted three months before the loan is required.

### 1. INSURANCE

- 1.1. The task and cost of insuring the objects falls to the borrower, who insures the said objects for the value and in the currency stipulated by the curator. The insurance costs are paid directly to the appointed insurance company without the intervention of the lender.
- 1.2. The exhibits are insured from nail to nail, for all risks including strikes and riots, and for all damage including partial damage and damage caused by light and by changes of temperature and/or humidity level.
- 1.3. The complete and indivisible title to ownership of the lender is in no way affected by any damages that may be awarded by way of compensation.
- 1.4. In the event of total loss, or equivalent damage, the insured value will be paid out immediately and without discussion. In the event of damage that gives cause for restoration, compensation will take into account the depreciation in value of the object loaned. The borrower and his insurance company relinquish all redress against packers, carriers, escorts, museum staff and all those who are duty-bound to handle the objects.
- 1.5. An insurance certificate, or if required a copy of the policy, must be submitted to the lender before the loans are collected.
- 1.6. The lender must be informed in advance of the choice of insurance company. The lender is not obliged to accept this choice and reserves the right to propose his own insurance company.
- 1.7. Should the City of Antwerp expressly require it, the lender must take out a separate insurance for the escort, to cover accidents, medical care and death.

### 2. PACKING

- 2.1. The cost of packing the objects securely and appropriately is borne by the borrower. The packing must be the same on collection and return, thereby making use of the same boxes and the same packing material, this being subject to the approval of the lender. The latter reserves the right to reject the packing, and to have his own packing made at the expense of the borrower. In such cases the lender can decide to take responsibility for the packing himself. The costs of material and hours of work incurred are paid by the borrower as per invoice made by vzw Musea en Erfgoed Antwerpen, Falconrui 53, B-2000 Antwerp.
- 2.2. Packing work will not begin until a report on the condition of the object has been drawn up. When the packing is opened, this condition report is completed where necessary, or a

new report is drawn up by way of supplement. The same procedure is followed for the return journey. The condition report is always signed by both parties. It is the property of the lender and remains in his possession.

- 2.3. Under no circumstances may the packing be opened during transportation and/or outside the collection point and destination. The necessary customs formalities must be completed as a safeguard.

### **3. TRANSPORT**

- 3.1. The transport costs are borne by the borrower. These costs are settled by the borrower directly with the relevant carrier without the intervention of the lender.
- 3.2. Everything possible will be done to ensure that there is no stopover or transshipment during transportation.
- 3.3. In exceptional cases and when several objects are borrowed, both parties should bear in mind that the objects might be split up for transportation purposes.
- 3.4. Transportation may take place a maximum of two weeks before the opening date of the exhibition and a maximum of two weeks after the closing date of the exhibition. In the case of exceptional works, the lender can exercise the right to propose his own date.
- 3.5. The lender must be informed in advance of the chosen mode of transport and transport company. The lender has the right to refuse a particular choice and to impose his own norm.
- 3.6. The lender or his representative has the right to accompany the transport on the outward and return journeys, to be present when the loan(s) is/are packed and unpacked and/or hung or placed. The full cost of providing an escort, including a daily allowance, is borne by the borrower and must be reimbursed without delay.

### **4. SECURITY**

- 4.1. The borrower will adhere strictly to the safeguards which are customary in the museum profession and for the conservation of works of art. In addition to the requirements that are generally in force regarding conservation and security, the curator can impose specific conditions. The borrower should acquaint himself with these in advance.
- 4.2. The lender or his representative has the right to verify that the security measures are complied with during the exhibition and to check the condition of the loaned work(s).

### **5. TECHNICAL STIPULATIONS**

- 5.1. The borrower must follow the norms governing preventative conservation that are generally in force with regard to climate control, light and UV. This also applies when the lender issues specific instructions with regard to presentation and display (display case,

support, etc.). Should the norms not be met, the escort who acts for the lender has the right to refuse the loan to be displayed.

- 5.2. The borrower is strictly forbidden to allow the loan(s) to undergo any treatment of a conservational nature, to take them out of their frame or dismantle them, without the express agreement of the lender. The lender's attention must be drawn immediately to any damage ascertained that might warrant such action.
- 5.3. In certain circumstances a charge may be made for framing flat paper documents (prints, drawings, posters, archival records, etc.) or conserving or restoring objects. The lender should inform the borrower of any costs incurred and charge the borrower direct.

## **6. ADMINISTRATIVE STIPULATIONS, EXTENSION AND TERMINATION OF THE CONTRACT**

- 6.1. The origin of the loan, as specified by the lender, must be mentioned at the exhibition, in the catalogue and in any other related publications.
- 6.2. The borrower will provide the Erfgoedbibliotheek Hendrik Conscience with two free copies of the exhibition catalogue and of the accompanying publications (leaflets, posters, educational material, etc.).
- 6.3. The conditions set out in this document do not release the borrower from the commitments set out by himself. In the event of a dispute, the conditions set out herewith are always binding.
- 6.4. Should the loan conditions set out in this document not be observed, the lender is entitled to have the loans removed immediately. All the additional costs entailed will be borne by the borrower.
- 6.5. Any request to extend the length of the contract must be submitted to the lender four weeks in advance, together with the reason for the request.
- 6.6. If the lender agrees to the extension, all the clauses in this contract continue to apply to the new and mutually agreed period. A letter confirming an additional insurance must be in the possession of the lender eight days before the extension is due to start. If the lender refuses to grant an extension, the borrowed work of art must be returned without delay on the date specified. The lender is not obliged to justify his refusal.
- 6.7. Any disagreement that cannot be settled amicably will be taken only before the court of law in Antwerp and is subject to the Belgian Civil Code governing loans.

## **7. SPECIAL CONDITIONS**

- 7.1. If no further conditions are specified below, any additional particulars will be set out with the definitive undertaking to the loan.

7.2. By signing the general conditions of loan set out in this document, the borrower declares himself in agreement with the said conditions.

Read and agreed in.....

Date .....

For the exhibition .....

From ..... until .....

Title of the catalogue .....

Name of the borrower .....

Signature .....

(One signed copy must be returned to the Erfgoedbibliotheek Hendrik Conscience, Hendrik Conscienceplein 4, B-2000 Antwerp)