

General Terms and Conditions of Loans

Definitions

Loan:	The free loan of an object.
Object:	Archive documents, prints, library items, archaeological and historical objects.
Lender:	'Erfgoed Leiden en Omstreken' (<i>Heritage Leiden and Surroundings</i>).
Borrower:	The institution to which the free loan is made.
Loan Agreement:	The agreement which defines the conditions of the loan.

1. Request

- 1.1 The Borrower should submit a written request to 'Erfgoed Leiden en Omstreken' at least six months before the planned collection date of the required Object(s). The request should be accompanied by a list of the Objects to be loaned with their item and/or inventory numbers.
- 1.2 The Lender will draw up a Loan Agreement specifying the required Objects. By signing this Loan Agreement, the Borrower agrees to the conditions of the Loan Agreement.

2. Insurance

- 2.1 Insurance of the Object(s) must be covered by the Borrower on the basis of an 'all risk' policy from the moment that the Object(s) leave the premises of 'Erfgoed Leiden en Omstreken' until they are returned to their original place or to another place specified by the Lender.
- 2.2 The insurance must be on the basis of a value determined by a Registered Valuer. The costs of the valuation are for the account of the Borrower. The valuation will be arranged by the Lender.
- 2.3 In the case that the Lender's insurance does not cover certain risks, the Borrower remains responsible for damage arising from such risks insofar as these are due to intent or gross negligence of the Borrower.
- 2.4 The Lender must be provided with a copy of the insurance policy before the start of the loan period.

3. Transport, installation and interim inspection

- 3.1 The transport of the Object(s) to and from the Borrower is at the risk of the Borrower. The Borrower will bear the costs of transport.
- 3.2 The Lender will determine the method of packing the Object(s), and the conditions of transport to and from the Borrower. At the times of collection and return of the Object, both parties will sign for the handover.
- 3.3 The Lender reserves the right to inspect the Object(s) during the time that they are being exhibited. The Lender must have access to the Object(s) at any time, and may be present during transport, packing and unpacking, and installation of the Object(s), and the setting up of the showcase, or have this carried out by the Lender's own employee.
- 3.4 Any costs of travel and subsistence associated with a visit, accompanying the Object(s) and installation are to be borne by the Borrower.
- 3.5 The Lender can terminate the Loan Agreement with immediate effect if an Object is damaged.

4. Exhibition

- 4.1 Before any transport of Object(s), the Borrower will provide written information about the way in which he wishes to exhibit the Object(s), the measurements of the showcase, and the material from which it is made, who is to install the Object(s) and set up the showcase, and on which days this will be done.
- 4.2 After installation in the showcase, the Object(s) may not be moved or reinstalled without the Lender's permission.
- 4.3 The Borrower shall, at the request of the Lender, provide access to a Facility Report.
- 4.4 The Object(s) will be exhibited either in a lockable dustproof and emission-free showcase or framed behind glass. Archaeological metal will be displayed in an air-conditioned showcase. In the case of framing, the Lender will provide a passe-partout on the basis of measurements provided by the Borrower of the frame to be used. Under no circumstances may an Object in a passe-partout be taken out.
- 4.5 Setting up (i.e. binding, placing on a stand, placing in the showcase) and dismantling should in principle be undertaken by an experienced book or paper restorer or by Museum staff who have experience of displaying the Object(s). If the Borrower does not have access to such personnel, then an employee of the Lender will do it.

- 4.6 In the case restoration and/or conservation work is necessary in order to exhibit the Object(s). If this work is not necessary for the correct and efficient management of the Object(s) by the Lender, then the costs for the work must be borne by the Borrower.
- 4.7 The Borrower shall not, without written permission from the Lender, cause the loaned Object(s) to be restored, framed or unframed, pieces from the binding to be removed, captions or catalogue numbers erased, cleaned or otherwise treated unless direct and urgent action is necessary for the conservation of the Object(s) and the emergency circumstances do not allow time to obtain prior written permission.
- 4.8 The Borrower shall not, without written permission from the Lender, dispose of or transfer the Object(s) to third parties, or change the destination or location.
- 4.9 The Borrower shall provide the Lender with a free copy of the Exhibition Catalogue.

5. Environment, light and state of Object(s)

- 5.1 The Lender will prepare a Condition Report in which the current condition of the Object and any damage is recorded. This Report will accompany the Object, and on handover to the Borrower, will be verified, and if necessary modified, and signed off. The Borrower shall check the condition of the Object during and at the end of the loan period with reference to the Condition Report. The Lender will check the condition after the return of the Object to establish whether it is in the same condition.
- 5.2 If changes in the condition of an Object are noticed, the Borrower must notify the Lender within two working days.
- 5.3 The circumstances under which the Object is exhibited by the Borrower must comply with the following conditions:
- The relative humidity to which the Object is subjected must not be higher than 55 % or lower than 45 %.
 - In the case of metal Objects, the relative humidity must not exceed 40 %.
 - The temperature to which the Object is subjected must not be higher than 21°C or lower than 18 °C.
 - Organic Objects must be monitored with data loggers.
- 5.4 The showcase in which the Object is exhibited must not be set up close to a source of heating, water pipes, unprotected windows on the ground floor, or next to an entrance or exit.
- 5.5 The Object should be displayed behind glass such that there is space between the glass plate and the Object.

- 5.6 The Object may not be subjected to direct sunlight or artificial light. The maximum allowable light strength is 50 lux with a maximum UV content of 75 microwatt/lumen. These values are valid for eight hours per day. In special cases, stricter conditions may be required.
- 5.7 Outside opening hours, the room should be dark or the Object(s) should be covered.

6. Security

- 6.1 There should be continuous day-and-night security around the building to prevent theft, break in, fire or flooding.
- 6.2 Security measures; where fire and theft prevention is not present, the Object must be stored in a fire-proof and theft-proof safe outside exhibition hours.

7. End of loan period, termination and extension

- 7.1 If the Lender has an urgent requirement for an Object before the end of the Loan Agreement under circumstances that could not reasonably have been foreseen at the time of preparing the Loan Agreement, the Lender will inform the Borrower of this in writing, with the reason for urgent need. The Borrower will return the Object to the Lender as soon as possible, and in any case within a maximum of five days.
- 7.2 The Borrower can return the Object before the end of the Loan Agreement on the basis that at the time of accepting the Loan Agreement the urgent need to return the Object could not reasonably have been foreseen, as long as the Lender indicates that he has suitable storage facilities for the Object. If the Lender does not have available storage, the Borrower will arrange at his own cost appropriate storage until the end of the Loan Agreement, or earlier if the Lender so indicates. The Lender will give permission for this.
- 7.3 If the Borrower wishes to extend the loan period set down in the Loan Agreement, he should submit a timely written request to the Lender, at least four weeks before the end of the Loan Agreement.
- 7.4 The Object shall be delivered back to the Lender on the end date set down in the Loan Agreement.
- 7.5 For the collection and return of the Object an agreement will be made with the Lender about the conditions for delivery.

8. Intellectual property and reproduction

- 8.1 In both the catalogue and the labelling of the exhibited Object, the Lender will be displayed as 'Erfgoed Leiden en Omstreken' (*Heritage Leiden and Surroundings*). The item and/or inventory number will also be displayed.

- 8.2 Where the Borrower takes photographs or makes reproductions of an Object, he is obliged to send a digital copy to the Lender.
- 8.3 The Borrower shall at all times respect any entitled party's prevailing copyright.
- 8.4 If the Object is a unique item that has not yet been digitalised, the costs of digitalisation shall be borne by the Borrower.

9. Disputes

- 9.1 This agreement shall be governed in accordance with the laws of The Netherlands.
- 9.2 In the event of a dispute about the execution of this Loan Agreement, the parties will try to reach a solution by means of friendly negotiation.
- 9.3 If the parties cannot reach an agreement, they will refer to an independent arbitrator and lay the dispute before him/her.
- 9.4 If mediation does not result in a solution or one party does not accept the decision of the arbitrator, or will not implement it, the most appropriate party will submit the dispute to the civil court in the District of The Hague.