

TERMS AND CONDITIONS OF EXHIBITION LOANS

LEIDEN UNIVERSITY LIBRARIES

The special collections of Leiden University contain materials whose cultural and historical importance is recognised both nationally and internationally. One of the central aims of the Leiden University Libraries (hereafter: UBL) is to make these valuable resources available for teaching and research and for other cultural and educational purposes. In addition, it is also the UBL's responsibility to preserve this cultural heritage.

In an attempt to strike a balance between these two objectives, UBL is willing to co-operate with institutions who are interested in borrowing materials such as manuscripts, printed works, book bindings, maps, photographs, prints, drawings or other objects for exhibitions with a scientific or cultural aim.

PREMISES

UBL (hereafter: the Lender) is prepared, on conditions to be stated hereafter, to grant the loan of manuscripts, printed books, bookbindings, maps, photographs, prints, drawings and other objects (hereafter: objects) to other institutions (hereafter: the Borrower) for use in exhibitions.

The Lender is willing to consider requests for loans to exhibitions with scholarly and/or cultural purposes, held in a museum, library or a comparable institution able to meet the general conditions for the exhibition of rare books and objects – stated hereafter.

Requested objects and loan possibilities will be assessed on a case-by-case basis.

Requests should be submitted in writing at least six months in advance, listing the title of the exhibition, the period during which it is to be shown, the expected dates of transport of the objects, and an accurate statement of the materials requested, including shelfmarks and the pages to be exhibited

The request for the loan will be evaluated on the basis of various criteria, including the fragility of the object, the facilities of the borrowing institution, the availability of alternatives or the necessity of keeping these objects available for other purposes. Certain objects cannot be put on loan because of their poor condition. In other cases, special stipulations may be made.

We welcome applications from institutions implementing the Bizot Green Protocol. We will make an assessment based on the conservation needs of the requested objects.

If not otherwise stated in these conditions, the legal provisions of Dutch law concerning loan are applicable (Burgerlijk Wetboek, art. 1777 ff.).

In cases where the conditions stated here do not apply the Lender decides.

GENERAL RULES AND CONDITIONS

1. The Borrower is an official institution which bears legal responsibility for the loan objects to receive. The Borrower commits himself fully to provisions of international, regional, national or local legislation and of treaties. Moreover, the Borrower sticks to legal obligations and to other relevant legislation concerning every aspect of the institution, its collections and activities.
2. Loan-forms of the requesting institution will not be used.
3. The Borrower shall never derive any rights to restitution or compensation from this agreement.
4. The Lender charges fees to recover costs of administration and preparation of loans. For each requested work, 1% of the insurance value will be charged for the loan, with a minimum of €100 and a maximum of €750 for each requested work and moreover with a minimum of €200 for a loan contract. All prices excl. VAT. The Lender can deviate from this at all times. Moreover, the borrower agrees to pay all of the Lender's expenses in connection with the loan, as determined by the Lender. These expenses include, but are not limited to, the following a) conservation work the Lender considers necessary to prepare the objects for exhibition and transport, and the supply of display supports or fittings; b) transport of the objects; c) travel, accommodation, and subsistence for the Lender's courier; d) administrative costs, based on time spent by couriers in installing and collecting of the objects; e) insurance for the objects. As standard, UBL provides a book support for bound materials made from dark grey corrugated board, for a flat surface without an angle. Prints, drawings and photos are mounted with cream museum board in maple wood frames. UBL charges €75.- excl. BTW, per object, for these materials.
5. With these "Terms and Conditions of Exhibition Loans" the Borrower will also receive a Questionnaire about the exhibition circumstances and such. The Questionnaire has to be filled in and signed by the Borrower and then sent back to the Lender NO LATER THAN THREE MONTHS BEFORE THE EXHIBITION OPENS. By signing the Questionnaire the Borrower agrees to these Terms and Conditions of Loan.
6. The Lender receives one free ticket to the exhibition and two free copies of the catalogue and/or accompanying publications. Please send publications to the following address: Leiden University Libraries, c/o Special Collections, P.O. Box 9501, 2300 RA Leiden, The Netherlands.
7. In the exhibition, the catalogue and all other publications the provenance of the object(s) borrowed from the Library should be stated as: Leiden University Libraries, [shelf mark]. For objects of which the Leiden University Libraries holds copyright, permission can be obtained at the Leiden University Libraries, Department Special Collections Services (registrars@library.leidenuniv.nl).
8. The Borrower is liable for loss or any damage and agrees to compensate completely for loss or damage under all circumstances.
9. The Borrower should take out an "all risks, nail-to-nail" insurance with a financially strong insurance company. Every object should be separately insured against the value determined by the Lender. The beneficiary in case of damage or loss is the Lender. An insurance certificate with specification of the objects and their insurance value, and with the indication "all risks, nail-to-nail" should be sent to the Lender as soon as possible and no later than the date of transport.
10. The loan agreement takes effect as soon as the objects leave the library and terminates as soon as the objects have been returned in the library and found correct.
11. Transport of the objects from and to the library shall be organised by the Borrower according to the instructions from the Lender. Also, according to the instructions from the Lender, transport will be carried out by a specialised art-transportation firm that is

certified and registered as 'Known Consignor' in the EU database. The Lender is allowed to appoint its own courier to accompany, install, and remove all material on loan. Arrangements for collecting and returning the objects should be made at least two weeks in advance.

Any temporary storage between venues is not permitted without specific advance consent. The objects shall be returned directly to the Lender from the last venue, unless Lender approves other arrangements. All packing, transportation and customs formalities arranged by Borrower, including movements of Loaned Work between venues, must be approved by Lender at least four weeks in advance of shipping.

12. The Borrower is expected to have received all objects in good condition. A condition report is provided for all objects. Any possible previous damage can be recorded in the condition report. If any possible previous damage is identified at transfer by the Borrower or by a person appointed by the Borrower the Lender will make a condition report at his request.

13. Objects need to be packed thoroughly and exclusively and the objects need to be transported in a securely locked crate or case. Packing and unpacking needs to be carried out in the presence of the courier appointed by the Lender. If transportation is without a courier, the objects need to be packed and unpacked by a qualified and authorized person appointed by the Borrower. The loan should be packed for transport back similarly as packed for transport to the exhibition.

14. The objects should be handled with utmost precaution and only by a qualified and authorized person. At all times the Borrower will need to inform the Lender. Under no circumstances the loan will be handled by a third party.

15. The installation of the objects in the exhibition room will be carried out by the Lender or in presence of the courier appointed by the Lender. If agreed upon, the installation of the objects will be carried out by the Borrower, with or without the presence of a courier appointed by the Lender, the objects will be installed and uninstalled by a qualified and authorized person appointed by the Borrower. To prevent theft or malfunction of the hanging system, the Borrower must secure the frames to the wall with security screws (preferably mirror plates, clovers of steddies).

16. The loan should be returned directly to the Lender within seven days after the end of the exhibition. For deviation of this rule please contact the Lender in time.

17. The Borrower commits himself to treat the loan with the utmost precaution and takes all the necessary measures to prevent damage and loss of the objects.

18. In case of loss or damage – however small – the Borrower should inform the Lender immediately to discuss measures to be taken. Damage should be administrated and documented at once.

19. The Borrower informs the Lender immediately if the institution is (temporarily) closed.

20. It is on no account permitted to restore the object(s) or change its (their) condition in any way.

21. Reproduction of the objects, or of parts of them, and the making of film- and television recordings is not allowed without written permission of the Lender.

22. The Borrower is on no account allowed to lend the object(s) to a third party for research or other purposes.

23. The Lender shall have access to the object(s) at any time.

24. The Lender will draw up the loan agreement. The loan agreement will need to be signed in duplicate by the Lender and the Borrower.

25. In special cases the Lender may deviate from these conditions. The Borrower will be informed in time of the changes. Deviations will be recorded in the loan agreement.

26. If the Borrower fails to adhere to these Terms and Conditions of Loan, the Lender is authorized to reclaim the loans immediately, while the Loan Agreement remains in force nonetheless.