

GENERAL LOAN CONDITIONS

A. General information

1. Any cultural institution having an infrastructure suitable for hosting temporary exhibitions and being able to guarantee appropriate environmental and security conditions may submit a loan request.
2. By temporary exhibitions we understand exhibitions that are accessible to the public during a defined period. In order to limit the environmental impact of temporary exhibitions, we encourage loan requests for a long period of time (minimum 6 months).
3. The approval of a loan is subject to the availability of the loan preparation team and of the works.
4. The request must be motivated and be part of a high-quality exhibition project.
5. MUMASK only agrees to lend objects to borrowers who conform to its requirements in terms of organisation and management of an exhibition project and whose infrastructure allows to implement it.
6. MUMASK only agrees to lend works if the potential risks impeding their good conservation are reduced to a minimum and if the borrower offers sufficient guarantees as to the return of the items.
7. MUMASK does not grant any loans under circumstances which can cause damage to its reputation.
8. MUMASK does not consent to loans for exhibitions comprising stolen, exported or illegally acquired works.
9. The borrower agrees to comply with the installation, display, conservation and security conditions stipulated by MUMASK and to return the works in the same condition as they were on receipt.
10. In order to not to cause any prejudice to the MUMASK's visitors, the items displayed in its permanent exhibition can in general not be borrowed.
11. The loan is granted exclusively for the exhibition concerned by the loan request. In no case the borrower is allowed to use the objets for another purpose.
12. The objects may not be deposited and displayed at another venue than the one stipulated in the loan request (except for touring exhibitions).
13. Throughout the duration of the loan, in no case may the borrowing institution abdicate from its direct responsibility for the proper management of the items. For example, if the exhibition is organised at a venue provided by a person or an authority other than the borrower, the latter remains completely responsible for the proper management of the items.
14. In case a request concerns a loan for a touring exhibition, the latter will be considered as a succession of separate loans. Such a request should be accompanied by a detailed calendar and

each of the institutions hosting the exhibition has to provide the documents necessary within the framework of a loan request.

15. Loan requests referring to objects kept at MUMASK and being classified as « Treasure of the Wallonia-Brussels Federation » or belonging to the collection of the Wallonia-Brussels Federation on deposit at the MUMASK are not managed by the latter but have to be directly submitted to the Direction du Patrimoine Culturel de la Fédération Wallonie-Bruxelles (Direction of Cultural Heritage of the Wallonia-Brussels Federation).

<https://patrimoineculturel.cfwb.be/transmettre-protéger/gestion-des-collections-de-la-fw/b/>

16. The borrower shall bear the costs arising from the following operations :
 - 1) Nail-to-nail insurance of the loaned works
 - 2) Packing of the loaned works
 - 3) Transport of the items to and from the exhibition venue
 - 4) Installation (object mounting, installation on mannequin/bust) of the loaned works
 - 5) Return journey of one or several MUMASK couriers if applicable
 - 6) Accommodation and per diem of the MUMASK courier(s) if applicable
 - 7) Restoration of the loaned items if applicable
 - 8) Framing of the loaned items if applicable

B. Loan request and assessment

1. The loan request should ideally be made at the latest 4 months and at the earliest 18 months before the exhibition's opening.
2. The loan request must be submitted by means of the information form available on the MUMASK website, on the page dedicated to loan requests, via email, to the address pret@mumask.be.
3. The form should, whenever possible, be accompanied by a provisional list with the desired objects.
4. Apart from the information form, loan requests should also include the following documents :
 - 1) Facility Report : a technical sheet outlining the display conditions for the works.
 - 2) General outline of the project : topic and aims.
 - 3) General conditions : a signed copy of the general loan conditions.
5. In case of a positive loan decision, an agreement in principle confirming the commitment will be forwarded to the borrower. The list of the items requested will then be examined and adapted if certain items are unavailable for loan or if their condition does not allow to loan them.
6. The loan agreement will be forwarded to the borrower by email and has to be returned dated and signed to MUMASK to pret@mumask.be. On request, it can also be sent by post to the borrower.
7. Any modifications of the loan request after signature of the loan agreement (removal of works from the list, addition of further works, changes to the dates or venue of the exhibition, etc.) must be notified to MUMASK as soon as possible.
8. Any request to extend the loan beyond the duration agreed in the loan agreement must be submitted to MUMASK as soon as possible before the originally scheduled closing date. All costs relating to this extension shall be borne by the borrower.

C. Insurance

1. All objects lent by MUMASK must be insured 'nail-to-nail' and against all risks (including water damage, natural disasters, fire, transport accidents, road collapses, collisions, fall, theft, disappearance, riots, acts of vandalism or terrorism, military measures, seizures, by customs or governmental authorities etc.) for the total of the agreed value, without excess.
2. The administrative effort related to the insurance of the objects on loan has to be entirely expended by the borrowing institution and may in no case be taken over by MUMASK.

3. The insurance policy may be taken out with an insurer of the borrower's choice, subject to MUMASK's approval.
4. The borrower must provide MUMASK with a copy of the insurance policy at least 5 working days before the works leave the museum. Failure to do so will result in the loan being cancelled.
5. Should MUMASK grant an extension of the loan, the borrower shall be required to provide MUMASK with a supplementary insurance policy at least 5 working days before the start of the loan extension. Otherwise, the loan extension will not be granted.
6. The insurance shall be based on the value of the loaned works. The valuations of the works shall be supplied unilaterally by the lender and shall be set out in the loan agreement.
7. The insurance policy shall include an explicit clause providing for the application of the principle of depreciation in the event that the loaned works suffer any damage.
8. The borrower undertakes to notify MUMASK of any damage, disappearance, theft, loss or other irregularity concerning the works received on loan within 24 hours of discovery. In the event of theft, disappearance or loss, a report must immediately be drawn up by a local authority.
9. In the event of total loss, the insurer undertakes to pay MUMASK a sum equal to the agreed value of the object as stipulated in the insurance policy.
10. In the event of partial loss or damage, the insurer undertakes to pay MUMASK a sum covering the replacement or restoration of the damaged work, as well as its depreciation.
11. If one or more borrowed works are stolen, the total insured value must be paid to MUMASK. If, subsequently, the works are recovered, the net amount of the compensation shall be reimbursed without interest or any further additional compensation.
12. Compensation shall be paid in euros.
13. Any disputes that cannot be settled amicably shall be brought before the Courts of the judicial district of Hainaut.

D. Packaging, transport et couriers

1. The practical arrangements for the packaging and the transport of the loaned works as well as for the couriers shall be determined by MUMASK in agreement with the borrower.
2. All related costs shall be borne by the borrower.
3. Prior to collection, a condition report detailing existing alterations (including descriptions, photographs and diagrams), along with recommendations for handling, transport and display, will be drawn up for each item by the MUMASK team.
4. The packing and transport of the loaned works may be carried out either by the borrowing institution itself, a specialist firm of its choice, or the MUMASK team.
5. The expenses associated with the packing and transport of the loaned works shall be borne entirely by the borrower.
6. The dates for collection and return shall be determined by mutual agreement between MUMASK and the borrower. Transport must take place as close as possible to both the opening and the closing of the exhibition.
7. MUMASK reserves the right to decide whether it is necessary for one or more members of its team to accompany the loaned works.
8. The travel and accommodation expenses of the courier(s), as well as a daily allowance in cash, in local currency, shall be borne entirely by the borrower.
9. The unpacking and repacking of the loaned works may only take place at the exhibition venue. No work being part of the loan may be unpacked for inspection during its journey.
10. Condition reports have to be approved and signed at each stage by the two parties (correspondance shall be done by email in case MUMASK does not send couriers). The objets shall be examined one last time after the opening of the crates at MUMASK. Any damage observed at that point shall be immediately reported to the borrower.

11. MUMASK is committed to waste reduction, recycling and reuse in the cultural sector. The original packaging must therefore be kept by the borrower, protected from moisture and stored safely for the entire duration of the loan, and will be reused in its entirety for the return journey. In the event that the borrower has commissioned a specialist company to design bespoke packaging as part of the loan, and in the event that the borrower and the company in question do not wish to retain this packaging at the end of the loan, MUMASK reserves the right to recover them, reuse them, transfer them or lend them to other institutions that may request them.
12. MUMASK encourages the borrower to prioritise rail travel over road or air transport for its couriers.

E. Conservation and display conditions

1. MUMASK only lends works if they are in a condition that allows them to be handled, moved, transported and exhibited without risk.
2. The borrower undertakes to preserve the works entrusted to them under the best possible conditions in terms of security, climate control, lighting and presentation.
3. Committed to more sustainable and environmentally friendly museum practices, MUMASK adheres to the [Bizot Green Protocol](#) regarding relative humidity and encourages the adoption of lesser standards of environmental control in museums (temperature between 16 and 25°C and relative humidity between 40 and 60%, with variations not exceeding 10% over 24 hours) rather than strict, energy-intensive standards for the conservation of loaned works. If a work presents increased sensitivity to variations in temperature and relative humidity and nevertheless requires special protection, MUMASK will notify the borrower.
4. If certain loaned works (textiles, feathers, graphic documents, photographs, etc.) show heightened sensitivity to light and a significant risk of photochemical degradation, MUMASK reserves the right to request that the borrower utilise dynamic lighting systems (programming of lighting duration, presence detection, etc.).
5. Special precautions must be taken in the exhibition rooms/display cases to prevent any biological infestation (regular monitoring and preventive measures such as the installation of traps). Should an infestation be detected, MUMASK must be notified immediately and measures must be taken in consultation with the borrower.
6. If specific mounts or supports need to be made for the display of the loaned works, the methods and materials used must first be approved by MUMASK. MUMASK reserves the right to refuse any material that could damage the loaned works.
7. Materials coming into contact with the works must be inert. Any use of acidic materials (wood, paper and cardboard, except for acid-free paper and cardboard with an alkaline reserve specifically designed for conservation) is prohibited, as is any use of glue, staples, adhesive tape or other fastening systems in direct contact with the work.
8. The display cases and exhibition spaces housing the loaned works must not have been painted within the two weeks prior to the installation of said works.
9. The cost of producing display mounts and supports shall be borne entirely by the borrower, as shall the framing of paintings, posters, vintage postcards or drawings, where this does not already exist.
10. The busts or mannequins used to display the costumes must be suited to the shape of the latter. They must not place any strain on the fabric and must provide full support for the garments at points of fragility. The items must be properly supported, without tension, and in such a way as to avoid any impact or vibration, for the entire duration of the exhibition.
11. In the event that the borrower does not have such supports, busts suitable for the display of the loaned costumes may be provided by MUMASK at a rental cost of €250 per bust.
12. The borrower undertakes to handle the works with the utmost care during their installation.
13. Under no circumstances may the loaned works be handled, cleaned or restored during the entire duration of the exhibition without the prior consent of MUMASK.

14. If, during the loan period, the borrower notes that any works require urgent conservation or restoration treatment, they must notify MUMASK immediately and may not, under any circumstances, carry out any treatment without its consent. The work should preferably be carried out by a professional appointed by MUMASK. Should such a professional be unavailable, the borrower may engage a restorer of their choice, subject to acceptance by MUMASK. All costs shall be borne by the borrower. The restorer shall be fully paid by the borrower for all restoration costs incurred, including costs for estimates, travel and accommodation, even if these exceed the insured value of the work.
15. Under no circumstances may anyone eat, drink or smoke in the exhibition or storage areas for the entire duration of the loan.

F. Security

1. The exhibition must be set up in a secure, covered building of solid construction that is monitored to prevent any risk of break-ins or theft.
2. The borrower must ensure that security measures are in place to protect against theft, deliberate or accidental damage, water damage and fire, both in the exhibition rooms and in the storage areas.
3. During the exhibition's opening hours, regular monitoring of the exhibited works must be carried out.
4. The loaned works should ideally be presented in display cases. Works that are too large to be placed in display cases must be kept out of the public's reach.
5. Works requiring enhanced protection must, at the request of MUMASK, be presented in display cases provided with additional security measures (alarm, glass break detector, vibration or impact detector, etc.). If, for any reason, works cannot be shown in display cases but nevertheless require enhanced protection, the space in which they are exhibited must be equipped with a proximity or intrusion detection system.
6. The borrower must ensure that adequate fire protection is in place and that fire safety measures are implemented, both in the exhibition rooms and in the storage areas.

G. Reproduction rights

1. If the borrower wishes to obtain photographs or reproductions of the works on loan, they must submit a request to MUMASK and may not produce them on their own initiative.
2. When making the request, the borrower must specify the intended use of the reproductions. These may not be used for any purpose other than those stipulated in the request. They shall be provided for single use only, and any use other than that specified in the request must be notified to MUMASK.
3. The request should ideally be made at the time of signing the loan agreement. Otherwise, it must be made as soon as possible.
4. For any work on display, the source of the loan must be indicated as follows: MUMASK collections, inventory number (e.g. MUMASK collections, inv. 2018/7227).
5. For any reproduction of an exhibited work, regardless of the medium, the source of the loan and the author of the reproduction must be credited as follows: MUMASK collections, inventory number, author's copyright (e.g.: MUMASK collections, inv. 2018/7227, © Olivier Desart).
6. The photographs or reproductions provided may be used freely and without charge for promotional purposes (posters, leaflets, banners and audiovisual advertising for the exhibition), provided they are accompanied by the aforementioned copyright notices. MUMASK reserves the right, however, to claim financial compensation in the event of the use and reproduction of the

image of a loaned work in a commercial context (items sold in the shop, excluding the exhibition catalogue).

7. The borrower shall be authorised to take and reproduce photographs of those parts of the exhibition featuring objects on loan from MUMASK.
8. The borrower undertakes to provide MUMASK, free of charge, with two copies of the exhibition catalogue. These shall be sent to the MUMASK Documentation department at the following postal address:

Service Documentation
Musée du Masque et du Carnaval
Rue Saint-Moustier 10
B-7130 Binche
Belgium

H. Extension or termination of the loan agreement

1. If the borrower wishes to extend the temporary exhibition and the loan agreement, they must submit a formal request to MUMASK as soon as possible before the originally scheduled closing date and the normal expiry of the contract. In the event that MUMASK grants an extension of the loan, all clauses of the contract shall remain in force until the date specified in a new agreement. The borrower shall be required to provide MUMASK with a supplementary insurance policy at least 5 working days before the start of the loan extension.
2. MUMASK reserves the right to demand the immediate return of the loaned works if the borrower fails to comply with the loan conditions set out in this document. If the borrower fails to comply with this request, MUMASK shall be entitled to recover its works, with no further obligation than to record the identity and condition of the items in a report, at the borrower's expense.

I. Personal data

1. MUMASK undertakes to comply with the provisions of the European General Data Protection Regulation n°2016/679 (the GDPR), as well as the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.
2. Personal data collected in connection with a loan will be processed solely for the purpose of the administrative follow-up of the application. It will be retained for the duration of the loan and, in the event of a claim, for the duration of the settlement of said claim. The borrower has the right at any time to access, rectify, erase, restrict the processing of, transfer and object to the processing of said data.

In preparation for the negotiation and drafting of the loan agreement, the borrower accepts these general terms and conditions for temporary exhibitions in their entirety and without amendment.

Nom

Fonction

Date

Signature