



TERMS AND CONDITIONS FOR OUTGOING LOANS FOR TEMPORARY EXHIBITIONS

Introductory terms

“Temporary Exhibition” is considered to be an exhibition, open continually to the public, with a temporary character, with a minimum duration of one day and a maximum duration of one year.

The lender is the Memorial Museum Passchendaele 1917, which allows collection exhibits belonging to its patrimony to be given on loan.

The borrower is a person who on behalf of an association or institute wishes to lend items from the collection and who is fully responsible for these objects during the loan period.

For every object on loan, a Temporary Loan Agreement is drawn up which includes the terms and conditions stated here and an appendix listing the loaned objects including the insurance value thereof. This document is signed for agreement by the lender and the borrower.

Application

The list of desired objects as well as a written exchange in relation to the loan must be addressed to the curator of the Memorial Museum Passchendaele 1917. In consultation with the collection manager, the curator will grant final permission or refuse after receiving an approval or refusal from the council members.

The Memorial Museum Passchendaele 1917 should receive the list of desired objects at least four weeks before the exhibition opening date. For exhibitions abroad, this period is increased to a minimum of three months.

General terms and conditions

Any outgoing loan granted by the lender applies solely to one exhibition. In no event may the outgoing loaned objects be transferred to another location than the one stated in the application.

The borrower may under no circumstances and in any form whatsoever (on loan, in storage, temporary safekeeping) transfer the objects entrusted to him to third parties.

The exhibition must take place in a soundly constructed room, which is closed and secured.

The borrower will treat the entrusted objects with care and diligence and keep them in optimal conditions of security, controlled climate and presentation, while meticulously following the guidelines stated below. The borrower must consider the loan item as a museum object and handle it according to the musicological standards prescribed nationally and internationally.

The objects are exhibited in the condition they are delivered and under the conditions established by the lender. They should be housed in a lockable display case. Objects that are too bulky and therefore cannot be placed in a display case must be stored out of reach of the public.

A description of the condition of the objects (by way of image material) is drawn up and added to the list of objects.

The collection exhibits may in no event be cleaned, restored or dismantled, unless a prior written agreement has established the contrary. Any agreement to this end will then be considered as part of the Temporary Loan Agreement.

The borrower will prevent any sensitive objects made of organic materials, as well as works of art on paper, from being exposed to direct sunlight or intense artificial light.

In no event is it permitted to cook or smoke in the rooms where the objects are stored.

The firearms for war purposes and the defensive firearms which are ready to use (i.e. not neutralised) cannot be given on loan except under certain conditions and in compliance with the 'Arms Act' of 8 June 2006 and the 'Royal Decree implementing certain provisions of the Act of June 8, 2006 regulating economic activities and individuals with weapons' of 9 July 2007.

If an object – part of the loan – cannot be exhibited for any reason, then it will be returned in compliance with the packaging and transport procedures described below.

Publications relating to the exhibition, as well as the catalogue, state the origins of each object on loan – to be stated as follows: "Collection: Memorial Museum Passchendaele 1917, Zonnebeke, Belgium".

Two invitations, two admission tickets and two posters (in each of the used languages) will be provided to the lender at no cost. Furthermore, as soon as possible after the opening of the exhibition, two copies of the catalogue in each of the published languages will be sent to the lender.

Insurance

The objects on loan will be insured against all risks (fire, damage, vandalism, theft, loss, also during strikes and riots), to be entered into from the moment the objects are transferred to

the borrower until they are returned to the lender after the exhibition. In other words, risk coverage 'from nail to nail' whereby no limits to the liability of the insurer are permitted.

The lender unilaterally defines the insurance values.

The following special clause must be included in the policy: "The insurance company commits explicitly to accept the specified insurance value and, in the event of theft or complete loss, to pay the net amount and without any fee to lender." This clause must also be stated on the agreement the insurance company sends to the lender in advance.

The choice of an insurance company accredited in Belgium is left to the discretion of the borrower. However, this choice of proposed insurer must be presented to the lender for agreement.

A copy of the insurance policy must be in the possession of the lender at least three working days prior to the collection of the objects.

If any damage, theft, loss or any other irregularity to the loaned objects is identified, the borrower must immediately inform the lender of this fact. In the event of theft or loss, the date and number of the official police report and the address of the reporting authority must be communicated to the lender.

In the event of damage, this will be identified and assessed by the lender or experts appointed by him. The report of this counter-expertise must be submitted to both parties in writing. The lender will determine, unilaterally and incontestably, who will be entrusted with the task of carrying out restoration or repair. The borrower will commit to assume the full costs of restoration/repair (including the transport costs and all other related expenses), insofar as they do not exceed the stated insurance value.

In the event of theft or loss of the objects, the stated insurance value must be paid fully and integrally to the lender and this within sixty working days after identifying the disappearance. If the objects are recovered afterwards, the paid net sum will be reimbursed to the borrower without interest and after the deduction of any costs for administration, repair or restoration.

The borrower must ensure that the insurance company is informed of the previously stated terms and conditions prior to closing the contract.

Collection and return of the exhibits – packaging

The date of the collection of the object being loaned is determined in joint consultation.

The transportation for the collection and return of the collection exhibits must occur under the responsibility and completely at the expense of the borrower, who for this purpose, contacts the lender in advance and follows the lender's instructions on the matter. The borrower takes all precautions to ensure transport occurs in all safety.

In some cases (i.e. with very fragile or exceptional collection exhibits), a condition may be included that transport must be performed by a specialised transport company. The borrower will be informed of this in a timely manner.

If the Memorial Museum Passchendaele 1917 requests, an employee of the Memorial Museum Passchendaele 1917 will be present during the transportation, the unpacking, the installation and/or dismantling of the exhibition as well as when the object is being packed for return. The

associated expenses for travel, accommodation and travel insurance are borne by the borrower.

The loaned objects must be returned to the lender no later than six working days after the end of the exhibition.

Objects are packed either by the lender or by a specialised firm. The associated costs are borne exclusively by the borrower.

After the exhibition, the objects should be returned in the original packaging. With packaging that can only be used once, the borrower must return the loaned item in a similar packaging.

Resignation and extension of the loan

When it appears that the exhibition does not meet the conditions stated herein, the lender can demand the immediate return of the objects. If the borrower fails to comply with this request, the lender has the right to take back the objects, without any obligation other than stating the identity and condition of the objects in the official report, and this at the expense of the borrower.

Should the borrower wish to extend the contract, then he must submit a reasoned application to this end four weeks prior to the normal expiry of the loan period. If the lender agrees to an extension, the borrower will be informed of this in writing and the terms and conditions in the contract remain valid until the newly agreed date. Proof that the insurance policy has also be extended must be submitted as soon as possible.

Reproduction right and photographic recordings

A complete or partial reproduction of the loaned objects, by or on behalf of the borrower, using photomechanical or electronic means including film, video, TV, CD-ROM, DVD and computer images, for publication in any form, may only occur under the condition it is explicitly stated that the Memorial Museum Passchendaele 1917 is the owner and curator of the item. Every photograph must be provided with the following caption: "Collection: Memorial Museum Passchendaele 1917, Zonnebeke, Belgium", followed by the inventory number.

With the publication of photographs, the prevailing provisions on copyright and author right are to be respected. The lender distances itself from all responsibility in this regard.