



LOAN CONDITIONS FOR TEMPORARY EXHIBITIONS

Introductory notions

A "temporary exhibition" is supposed to be an exhibition which is open to the public continuously but of a temporary nature, with a minimum duration of one day and a maximum duration of one year.

The Memorial Museum Passchendaele 1917 gives the loan of the artefacts it has in its collections.

The loaner is a person who, on behalf of a society or an institution, wishes to borrow objects from the collection and is fully responsible for these objects during the period of the loan.

For every loan an 'Act of Temporary Loan' is drawn up, including the conditions that are mentioned here, and as a supplement the list of objects on loan with, among other things, their assessed value for insurance. This agreement is to be signed by the lender and the loaner.

Application

The list of the required objects and the correspondence concerning the loan are to be submitted to the curator of the Memorial Museum Passchendaele 1917, who - in consultation with the administrator of the collection - makes the final decision following the approval or the refusal of the application by the bench of aldermen. The list of the required objects should be at the Memorial Museum Passchendaele 1917 at least four weeks before the opening of the exhibition. For exhibitions abroad this period is extended up to a minimum of three months.

General conditions

Every approved loan is valid for one exhibition only. Under no circumstances must the loaned objects be moved to a different place from the one that is mentioned in the application.

In no case nor in any form (loan, deposit, temporary custody, ...) can the loaner transfer the objects they have been granted to third parties.

The exhibition must be located in a firmly built place, which is closed and secured. The loaner should administer the objects they have been granted with due diligence, in the best conditions of security, air conditioning and presentation, carefully following the guidelines that

are mentioned here. The objects are to be considered as belonging to the museum and should be treated according to the museum standards such as prescribed nationally and internationally.

The objects are exhibited in the state as they are delivered and under the conditions as determined by the lender. They are to be placed in a display case which can be closed. Objects that are too big to be put in a showcase must be kept away from the public.

A description of the state of the objects (which can be made by visual aids) is drawn up and added to the list of objects.

The artefacts must never be cleaned, restored or taken apart, unless a prior written permission on the matter has decided otherwise. Any such agreement will then be considered as part of the Act of Temporary Loan.

The loaner should prevent that (light-) sensitive objects that are made of organic materials and art objects on paper are exposed to direct sunlight or too strong artificial light.

Under no circumstances is cooking or smoking allowed in the rooms where the objects are exhibited.

Firearms for offensive and defensive warfare which are ready for use (i.e. which have not been neutralized) cannot be given on loan, except under particular conditions and taking into account the "Arms Act" of 8 June 2006 and the "Royal Decree concerning the implementation of certain regulations in the law of 8 June 2006 on administration of economic and individual activities with arms" of 9 July 2007.

If, for any reason at all, an object – part of the loan – cannot be exhibited, then it should be restituted to the lender by the loaner as soon as possible, taking into account the following stipulations about packaging and transport.

Publications on the exhibition and the catalogue must mention the origin of every artefact on loan. The origin should also be mentioned at the exhibition itself – as the legend to the objects – in the following terms: "Collection: Memorial Museum Passchendaele 1917, Zonnebeke, Belgium".

Two invitations, two admission tickets and two posters (in any of the languages used) should be given to the lender for free. Moreover, as soon as possible after the opening of the exhibition two copies of the catalogue, in any of the languages used, will be given to the lender.

Insurance

The objects on loan are insured against all risks (fire, damage, vandalism, theft, loss, also during strikes and riots), starting from the moment the objects are given by the lender up to the moment they are taken over again by the lender after the exhibition. In other words risk cover "from nail to nail", where limits of responsibility to the insurer are not permitted.

The insurance sums are unilaterally determined by the lender.

The following special clause is to be added to the policy: "The insurance company explicitly commits itself to taking the stated insurance values as accepted values and paying them to the lender net and without costs in case of theft or total loss". This clause must also be mentioned on the certificate which the insurance company sends to the lender before.

The choice of an insurance company which is acknowledged in Belgium is given to the lender. However, the choice of the suggested company must be presented to the loaner and be given their approval.

A copy of the insurance company must be handed to the lender at least three days before collecting the objects.

When damage, theft, loss or any other irregularity concerning the objects on loan is stated, the lender should be notified by the loaner as soon as possible. In case of theft or loss the date and number of the official report and the address of the recording authority must be mentioned.

Any damage will be stated and assessed by the lender or an expert who has been appointed by them. Both parties will receive a copy of the report. The loaner can, if they so wish, require their own expert's assessment. Such report must also be handed to both parties in writing.

The allocation of the restoration or repair work is unilaterally and unarguably a matter for the lender. The loaner commit themselves to accepting the full restoration or repair costs (including transport costs and any other related costs), insofar as they do not exceed the insurance values.

In case of theft or loss of the objects the agreed insurance value must be paid fully and integrally to the lender within 60 working days after stating the loss. Should the objects be found back later, the sum paid net will be refunded without the loaner claiming any rent and minus any costs for administration, repair or restoration work.

It is the loaner's responsibility to advise the insurance company on the conditions as mentioned here before signing the agreement.

Collection and return of the objects – packaging

The date for collection of the objects on loan is to be determined jointly.

Transport of the artefacts to and from the exhibition are at the loaner's responsibility and costs. They should contact the lender before and follow their instructions for the purpose. The loaner will take all precautions for the transport to take place in the safest possible way.

In certain cases (e.g. for very vulnerable or exceptional artefacts) the condition can be imposed that transport must be organized by a specialized firm, in which case the loaner will be informed in time.

If the Memorial Museum Passchendaele 1917 so wishes, a staff member of the Memorial Museum Passchendaele 1917 will be present during transport, when unpacking the objects, laying out the exhibition and/or breaking it up again and re-packaging the objects. The costs for travelling, staying and travel insurance are to the loaner's account.

The objects on loan must be brought back to the lender no later than within six working days after closing the exhibition.

The objects are packed either by the lender or by a specialized firm. The related costs are to be paid completely by the loaner.

After the exhibition the objects must be brought back in the same packaging. For packaging which can be used only once the rule is that the loaner brings back the objects in a similar sort of packaging.

Termination and extension of the loan

If the exhibition does not come up to the conditions mentioned here, the lender may re-claim the objects on loan without demur. Should the loaner not comply with this request, the lender has the right to take the objects back, without any further obligation apart from recording the identity and the state of the objects in an official report, at the cost of the lender.

In case the loaner wishes to extend the agreement, they should apply in a motivated request four weeks prior to the normal termination of the loan. If the lender consents to such extension, the loaner is informed in writing and the conditions of the agreement remain valid until the new agreed date. Proof that the insurance policy has also been extended must be submitted as soon as possible.

Right of reproduction and photographic shots

A complete or even partial reproduction by, for or on behalf of the loaner by means of photo-mechanical or electronic means, among which film, video, TV, CD-ROM, DVD and computer image, for the benefit of publication in any form, can only be allowed by explicitly mentioning the Memorial Museum Passchendaele 1917 as the owner and administrator of the object. Every photo that is published should mention the following legend: "Collection: Memorial Museum Passchendaele 1917, Zonnebeke, Belgium", followed by the number in the inventory.

For the publication of photos the prevailing copyright regulations must be complied with. The lender does not take any responsibility in this respect.