

The Loan Conditions of the Koninklijke Bibliotheek (KB, the National Library of the Netherlands)

(March 2022 version)

CONDITIONS FOR THE LOAN OF OBJECTS FOR EXHIBITIONS

The Koninklijke Bibliotheek (the National Library of the Netherlands), hereinafter: the KB, is prepared, under certain conditions, to provide objects on loan for an exhibition. In principle, the KB will cooperate with exhibitions that serve a scientific and/or cultural purpose and that are hosted in a museum, library or similar institution that has sufficient facilities to exhibit fragile or valuable objects. The KB decides whether to cooperate on a case-by-case basis.

The borrower will have to try to keep the scope of the request and the duration of the loan to a minimum.

Some objects cannot be exhibited due to their condition. In that case, the loan request will be refused. Certain objects may only be given on loan under specific, additional conditions.

Loan request

1. The request must be made well in advance. This is generally considered to be three months before the opening date. The request must further be done in writing, whereby digital delivery is preferred, stating the title and objective of the exhibition and the expected date(s) of transport, a precise description of the objects requested (with exhibit numbers) and the pages to be opened during the exhibition.

The KB Loan Conditions and a loan form on which all additional information can be filled in can be requested from the KB registrar. Once the completed loan form is returned to the KB registrar, the KB will take a preliminary decision on whether to grant the loan as soon as possible. A commitment is not final until the loan agreement has been signed by both parties.

Liability and insurance

2. The borrower is liable for all damage to or loss of the object(s), irrespective of the cause, during the entire loan period, including its return transport ('from nail to nail'). Damages are to be borne by the borrower or its insurer.

3. The borrower takes out nail-to-nail insurance that covers all damage to or loss of the object(s), irrespective of the cause, for the insurance value that the KB has indicated per object in the loan agreement. The insurance certificate confirming the objects that are covered by the nail-to-nail insurance policy, or a signed copy thereof, must be submitted to the KB registrar before the start of the transport procedures and will form part of the loan agreement. In the absence of the insurance certificate, the KB reserves the right to stop both the transport and transfer of the loan until such certificate has been received.
4. The borrower must contact the KB registrar or their deputy immediately in the case of any damage to or loss of the object(s), irrespective of the cause, in order to consult on the measures to be taken.

Transport

5. The transport of the object(s) from the KB to the final destination and from the final destination to the KB must be done by order of and for the account and risk of the borrower. The transport will be handled by a transport company that specialises in the transport of art. The borrower must make timely pick-up and return appointments with the KB registrar.
6. As a rule, the KB will package the objects in suitable material that optimally protects the objects. In the case of return transport, the items must be repackaged in the same or similar material in which they had been received, unless the KB has otherwise approved. In exceptional cases, special packaging may need to be made in order to transport the object safely. In that case the costs are to be borne by the borrower.
7. The party commissioned by the borrower for the transport, for which the party can show a valid transfer certificate to the KB registrar and to whom the object(s) are transferred, is considered to have received them in good condition. The KB draws up a condition report or takes photos of the object to thus establish the object's condition and any pre-existing damage. This report accompanies the object and will be checked and possibly completed and approved by the borrower when the object is transferred.
8. If any damage to or change in the objects' condition is observed, the borrower must immediately contact the KB registrar or their deputy.

Exhibition

9. Before the start of the transport, the borrower provides written information about the way in which they would like to see the object(s) exhibited, which type of book stand is to be used, the dimensions of the display case and the material it is made of, who is to do the binding of the books and the fitting up of the display cases and the day(s) on which this is to take place.
10. The objects are handled with great care and only by KB staff or a competent person designated by the KB. Under no circumstances may the objects be made available to third parties for research or other purposes.
11. The installation (i.e. the binding), the placement on the stand and in the display case, and the removal of the objects is principally done by a KB staff member, unless otherwise agreed, in which case it is done by an experienced book or paper conservator or a (museum) staff member who has experience in displaying books.
12. The objects are exhibited in a display case that can be closed by means of a lock, or an otherwise safely secured, dust-proof and emission-free display case. Opening the display case may only be done under supervision of a person authorised by the KB, unless otherwise agreed.
13. Once installed, the objects may only be moved or re-installed with KB's permission. The objects must remain in the same condition in which they were received.
14. At the exhibition itself, the following name recognition will be maintained on displays, exhibition labels, etc.: KB, de nationale bibliotheek, Den Haag + exhibition number and/or KB, National Library of the Netherlands, The Hague + exhibition number.

Climate conditions and light

15. In the display case holding the object(s):
 - a- the relative humidity should fluctuate as little as possible. In general, we strive for a relative humidity (RH) between 45-55%. It will be determined in consultation whether any measures are necessary. The RH must be measured and its values shared with the lender.
 - b- the temperature value should be measured at different times, and it should be known to the borrower and shared with the lender. It will be determined in consultation whether any measures are necessary.
 - c- no direct daylight may be allowed to enter.
 - d- no ultraviolet or infrared light may reach the objects.

16. The exposure of the objects should be limited as much as possible. The light intensity that can fall on the objects should be known and shared with the lender. It will be determined in mutual consultation what the maximum exposure for the object should be at this location, taking into account the total number of exposure hours. Outside of opening hours, the room should be kept dark or the objects should be covered. Depending on the climate conditions, the exposure and the object to be given on loan, the borrower and lender will make additional agreements on climate and lay these down in the loan agreement.
17. The display case in which the object(s) will be exhibited must not be placed near heat sources, water pipes, unprotected windows at ground level or next to an exit or entrance.
18. A climate printout and/or facility report must accompany the loan form.

Security

19. Adequate security against damage to or loss of the object(s), irrespective of the cause, has to be present in and around the building both during the day and at night. The lender may impose further security requirements.
20. The building in which the exhibition is to be held must comply with the fire safety regulations stipulated in paragraphs 6.5 to 6.9 of the Buildings Decree 2012, unless the municipality has granted an exemption for this. If the exhibit room is equipped with powder extinguishers, they need to be replaced with foam extinguishers.
21. Eating, drinking and smoking are not allowed in the exhibition area.
22. The KB may request the borrower to provide written insight into how the security of both the building and the exhibition are organised. If this information is not provided when requested, or if the security is found to be insufficient for the requested objects, the loan will be refused.

End of loan period or termination of loan agreement

23. At the end of the loan period, the object must be returned to the KB in the same condition as the KB left it: under no circumstances is restoration or any change to the condition of the object permitted in any way whatsoever.
24. The object(s) are returned to the KB within seven days of the end of the exhibition. If the objects are handled and packaged by a KB staff member (KB courier), they must be returned to the KB within three working days after the courier has left, unless otherwise agreed. In all cases, the KB registrar has to be informed about the location where the object is kept after the courier has left and the KB registrar must consent to this location. Under special circumstances, immediate direct transport has to take place under the supervision of the KB courier.

25. The borrower must make an appointment with the KB registrar for the pick-up and return of the object(s). An indication of the time must be given well in advance and the object must be handed over or received by the designated KB contact person.
26. Should serious and/or unforeseen circumstances, such as force majeure, arise during the term of the loan agreement, the KB and the borrower will jointly attempt to find a solution. Were this attempt to fail, either Party then has the right to terminate the loan agreement with immediate effect by means of a written notification to the contact person mentioned in the loan agreement.
27. Either party may dissolve the loan agreement with immediate effect without notice of default and without judicial intervention by means of written notification in the event that: a- a winding-up petition has been filed against the other party or an order has been issued for the liquidation of that party, provisional or otherwise, a moratorium has been applied for or granted; b- the other party is in the process of liquidation; c- the other party has decided to dissolve the legal entity or to cease its professional activities; d- the control of the other party rests with another party than at the time of concluding the loan agreement; e- the other party merges, splits or transfers its company or a part thereof by any means whatsoever.
28. The KB may terminate the loan agreement with immediate effect without notice of default by means of written notification if there has been an attributable breach by the borrower of these Loan Conditions and/or the loan agreement. The KB may recover all reasonable costs from the borrower, including damages and legal fees.
29. If the situation is as referred to in Articles 25 to 27, the borrower must then immediately transfer the object(s) to a location specified by the KB.

Images

30. No loaned objects may be photographed, filmed, broadcast on video or television or copied in any way without the KB's prior written consent. Images may be requested from the KB via the application form provided on the KB website. The KB registrar needs to be informed about this.
31. Objects of which the author, illustrator and/or other contributor is still alive or passed away less than 70 years ago, are covered by the Copyright Act and are therefore subject to copyright. By signing the images application form available on the KB website, the borrower undertakes to handle the copyright with the rights holder (author, illustrator and/or other contributor) for the purpose of publication, and to thereby indemnify the KB against any claims.
32. In terms of an inclusion of a reproduction of the object(s) in the catalogue, brochure or other publications, the lender must be mentioned as follows: KB, de nationale bibliotheek, Den Haag + exhibition number and/or KB, National Library of the Netherlands, The Hague + exhibition number.
33. The KB will receive at least two free copies of the exhibition's catalogue or the publication accompanying the exhibition. These copies must be submitted to the transport attendant in person, or, in case of postal delivery, addressed to the KB registrar.
The KB will also receive an invitation to the opening of the exhibition for which the object(s) have been provided on loan.

General information

34. The borrower must at all times take the utmost care of the object(s).
35. The KB reserves the right to inspect the objects in the interim when they are on display. The KB has access to the objects at all times and may be present during transport and packing and unpacking; it may also be present during the binding of the books and the fitting out of the display cases, or may have this done by its own member of staff. In special cases, the accompanying transport could be made a condition of the loan.
The KB is entitled to terminate the loan agreement while on site if the borrower proves to be careless or incompetent.
36. Any travel and accommodation costs incurred in connection with a visit or supervision are to be borne by the borrower. Travel and accommodation costs of the KB courier will be reimbursed directly to them - in cash - upon arrival.
37. Under special circumstances, the KB may deviate from these Loan Conditions, in consultation with the borrower, which will then be included in the loan agreement.

38. Before the transport arrangement is made, the borrower confirms in writing that it accepts these Loan Conditions and the loan agreement and that it complies with the conditions set out therein.
The borrower does so by duly signing the loan agreement drawn up by the KB, of which these Loan Conditions form an Appendix, and to return the signed agreement to the KB registrar.
39. If, at the conclusion and the execution of the loan agreement, personal data are being processed, the lender and borrower will each be individually regarded as data controllers within the meaning of the General Data Protection Regulation (GDPR) for the processing carried out by them.
They are to act in accordance with the General Data Protection Regulation.
40. These Loan Conditions are governed by the laws of the Netherlands. Any disputes arising from these Loan Conditions will be submitted to the court in The Hague unless the parties jointly decide on alternative dispute resolution.