

## **GENERAL CONDITIONS OF LOAN**

### **Lender**

National Historical Museums (SHM)  
Reg. No.: 202100-4953  
Box 5428  
114 84 Stockholm

### **Borrower**

### **Purpose:**

**The following terms apply unless specially agreed in writing between SHM and the Borrower.**

#### **Liability**

The Borrower bears all liability for loaned objects from when they leave SHM until they are back in place, i.e. "from nail to nail". The Borrower's liability also encompasses objects during transport. During the liability period, the Borrower is also obliged to pay the costs that may arise due to the loan.

- Objects may only be handled by SHM's staff unless otherwise agreed in writing.
- Objects may not be turned over to a third party for storage, exhibition or for another purpose without written consent from SHM. Upon turning over an object to a third party in accordance with a written agreement between the parties, the Borrower continues to be liable to SHM for objects even after they have been turned over to a third party.
- Copying or taking samples of objects is not permitted unless otherwise is agreed in writing.
- The Borrower may not conserve, clean or otherwise take action on or handle loaned objects without written permission from SHM. After a potential agreement on conservation, it shall take place in accordance with SHM's instructions.
- Displays where loaned objects are exposed may not be opened without SHM's consent.
- Loaned objects may not be disassembled, mounted or examined without SHM's consent.

#### **Insurance**

Borrowers must keep objects insured from when they leave SHM until they are back in place, i.e. "from nail to nail". The Borrower's liability also encompasses keeping objects under transport insured. The insurance value is determined by SHM after appraisal. The cost for appraisal may be added. This cost shall in such a case be covered by the Borrower. The Borrower is always obliged to guarantee SHM's entire insurance claim. The Borrower shall also cover any excess.

- An insurance certificate shall be sent to SHM no later than 14 days before the transport date for review and approval.
- If insurance terms between the Borrower and the insurance company (or government indemnity provider, if applicable) contain clauses that limit the Borrower's liability, the Borrower is solely responsible for guaranteeing that SHM is fully reimbursed. Accordingly, the Borrower is obliged to indemnify SHM by ensuring that SHM under all circumstances receives compensation corresponding to the insurance value, such as by reimbursing SHM in an amount equivalent to the difference between the insurance value and the amount that can be obtained from insurance companies or government indemnity providers according to applicable insurance terms.
- The object's insurance value may not be made public.
- Upon an extension of a loan, the insurance shall be renewed by the Borrower. The insurance value is updated by SHM when necessary; a cost for a new appraisal may be added. This cost shall in such a case be covered by the Borrower.

## Security

- The Borrower may not provide information to outsiders that may contribute to awareness of security and surveillance conditions (Public Access to Information and Secrecy Act 2009:400, Chapter 18 Section 8).
- If the security is deemed to be inadequate, even though the loan terms have been signed, SHM has the right to take back the loan at any time without SHM being considered to have any obligations in relation to the Borrower or a third party. In relation to SHM, the Borrower shall bear all costs that may arise due to the loan of objects, including costs associated with the recovery and such compensation as may be paid to a third party.
- The Borrower shall be responsible for ensuring that objects receive a constant and adequate protection during the entire liability period.
- Upon exposure of objects in an exhibition, this shall take place in locked and alarmed displays unless otherwise stated by SHM.
- Staff employed or engaged by the institution shall always be in the exhibition premises when they are open to the public. Enough staff must be present in order to systematically and safely be able to evacuate the museum's premises in the event of a fire or other incident. Enough staff must also be present in the premises so that an intervention or defensive measure can be implemented when an attack on a display or a theft begins. SHM can specify requirements on the number of employees/engaged staff.
- SHM has the right to demand that staff from an authorised security company is always in the premises during public opening hours.
- In the event of storage other than in the exhibition premises, before and after the exhibition period, the objects shall be stored in a locked and alarmed space.
- The Borrower is obliged to inform all staff that is affected by the loan of all security regulations in the above points.
- Regarding the object(s)' installation in exhibition, SHM reserves the right to stipulate further requirements on security. If so, these are specified in the loan agreement.

## Damage and loss

The Borrower shall reimburse SHM for all losses, damages, costs and expenses regarding the objects regardless whether the Borrower was negligent or not.

- If a deteriorated condition is noted on objects, the Borrower shall immediately inform SHM, which has the sole right to decide on measures.
- If objects are damaged during the time that the Borrower bears liability for the objects according to the term "Liability" above, the Borrower shall immediately inform SHM, which has the sole right to decide on measures due to the damage. A written incident report shall include the time and place for the damage, type of damage and the cause of it, as well as photo documentation.
- In the event of the loss of the object, the Borrower shall immediately report the event to the police and inform SHM.
- Damaged objects are attended to after return to SHM unless otherwise agreed. If damages arise during transport, the transport agent shall immediately be notified. Packing materials shall be saved until the transport agent or its representative has had an opportunity to inspect them.

## Environmental conditions – relative humidity, light levels and temperature

- No painting work, carpentry work or other maintenance work may take place in the exhibition premises or in the other premises where loaned objects are stored.
- The exhibition displays shall be dust-proof and painted surfaces in them shall be dry (minimum drying time of 4 weeks).
- All materials used in the displays shall be approved by SHM.
- The Borrower shall arrange for pest control.
- The objects may not be subjected to direct sunlight. For general requirements on lighting conditions, see below. Special requirements may be added in the loan agreement.
- The climate where loaned objects are stored shall always be stable. The relative humidity and temperature levels may not fluctuate and shall otherwise agree with SHM's instructions and stipulate climate values; see below. Special requirements may be added in the loan agreement.
- SHM reserves the right during the exhibition period to place out its own data loggers to measure air humidity and temperature inside the displays or in the exhibition premises. SHM also reserves the right to control measure LUX and UV radiation and where appropriate ask to review climate measurements in the exhibition.

	RH %	T °C	Lux (CIE 157.2004) UV radiation
General environmental conditions	40 – 60%, max variation ± 5 % within 24 h	16-24°C ± 2°C within 24 h	50 – 300 lux material dependent/ UV max 6 µW/lumen (ISO 4-6, ISO 6-7, ISO≤8)

## Condition report

- For each object, SHM or a conservator appointed by SHM prepares a condition report.
- Upon unpacking and packing on the Borrower's premises, a representative from the Borrower together with SHM's courier shall check the objects' condition and sign each condition report. If deviations or damages have occurred compared with the condition report, it shall be noted in writing on the report.

## Packing

- Unpacking/inspection/installation and de-installation/inspection/packing for return transport, as well as all handling of objects, shall be carried out/monitored by SHM's staff unless otherwise agreed in writing.
- For some object categories, unpacking may not take place until the object has acclimated for 24 hours. If so, this is specified in the loan agreement.
- The Borrower undertakes to store transport boxes and packing material in a locked and temperature-controlled space indoors during the exhibition period.
- At the end of the loan period, objects shall be packed in the same, or equivalent, packing material and packing boxes that they arrived in.

## Transport

- SHM decides the method of transport in consultation with the Borrower.
- All transport and travel bookings shall be made by the Borrower in agreement with SHM and in accordance with SHM's stipulated security classification.
- When a transport agent is to be engaged, it must be an agent approved by the Swedish Legal, Financial and Administrative Services Agency.

## Courier

- Unless otherwise agreed, SHM appoints one or more couriers who shall guide the object "from nail to nail". SHM has the right to solely decide on the number of couriers to be appointed.
- SHM's courier shall oversee unloading/loading, unpacking/packing and installation of objects.
- Directly after the objects' installation, the display(s) must be locked and alarmed. The display(s) may only be opened in the presence of a courier from SHM unless otherwise agreed in writing.
- All travel expenses for the courier are paid and booked by the Borrower, including accommodation and per diem. Per diem for the courier shall be payable according to the prescribed Swedish government subsistence allowance for the country in question ([www.skatteverket.se](http://www.skatteverket.se)). The total per diem allowance shall be paid in cash to the courier on arrival.
- When accompanying objects, SHM's courier shall travel Business Class.
- The courier shall have accommodation in a three-star hotel or equivalent. The minimum durations of stay are two nights for destinations in Europe and three nights for destinations outside Europe.
- If unpacking and installation of objects in displays is delayed, SHM reserves the right to let the courier stay until the work is done at the Borrower's expense.

## Fees associated with loans

Administrative fees

For international loans:

- Administrative fee: SEK 4000/loan
- Fee per object: SEK 3000

Further costs for conservation, appraisal, transports, packing materials, etc. may be added to these fees.

A preliminary cost estimate is provided to the Borrower upon request.

## Photo and catalogue

Photographing, filming and video recording of the object(s) is permitted insofar as other terms for the handling of the objects are complied with.

# NATIONAL HISTORICAL MUSEUMS

SHM would like three copies of the exhibition catalogue and specially printed materials that are handed out or otherwise used in connection with the exhibition. Catalogues and press materials are sent to SHM by mail. In exhibition texts, catalogue and in connection with objects in the exhibition, it shall be stated that National Historical Museums is the lending institution, and which museum collection they belong to (Hallwyl Museum, Swedish History Museum, Royal Coin Cabinet, Royal Armoury, Skokloster Castle or Tumba Papermill Museum).

When photographs ordered by SHM are used, this shall be acknowledged as follows: “[Originator], [Museum]/SHM (CC-BY)” unless otherwise agreed in writing. Museum refers to the museum collection to which the objects belong (Hallwyl Museum, Swedish History Museum, Royal Coin Cabinet, Royal Armoury, Skokloster Castle or Tumba Papermill Museum).

Installation photographs from the exhibition shall be sent to SHM.

## **Cancellation, withdrawal of loan request**

If the Borrower refrains from the loan, SHM shall be notified of this in writing, no later than 12 weeks before the exhibition opens.

After the general loan terms have been signed, the Borrower is obliged to reimburse SHM for any accrued expenses if the loan request were withdrawn by the Borrower.

## **Taking back objects**

SHM may demand back objects effective immediately if the Borrower violates the terms in the loan agreement including its appendices or if there are special reasons to do so otherwise. If SHM chooses to take back loaned objects, the Borrower is under no circumstances entitled to receive compensation from SHM. SHM shall insofar as possible notify the Borrower well in advance that SHM intends to take back loaned objects.

## **Reminder fee upon expired loan**

If the objects are not returned or if a request for extension has not been received at the end of the loan period, SHM charges the Borrower SEK 1,500 per loan and reminder occasion (once a month).

## **Extension of the loan**

Extension of the loan period takes place on condition that SHM grants an extension after a written request to SHM no later than three months before the end of the loan period. SHM has the right to inspect the objects prior to an extension. In the event of an extension of the loan, the insurance shall also be extended. All costs that are associated with the inspection trip are to be paid by the Borrower.

## **Visitor statistics**

At the end of the loan period, SHM may request visitor statistics for the exhibition.

## **GDPR**

SHM processes personal data according to the General Data Protection Regulation (EU 2016679, GDPR) and the Data Protection Act and other supplementary national legislation. Personal data that are gathered are name and contact information that are required for the handling of the loan. Name and contact information are registered and saved both in printed and digital format.

# NATIONAL HISTORICAL MUSEUMS

**The conditions for loan as per above are accepted:**

For the Borrower:

Responsible manager

\_\_\_\_\_  
City, date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name in block letters and title

Contact person for the loan

\_\_\_\_\_  
City, date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name in block letters and title