

LOAN CONDITIONS

1. INSURANCE

- 1.1. The items shall be insured through and at the expense of the borrower for the value and in the currency specified above. The overall value to be insured must correspond to the sum of the insurance values determined, item by item, in the temporary loan deed. These values represent the amount of compensation to be borne by the insurer in the event of total destruction, damage, theft or disappearance.
The borrower shall ensure that the insurance company considers these values to be accepted values.
The borrower may choose the insurance company; however, the lender must agree to the insurance company chosen.
- 1.2. The items shall be covered '**wall to wall,**' including the breakage of fragile objects and damage due to the change in temperature or degree of humidity in the premises in which the objects are stored.
- 1.3. In the event of partial damage, the choice of restorer and the method of restoration shall be determined indisputably by the lender.
The borrower undertakes, in any case, to pay all the restoration costs, even if these costs exceed the insurance value specified. The items shall remain the property of the lender under all circumstances.
- 1.4. With a view to determining the compensation for partial loss (reduction in value), a commission of experts shall be set up. This commission shall comprise a representative of the lender, a representative of the borrower, a representative of the insurance company and a restorer appointed by the lender.
- 1.5. The borrower and its insurance company shall bear full liability for the compensation determined and waive all recourse against the packers, carriers, attendants and any other persons who may have to handle the objects. The compensation must be paid by the insurance company within thirty calendar days of the final approval of the amount of the damage, without prejudice to any recourse by the insurance company against other companies or natural persons.
- 1.6. The borrower shall do everything possible to avoid the seizure or theft of the works. Should such an event nevertheless occur, the total insurance value must be paid to the lender. If the objects are subsequently recovered, the net amount of the compensation will be reimbursed, without interest and without any other additional compensation.
- 1.7. The compensation shall be paid in euros. In the event of the devaluation of the currency in which the insurance policy covering the object was concluded, the lender has the right to review the estimate and adapt it to the rate of this currency. This adjustment shall be effected ipso jure during the period from the time when each case of damage or loss is determined until this has been reimbursed.

- 1.8. A copy of the policy in full must be in the possession of the lender at least eight days before the objects are removed. If this is not possible due to a case of force majeure, the objects may only be removed once the lender has been handed an indisputable certificate of insurance.

2. CONDITION OF THE OBJECTS, PACKAGING, TRANSPORT

- 1.1. Before they leave the Museum, the Museum manager shall draw up a report on the material condition of the objects, with a survey of existing damage, weak points and restoration work.

This report shall be

- ~~attached to this deed~~ °
- attached to the certificate of removal °.

The borrower may ask to examine this report before the objects are removed. If it waives this examination or does not make any comments, it shall be deemed to approve the report drawn up.

When the objects are removed and returned, the report shall be examined by both parties and if appropriate, completed and signed.

- 1.2. All transport and packaging costs for the outward and the return journey shall be borne by the borrower. The packaging for the outward journey shall be undertaken by the lender, who shall determine its nature. The borrower shall bear the cost of specific packaging made especially, such as frames, manuscript holders, Plexiglas protection, etc. In this case, the borrower shall be informed in advance of the need to make such packaging.
- 1.3. The original packaging must be kept by the borrower, in a secure, dry place, and reused in full for the return journey. The lender shall determine whether the objects may be repackaged by the borrower or by a representative of the lender.
- 2.4. The lender must consent to the mode and means of transport suggested. The loading space must be hermetically sealable (not a tarpaulin).
- 2.5. At the request of the lender, arrangements must be made for the works borrowed to be accompanied on the outward and return journeys, including mounting and finishing, by a representative of the lender, at the expense of the borrower. This representative accompanying the objects shall have ultimate authority regarding all instructions concerning packing and unpacking, storage, hanging and taking down the works. The borrower shall bear all the expenses of the representative accompanying the objects, in particular transport, accommodation and meals. If the representative accompanying the items has to advance funds to this end on site, these advances must be refunded to the representative immediately, before the return journey, upon presentation of the necessary supporting documents.
- 2.6. The outward and return journeys must take place as near as possible to the opening and closing of the exhibition. The lender may require that the representative accompanying the objects must remain on site until the objects have been finally positioned after the outward journey and as of the first object removed upon the return.
- 2.7. The borrower shall cover all expenses incurred by customs operations, including the payment of any taxes and compensation for the customs officials. The customs formalities must take place in the premises of the lender and in the exhibition space of the borrower. The objects may not, under any circumstances, be removed from their packaging during transport.

- 2.8. The borrower undertakes to contribute to the framing costs linked to the loan of the works requested. The framing costs **amount to € 80** per work. The objects are only made available to the borrower if the latter has settled these costs at the latest 15 days before the opening of the exhibition.

° delete as appropriate

3. EXHIBITION: SECURITY ARRANGEMENTS

- 3.1. The borrower undertakes to take all the precautions required to keep the items entrusted to it unchanged in their present condition. It shall take every precaution to prevent theft and damage. The exhibition premises will be kept under constant surveillance, day and night. In accordance with the instructions given by the lender, the objects shall, if appropriate, be protected from the public by installing display windows or using any other method of protection.
- 3.2. The borrower shall ensure appropriate protection against fire. The existing installation and the types of extinguishers must be submitted to the lender for approval in advance.
- 3.3. The **climatic conditions** must meet the following requirements:
1. Humidity: minimum 40%, maximum 60%;
 2. Light: maximum 50 lux;
 3. Heating: minimum 18°C, maximum 22°C.

Smoking, eating and drinking are strictly forbidden in the rooms where the objects are placed.

- 3.4. In the exhibition, each object on loan shall be accompanied by a label indicating its provenance: **'Province de Namur, Musée Félicien Rops.'**
- 3.5. The objects on loan may only be used in the exhibition in question, to the exclusion of any other purpose. Any change of position, determined in advance by mutual agreement, as well as any handling whatsoever, including for study purposes, must be submitted to the lender for approval. If the borrower is unable to exhibit an object already received on loan, for any reason whatsoever, it shall be obliged to return the object loaned to the lender as quickly as possible.
- 3.6. The lender reserves the right at all times to have the objects loaned inspected and to have any restoration work required carried out.
The borrower may not assert any objection to defer or prevent this investigation or treatment.
- 3.7. The borrower shall be obliged to inform the lender of any damage as soon as it is observed, as diligently as possible. It shall be obliged to provide compensation for all damage, even accidental, which the objects entrusted to it may suffer. The borrower shall be strictly forbidden to carry out any restoration work whatsoever on the objects on site without the prior authorisation of the lender and without the presence of the lender's representative (see above, point 1.3.).
- 3.8. If the exhibition does not fulfil the conditions set out above, the lender may immediately request the return of the objects loaned.
If the borrower fails to respond to this request, the lender shall have the right to take back the objects, without any obligation other than noting in a report the identity and condition of the objects, at the expense of the borrower.

4. REPRODUCTION, PUBLICATION

- 4.1. Permission to reproduce
- is given for
 - ~~is not given for~~
- : Catalogue – poster – leaflet – press – postcards – slides.
- 4.2. Permission for ◦ photographs / television – authorisation is given ◦ / ~~is not given~~ ◦.
- If consent is given for photographs or television, the light used may not reach more than 50 lux. The objects must be photographed in their original position and in any frame they may have.
- 4.3. The borrower shall provide the lender, free of charge and immediately after publication, with two copies of the exhibition catalogue and posters.
- 4.4. The lender
- indicates its consent to the suggested author for the catalogue entries on the loans concerned;
 - ~~requires that the entries be prepared by~~
 - ~~requires that the texts be examined before publication.~~
- 4.5. For each publication and reproduction, the objects loaned must be accompanied by an indication of their origin, as described in clause 3.4.

5. EXTENDING THE CONTRACT, BREACH OF CONTRACT

- 5.1. Any request to extend the duration of the loan contract beyond the period indicated above must be sent to the lender **three weeks** in advance, setting out the reasons in full.
- 5.2. If the lender agrees to this extension, all the clauses of this contract shall remain in force until the new term set by mutual agreement. A complementary cover letter from the insurance company must be in the possession of the lender eight days before the start of the extension. If the lender refuses the extension, the object loaned must be returned to it without delay on the agreed date. The lender is not obliged to justify its refusal.
- 5.3. Failure to abide by one of the above clauses may constitute grounds for demanding the cancellation of this contract (see point 3.8.). Should a dispute arise, the courts of Namur shall have sole jurisdiction. Otherwise, the parties shall refer to the provisions of the Belgian Civil Code on loans for use and commodate.

6. ADMINISTRATIVE COSTS

- 6.1. The administrative costs of each approved request **amount to € 100.**
- 6.2. The objects are only made available to the borrower if the latter has settled the administrative costs at the latest 15 days before the opening of the exhibition.