

**General Terms and Conditions of the loan agreement for project-based loans
between the NMF and legal entity users
Version 2018-2 (July 2018)**

These general terms and conditions constitute a part of every loan agreement for project-based loans involving a legal entity user concluded with the Dutch Musical Instruments Foundation (hereinafter referred to as: the NMF) and take up 5 pages. The new version of this loan agreement replaces all previous versions.

‘Legal entity user’ is understood to mean (representatives of) *stichtingen* [Dutch foundations], funds, associations, orchestras, ensembles, conservatoires and other institutions that have an NMF instrument on a project-based loan. For the sake of readability, the term ‘user’ will be used for ‘legal entity user’ throughout these General Terms and Conditions.

‘Project-based loan’ is understood to mean the loan of an NMF instrument for the duration of a short-term project.

‘Short-term’ refers to projects with a maximum duration of six months, including the time required for any preparation for this project.

The term ‘instrument’ is understood to mean all musical instruments provided on loan to the user by the NMF including bows and accessories, among other things.

A. Obligations of the user

General obligations of the user

Art. A 1 The user accepts full responsibility and liability for the instrument for the entire duration of the loan.

Good condition and maintenance

Art. A 2 The user undertakes to keep the instrument in good condition and to preserve and maintain it with all due and reasonable care.

Use by third parties

Art. A 3 The user is solely permitted to make the instrument given on loan available to third parties who are in any way connected to the user. In this context, ‘third parties’ is understood to mean parties who can be considered as constituting part of the user (for example, due to being a member, student, teacher, employee or staff member). The user is prohibited from making the instrument available for use by other parties than the above-mentioned parties, or to place it in the custody of other parties than the above-mentioned parties, except when explicit written permission has been granted beforehand by the NMF. The NMF is entitled to request a list of persons’ names from the user, prior to or during a project-based loan period, specifying who will receive or who has the instrument that has been loaned for the project. Any failure of the user to fulfil this condition may result in the NMF refusing or terminating the project-based loan.

Notification obligation

Art. A 4 The user is obliged to immediately notify the NMF and the police of any loss, theft or misappropriation of the instrument as well as any other damage resulting from a crime or suspected crime, and to immediately send a copy of the police report to the NMF.

Obligation to report loss or damage

Art. A 5 The user is obliged to notify NMF immediately of any complete or partial loss of or damage to the instrument, and to provide the NMF or a third party designated by the NMF with all relevant information.

Use abroad

Art. A 6 The user is prohibited from travelling abroad with the instrument, unless this has been explicitly agreed upon with the NMF in writing, upon entering into the loan agreement. If the user travels abroad with the instrument without permission from the NMF, the user will be liable for all associated risks.

Contribution towards NMF operating expenses

Art. A 7 The user is obliged to pay the NMF a contribution towards the NMF's operating expenses, the so-called user's contribution. The NMF will notify the user in advance of the contribution rates applicable to the user. The rates charged on concluding a new loan agreement are stated in the appendix to these General Terms and Conditions and are publicised on the NMF website. The invoice for the contribution will be drawn up before the loan commences and will be given to the user no later than when the user collects the instrument from the NMF. The user gives permission to send this invoice to his/her e-mail address. Payment is to be made within thirty days of the invoice date. The amount of the contribution is calculated on the basis of the number of weeks that the instrument is available to the user. The minimum loan period is one week.

Contact with the NMF

Art. A 12 The user is obliged to respond to all requests by the NMF for information as quickly as possible, but in any case within two weeks, whether via post, email, telephone or any other medium, insofar as this concerns matters related to the instrument on loan to the user or any matter pertaining to the loan agreement or the general terms and conditions. Persistent failure to respond to the NMF's questions or comments, or failure to respond in a timely fashion (as determined at the NMF's discretion) may result in repossession of the instrument by the NMF.

NMF Information

Art. A 13 By signing a loan agreement the user declares that he/she agrees to periodically receive general information produced by the NMF, including but not limited to magazines, bulletins and newsletters.

B. Care, Maintenance and Repairs

Inspection

Art. B 1 The NMF is entitled to inspect the instrument or arrange for its inspection at any time. If requested to do so, the user is obliged to immediately make the instrument available to this end.

Permission for repairs

Art. B 3 The user is obliged to notify the NMF immediately and in advance of all intended repairs to the instrument and/or accessories. No repairs may be carried out until the NMF has given permission for them. The repairs may only be carried out by an expert designated by the NMF.

General duty of care

Art. B 5 The user has a general duty of care with respect to the instrument: the user is required to exercise all possible care to prevent the occurrence of damage, theft or wear and

tear with regard to the instrument under all circumstances (including during use, transport and storage of the instrument, for instance). If damage or loss occurs as a result of failure to fulfil this duty of care, the user will be liable therefor.

C. Insurance

Insurance and policy conditions

Art. C 1 The NMF has taken out insurance for the instrument on the basis of worldwide covering all damage to or loss of insured interests due to external causes. The policy conditions stipulate the following exceptions from cover:

- wilful recklessness or gross negligence on the part of the insured party
- gradual effects of the weather
- damage caused by normal wear and tear, oxidation and other gradual causes
- damage caused by vermin
- confiscation or seizure by customs or other lawful authorities
- damage caused by excrement

Damage or loss for the account of the user

Art. C 2 Any damage or loss that is not covered by the insurance policy will be for the account of the user.

Amendment to policy conditions

Art. C 3 In the event of an interim amendment to the policy conditions, the NMF will immediately notify the user in writing. The user will be bound to the new conditions. The current insurance and policy conditions will also be publicised on the NMF website.

D. Promotional obligations and miscellaneous provisions

Promotional activities in general

Art. D 1 During the loan period the user is obliged to make written or verbal mention of the NMF (or to make mention of the NMF in any other manner whatsoever) at every public occasion at which the user carries out or speaks about musical activities or communicates in any other way about music and/or instrument.

Text of Acknowledgment with regard to concerts

Art. D 2 The user undertakes to ensure that for every performance in which an NMF instrument is used the NMF receives acknowledgment in the form of:

- a (free) advertisement in the programme booklet of the relevant performance
- or an article about the NMF in the programme booklet
- or the insertion of an NMF donation brochure in the programme booklet.

The NMF determines which of the above-mentioned options will be used in consultation with the user.

The user undertakes to ensure that the programme booklet for every performance includes an acknowledgment that he/she plays on an instrument provided by the Nationaal Muziekinstrumenten Fonds. The user is to make mention of this in the following way: *[user's name] heeft een [instrument type and maker] uit de collectie van het Nationaal Muziekinstrumenten Fonds in bruikleen.*

In English biographies or websites, the Dutch name 'Nationaal Muziekinstrumenten Fonds' is to be replaced by 'The Dutch Musical Instruments Foundation', hence: *[user's name] has a [instrument type and maker] on loan from the collection of The Dutch Musical Instruments Foundation.*

Text of Acknowledgment with regard to website, newsletter and social media

Art. D 3 The user undertakes to ensure that the relevant website makes mention of the NMF, with due observance of the provisions of Article D 2. Furthermore, the NMF's current logo is to be depicted and a link to the homepage of the NMF's website is to be included. The user also undertakes to ensure that mention is made of the NMF in the form of an item in the digital newsletter and on the social media used by the institution.

Text of Acknowledgment with regard to CD/DVD and other audio-visual productions

Art. D 4 If the user participates in a CD/DVD or other audio-visual production, the user is obliged to make mention of the NMF on the sound-recording medium concerned, in the manner described in Article D 2.

Compliance with promotional obligations

Art. D 5 Any failure to comply with one or more of the obligations as mentioned in Articles D 1-4, such failure as determined at the NMF's discretion, may result in repossession of the instrument and termination of the loan agreement.

E. End of the agreement

Return

Art. E 1 The termination of the agreement only comes into effect once the instrument has been returned to the NMF and all outstanding accounts have been settled with the NMF. The user is not entitled to give notice of termination of the agreement on an earlier date than the set end date. The signing of the agreement by the user implies that in all cases the user is required to pay the due loan contribution amount in full. If the instrument is returned late the user will owe a penalty equivalent to the standard contribution for a loan period of one week for every week or part thereof that the return of the instrument is overdue.

Termination of the agreement due to special or changed circumstances

Art. E 2 The NMF expressly reserves the right to ascertain whether the facts or circumstances applicable at the time of the agreement's conclusion have not changed to such an extent during the term of the agreement as to no longer justify use of an NMF instrument by the user. Such circumstances may include (but are not limited to) the following:

- if the NMF reasonably deems this to be the case or if the loan no longer meets the objectives of the NMF;
- withdrawal of the instrument from musical practice;
- transference of the user's musical activities abroad;
- bankruptcy, debt rescheduling, moratorium or guardianship of or an administration order levied against the user;
- The user's resignation or departure from the service of the institution that is represented by the user;
- failure to comply with any obligation as described in the General Terms and Conditions of the NMF.

In all these cases the NMF executive board will be entitled to terminate this agreement prematurely. In this regard, the user also undertakes to submit information to the executive board at the NMF's request, regarding his/her income and/or musical activities. The user declares that he/she is aware of the fact that his/her financial position may influence the decision as to whether the loan agreement entered into can be continued. The user is obliged to immediately return the instrument to the NMF, in a complete state and in good condition, if the executive board decides that the agreement is ended for this reason.

Difference of opinion

Art. E 3 If the NMF and the user have any difference of opinion regarding the application of these General Terms and Conditions, the user can lodge a written objection with the NMF Supervisory Board. The Supervisory Board is authorised to make a decision regarding the dispute. The user is then obliged to abide by this decision.

Acts or omissions in contravention of these conditions

Art. E 4 If the user infringes or fails to comply with any provision of the agreement, the agreement will be terminated without judicial intervention. The NMF is then entitled to take immediate possession of the instrument, without prejudice to the NMF's right to claim any amounts the user may still owe the NMF under the terms of this agreement. In such a case, the user will be obliged to return the instrument, in a complete state and in good condition, to the NMF or a third party designated by the NMF, without prejudice to the NMF's right to have any damage to the instrument repaired at the user's expense.

F. Privacy Statement

The NMF considers it extremely important to handle personal data with the utmost care. Consequently, personal data is carefully processed and safeguarded. In this regard, the NMF complies with the laws and regulations pertaining to the protection of personal data, in particular, the General Data Protection Regulation.

The processing of personal data for specific purposes

Art. F 1 If a user visits our website, requests information via our website and/or registers with us, requests a service or contacts us by telephone, the NMF records the user's personal data. The NMF processes this personal data for various purposes. The NMF only processes the personal data that is necessary for these purposes.

Storing of personal data

Art. F 2 The NMF only stores personal data as long as is necessary for the realisation of the purposes for which the data is being processed, and in any case as long as specific regulations require.

Privacy rights

Art. F 3 The user has the right to inspect his/her personal data, the right to request the correction, restriction or deletion of his/her personal data as well as the right to request the transfer of his/her data. Ultimately, the user can raise objections to the use of his/her data. If the processing of his/her data requires consent, the user can withdraw his/her consent at any time.

Questions, feedback and complaints

Art. F 4 Questions and comments with regard to the NMF's privacy policy are welcome. To this end, the NMF can be contacted by telephone (020 – 6221255) or by email via info@muziekinstrumentenfonds.nl. The NMF also has its own complaints procedure. Complaints may be submitted to the complaints coordinator via info@muziekinstrumentenfonds.nl. The user is also entitled to submit a complaint about the use of his/her personal data to the Dutch Data Protection Authority, see autoriteitpersoonsgegevens.nl.

Alterations

Art. F 5 The NMF reserves the right to make alterations to the Privacy Statement. Please view the Privacy Statement on the NMF website regularly for an update of the privacy policy.