

General Loan Conditions Van Abbemuseum

1. General

1. The lender loans the objects as stated in the loan agreement to the borrower, who accepts the loan.
2. A request for a loan should be submitted in writing to the Van Abbemuseum in Eindhoven, the Netherlands, at least six months prior to commencement of the loan.
3. The borrower will look after the loan in a museological responsible manner at the location stated in the loan agreement and is obligated to take all measures for its protection against fire, burglary, theft, vandalism, loss or damage that may be expected of a good custodian.
4. The objects should be exhibited in well secured rooms in such a way that they do not invite visitors to touch them.
5. The objects should be exhibited in a room with a stable temperature of 18 to 24°C (with a margin of + or – 3 °C per 24 hours within the 16 – 24°C norm) and a stable relative humidity of 45 – 55% (with a margin of + or – 5 % per 24 hours within the 45 – 55% norm).
6. The maximum intensity of light allowed for works on paper and photographs is 60 Lux and UV maximum of 10 µW/lumen (unless other values are dictated in the loan agreement). The maximum intensity of light allowed for paintings is 150 Lux and UV maximum of 10 µW/lumen (unless other values are dictated in the loan agreement).
7. Every intended change in the location of the loan is to be reported immediately to the lender and requires the lenders permission.
8. Under no circumstances is it permissible to remove the object from its frame, to clean it, conserve it or restore it without written permission from the lender. Except in an emergency and then only to prevent further damage.
9. This agreement shall be governed and construed in accordance with the laws of the Netherlands. With the exclusion of any other court, the court of Arrondissement Oost Brabant (Netherlands) will have jurisdiction in all disputes between the parties arising out of this agreement or pertaining to the subject matter hereof which cannot be resolved by mediation.

2. Costs

1. Costs will be charged for the loan. The costs will be calculated individually and are indicated in the loan agreement. The borrower pays the following costs to the lender:
 - a. Overhead: administration cost.
 - b. Handling: preparation of the art work by the conservation department, including condition report and condition check.
 - c. Insurance premium: insurance premium for nail-to-nail insurance, for the insurance value and loan period mentioned in the loan agreement, through the fine arts policy of the lender on account of the borrower (see also **5. Insurance**).
 - d. Fee: loan fee for borrowing the art works mentioned in the loan agreement.

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- e. Salary courier: salary of the courier for accompanying the art work. For fragile and complex works the lender can decide to let a courier accompany the work, either for installation only or transport and installation. Because the Collection Department of the Van Abbemuseum is not prepared for such activities, extra capacity has to be employed. Therefore the salary costs of the courier are on account of the borrower.
 - f. Out-of-pocket costs: other costs for the purpose of this loan.
2. The borrower will receive one invoice for all the costs stated in the loan agreement. The invoice should to be paid before the commencement of the loan.
3. All mentioned costs in the loan agreement are excluding 21% VAT, with exception of the insurance premium which includes insurance tax.
4. The Van Abbemuseum recognises that a loan may be cancelled or works withdrawn for valid reasons, but reserves the right to charge the borrower for any conservation or other costs which have been made already. Cancellations must be made in writing to the registrar collections.
5. The borrower is responsible for all other costs associated with the loan and arranging (in consultation with the registrar collections) the following:
 - a. Transport by a licensed art transport company
 - b. Packaging by a licensed art transport company
 - c. Travel for the courier
 - d. Lodging for the courier
 - e. Per diem for the courier

3. Duration and termination

1. The loan is made for a definite period of time, as mentioned in the loan agreement.
2. Cancellations of the loan by the borrower must be made in writing to the registrar collections. The Van Abbemuseum reserves the right to charge any costs that have already been made before the cancellation.
3. Requests for extension of the loan agreement need to be made in writing to the registrar collections. Costs associated with the extension of the loan are on account of the borrower.
4. The lender is entitled to terminate the loan agreement at any time if the general loan conditions are not met or the work is in immediate danger.
5. The lender can terminate the agreement as a result of the consequences of COVID-19. The lender will consult with the borrower before deciding to terminate the agreement.

4. Inspection

1. The museological handling of the loan by the borrower may be inspected by the lender. The borrower will provide all the assistance necessary to perform this inspection.

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5. Insurance

1. The borrower is obliged to insure the loan with the lenders insurance company: AXA art. It is not necessary to take out separate insurance for this; simply entering into the loan contract is sufficient. The only exception is insurance through State Indemnity.
2. The insurance premium will be invoiced together with the costs mentioned in the loan agreement (see also **2. Costs**). The invoice should be paid before the commencement of the loan.
3. The borrower can apply to the registrar collections of the Van Abbemuseum for an insurance certificate.
4. The insurance cover always commences two weeks prior to the opening of the exhibition and always continues for two weeks after the exhibition closes. Transport takes place during these periods. These dates are mentioned as the 'loan period' in the loan agreement.

6. Damage or loss

1. The borrower will inform the lender immediately of loss of or any damage to the loan.
2. The lender is entitled to have the extent of the damage appraised by an assessor appointed by the lender. The costs of this appraisal will be borne by the borrower.

7. Condition report

1. The borrower should inspect the condition of the loan using the enclosed condition report when the loan is unpacked at the beginning of the loan period and repacked at the end of the loan period. The borrower makes sure that the original condition report is send back to the lender along with the work after the loan period has ended. Upon return of the loan, the lender will check to ensure that the condition of the loan corresponds with the condition stated in the report.

8. Transport

1. Transport is the responsibility of the borrower, who will also bear the costs.
2. The lender decides how and by which transport company the loan is packed and carried and whether a representative of the museum travels with it. The transport costs will be borne by the borrower.
3. The loan must be transported by a licensed art transport company in the appropriate conditions. If the lender has no crate available, the borrower will arrange a (rental)crate from a licensed art transport firm.
4. The loan should be accompanied by at least two people during transport to ensure that the loan is not left unattended at any time.
5. Any packaging materials used by the transport company are returned to the transport company.
6. The borrower should confirm the date and time of the pick-up and delivery of the art works at least two weeks in advance to the registrar collections.

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7. The loan can be collected no earlier than two weeks prior to the installation of the exhibition and should be returned to the lender no later than two weeks after the exhibition closes. The loan dates are mentioned in the loan agreement.
8. Digital art works or digital components of art works, shall be send to the lender digitally if possible. All digitally received art works or components of art works need to be destroyed by the end of the loan period.

9. Reproduction and listings

1. General public non-flash photography without a tripod (for private purposes) within normal exhibition hours will be permitted. All other special photography or reproduction will require the lenders permission. A written request for special photography will have to be made to the lender.
2. Pictures of the artwork(s) can be requested separately from the lender. Requests can be send to the image documentation department; bibliotheek@vanabbemuseum.nl
Specific credits for the images will be provided by the documentation department. Image documentation almost always contains copyright of the artist. The copyrights need to be arranged by the borrower for the intended purpose of its use.
3. The lender will be listed in catalogues, notices and in other publications intended for the public as: Collection Van Abbemuseum, Eindhoven.
4. The lender will receive a free copy of the catalogue and/or other publications and printed matter that appear during the exhibition. A copy can be send to:
Van Abbemuseum
Postbus 235
5600 AE Eindhoven
The Netherlands