



# General conditions for loans granted for exhibitions

**Source of this text: Loan contract.**

**The loan contract must be signed by both parties before the loaned items are handed over.**

## 1 Definitions

### 1.1 Loan/item loaned

In this document, loan/item loaned means:

- Any work or facsimile on the loan list plus fixtures (frame, mount, glazing, stands, tagging, etc.), normally fixed onto the work, plus the fixtures agreed between the parties.
- The entirety of all works and/or facsimiles on the loan list with fixtures.
- If the loan cannot be clearly defined via the reference code, the specifications in the loan list apply (Annex 2).

### 1.2 Mounting

Mounting refers to the original presentation form of the loan or the way in which the lender has prepared the presentation. The mounting can, for example, comprise a frame, book support or passe-partout.

### 1.3 Technician

The person or persons with suitable qualifications and professional experience with ICOM authorisation regarding the definition of museum jobs in dealing with works from collections and the adoption of emergency measures (in particular curators, people responsible for the works' inventory and documentation, artwork administrators, restorers, taxidermists, museum technicians involved with the collection and/or exhibition).

## 2 Conditions governing the presentation (exhibition or event)

### 2.1 Presentation venue

The loan may only be used for the purpose of presentation at the given venue. No other type of use is permitted than the contractually agreed one. A change of exhibition or event location or any other relocation is subject to the written agreement of the lender. The loan may not be distributed to third parties.

### 2.2 Duration of presentation

The permissible duration of the presentation of the individual loans for the purpose of the exhibition/event is given in the loan list, Annex 2, under "Duration of presentation".

### 2.3 Nature and conditions of the presentation

The specific instructions in the loan list, Annex 2, under "Nature and conditions of the presentation" apply when presenting the individual loans. If the loaned item has particular requirements in terms of air conditions and lighting, they will also be specified therein and must be complied with.

## 3 Collection, transport and return

### 3.1 Collection

The loaned item can be collected from the Swiss National Library in Bern (NL) two weeks before the start of the presentation at the earliest and following receipt of the state return guarantee, if requested. The lender must be informed at least one week prior to collection in order for the requisite arrangements to be made.

### 3.2 Return

The loan must be returned to the lender no later than two weeks following the end of the presentation. The lender must be informed at least one week prior to return in order for the requisite arrangements to be made.

### **3.3 Transport**

The borrower will organise the transport including suitable packaging in accordance with the lender's instructions. Delivery must always be direct and as outlined in the Loan contract. Any necessary interim storage is subject to written agreement from the lender.

### **3.4 Packaging**

The loan is normally packed by the lender. If the borrower requests additional packaging from the lender, this will be at the borrower's expense. The extra packaging will not be provided by the lender. Following the end of the presentation, the borrower must pack each loaned item in the same materials and exactly the same way in which it was delivered by the lender.

## **4 Duty of care regarding conservation**

### **4.1 Condition report**

The condition report documents the condition of the loan at time of transfer to the transport company or person commissioned by the borrower. The borrower checks whether the condition of the loan corresponds to the condition report. Provided the borrower is in agreement with the condition report, it will send a signed copy of the condition report to the lender within ten days of receipt. In the event that the borrower detects damage, it must immediately notify the lender thereof in writing. If the borrower fails to give notification of damages or to return the condition report within the stipulated period, the loan shall be deemed as having been accepted as per the condition report. The condition report forms an integral component of the contract (Annex 3) and is provided together with the loan.

### **4.2 Treatment of the loaned item(s)**

There may be no change, restoration or cleaning of the loan without the prior written consent of the lender. That extends to the mounting and the nature of the presentation as per the loan list (Annex 2).

### **4.3 Air conditions and lighting during the loan period**

The loan must be kept in the air conditions and lighting stipulated in the contract for its conservation during the entire term of the loan, including transport, setting up and dismantling of the presentation. It may not be exposed to any natural light source, but only to artificial light (UV-proportion max. 75  $\mu\text{W}/\text{lm}$ ). Localised warming of the loan through light sources in the display cases must be avoided. The lighting must only be provided during opening hours and servicing. If requested, compliance with the air conditions must be documented for the full duration of the presentation.

Any requested interim storage separate to the presentation is subject to approval by the lender in writing by means of a facility report for the scheduled storage venue.

## **5 Security and liability**

### **5.1 Security**

The borrower must guarantee the security during the entire loan term, i.e. from the transfer by the lender including transport and up to return to the lender. The lender reserves the right to refuse the loan if the lender is of the opinion that the security measures against property damage and theft are insufficient. The lender is entitled to request proof of adequate security measures. The loan item ready for return transport must be kept in a locked windowless room or container (display case, cupboard, etc.).

### **5.2 Liability during the loan period**

The borrower hereby undertakes to keep the loan in the same condition in which it was taken from the lender during the entire loan period and to treat it appropriately and in accordance with the lender's conditions. The borrower thus undertakes to provide effective protection for the loan against intentional or negligent damage or

destruction through any type of influence. The borrower will instruct all persons with access to the loan in how to treat it properly. The lender must be notified immediately in writing of any changes or damage to the loan (see cl. 4.1). The borrower is liable for any damage caused by it or by the transport company or person responsible for transport, to the loan up to its insured value.

### **5.3 Insurance**

The insurance is concluded by the borrower with a recognised insurance company and includes cover for all risks during transport and the loan period, in particular damage and theft ("nail to nail"). It is sufficient if a community accepts responsibility for damage to the loan under state liability insofar as the cover corresponds to the scope of all risk insurance cover.

The lender must be provided with a copy of the certificate of insurance, or confirmation of community liability prior to transport of the loan.

### **5.4 Procedure in the event of a claim**

In the event of a claim during the loan period, the borrower must issue the lender with immediate written notification to that effect. The borrower will then compile a report detailing how the claim came about at its own cost including photographic records. If the claim may have resulted from a criminal offence, the borrower will lodge a criminal complaint with the relevant authority.

### **5.5 Examination of the item following return**

The lender will examine the loan following its return to ascertain whether its condition corresponds to the condition report. If the lender detects any damage, it will inform the borrower to that effect within a suitable timeframe.

### **5.6 Late return**

In the event that the borrower returns the loan later than the agreed deadline, the borrower must immediately notify the lender thereof. The lender can then grant the borrower an appropriate grace period. If no grace period is set for the return, the borrower shall be liable for the resulting damages and for the occurrence.

## **6 Withdrawal**

In the case of non-compliance with the statutory provisions of the Loan contract and the General conditions for loans granted for exhibitions, the lender is entitled to withdraw from the contract immediately, take back the loan at the borrower's expense and, if applicable, claim damages. All further judicial remedies remain reserved.

## **7 Costs**

All transport and packaging costs (wooden box, safety belt, bubble wrap, etc.) and travel expenses for a courier, if applicable, are at the borrower's expense. Moreover, the borrower will bear the storage, insurance, maintenance, customs and administration costs arising from the loan during the loan period.

## **8 Protection of intellectual property/catalogue**

### **8.1 Additional uses**

As outlined in the subject of the contract, the intended use of the loaned item is the presentation as per the contract. The lender's written consent is required for additional uses (for example publications, catalogues), the borrower is also obliged to comply with the valid copyright law and must obtain the requisite rights from the authorised parties. The borrower is responsible for clarifying any matters governed by copyright law and is liable for the associated costs. The borrower guarantees that its activity will not contravene any third-party rights (author, use, personality rights, etc.) and that the lender will be held harmless from any third-party rights in this connection.

### **8.2 Designation in the presentation and catalogue**

All loaned items are to be designated as the property of the Swiss National Library.

### **8.3 Catalogue of specimen copies**

The borrower will provide the lender with two copies of the catalogue for the event/exhibition free of charge. The lender will receive two copies immediately following publication.

### **8.4 Illustrations in the catalogue**

The loan may only be photographed by the Swiss National Library.

### **8.5 Reproduction rights**

The borrower may neither reproduce the item loaned nor use it for any purpose other than that given in the contract without written authorisation from the lender. Details regarding reproduction rights are given in the enclosed loan list under "Special rights" and are binding on the borrower.

## **9 Item loaned outside Switzerland**

When taking the loan for exhibition outside Switzerland, the borrower must obtain, if requested, a state return guarantee/return undertaking from the country in question. In this case, the loan will be provided only after receipt of a copy of the state return guarantee/return undertaking from the borrower. The borrower is also obliged to generate all the customs papers and to provide the lender with a copy thereof.

## **10 Other**

### **10.1 Procedural stipulation**

This contract replaces all earlier agreements between the parties relating to the subject of this contract. Any amendments and additions to this contract must be made in written form.

### **10.2 Access and viewing rights**

The lender reserves the right to view the loan at the presentation or storage venue at any time and to check compliance with the applicable conditions of loan.

### **10.3 Applicable law and jurisdiction**

Disputes arising in relation to this contract are exclusively subject to Swiss law. The place of jurisdiction is Bern.

This contract is drawn up in duplicate. Will receive one copy each:

- The borrower
- The lender.

