TMW GENERAL TERMS AND CONDITIONS OF LOAN

Loan of collection items

A loan is understood to mean the lawful transfer of possession of inventoried and defined collection items to authorised organisations and institutions for a specified period. During this period, the borrower assumes full responsibility for the loaned objects.

If you are interested in borrowing objects, please state the relevant inventory numbers or reference codes to specify the objects you wish to borrow. These can be found in the TMW's online collection at Our Online Collection | Technisches Museum Wien.

Loan requests:

The TMW manages the collections owned by the Republic of Austria in accordance with strict guidelines and considers it its statutory duty to make the artefacts of technical development and innovation entrusted to it – in particular those with a connection to Austria – accessible to the general public (Section 2, §2 (1) of the Federal Museums Act 2002).

To submit a loan request, you should preferably use the online form on the TMW's website. Decisions on loan requests are made on a case-by-case basis following internal review and approval.

Loan requests from national borrowers shall be submitted to the TMW at least six months before the intended start of the loan; those from international borrowers shall be submitted at least eight months in advance.

The loan request must contain the following information:

- Borrower: name, address, directors or authorised signatories
- Contact: name, address, telephone number and email address of the responsible curator or relevant point of contact
- Exhibition: (working) title, dates and duration as well as concept
- Exhibition venue: institution, building, and, if applicable, hall(s)
- Facility report, if applicable
- List of objects: title, inventory number or reference code, material, technique

Rejection of a loan request:

Should objects be unable to be loaned out due to the museum's own requirements, for conservation or safety reasons, or because of an existing loan agreement, the TMW may reject a request to borrow specific objects without giving reasons.

In the case of loans to foreign institutions, the final approval or rejection of the request is subject to the granting of an export licence by the Federal Monuments Office (BDA). In addition, a declaration regarding the material immunity of the competent authority in the borrower's country must be submitted to the TMW.

Loan period:

The duration of the loan period is governed by the terms of the relevant loan agreement; any request for an extension must be submitted by the borrower to the TMW in a timely manner (at least four weeks before the end of the loan period).

Insurance and liability:

The borrower is obliged, at its own expense, to insure the items on loan on a nail-to-nail basis with an insurance company approved by the TMW against all risks, including force majeure as defined in the insurance certificate, for the duration of the loan period, including outward and return transport. The borrower shall be liable for any damage, irrespective of the insurance payout, up to the maximum amount specified in the insurance certificate issued.

The borrower shall notify the TMW immediately and in a verifiable manner of any damage or risk of damage, loss and all other relevant circumstances relating to the items on loan. In the event of imminent or actual damage, the borrower shall also immediately take all necessary measures to prevent the damage or, if it has already occurred, to clarify the causes of the damage, to identify the party responsible and to safeguard claims for compensation, such as reporting the matter to the public security authorities.

In the event of damage to the items on loan, compensation shall be paid in an amount determined by the TMW in its sole discretion, comprising the restoration costs and any corresponding loss in value, which may amount to the full limit of liability specified in the loan agreement. In the event of loss, destruction, etc., compensation shall be paid in an amount equal to the full limit of liability specified in the loan agreement. Fragments shall remain the property of the TMW.

Packaging and transport:

All costs relating to appropriate packaging, as well as delivery and collection, shall be borne by the borrower, who shall, in consultation with the TMW, either engage a haulage contractor or organise their own transport. Where necessary, a TMW staff member may be required to accompany the transport as a courier.

Terms and conditions of the loan agreement:

The loan agreement shall be drawn up exclusively by the TMW. Any exceptions to this require the mutual consent of both parties.

The borrower shall strictly comply with all the terms and conditions of the loan agreement. Amendments and additions may be made at any time by mutual agreement, but must be in writing. It must always be possible for representatives of the TMW to verify compliance with the terms and conditions.

Conservation conditions:

Once the final list of objects has been determined, a condition report will be drawn up for each exhibit following an inspection of the objects. As part of this process, the general conservation conditions, as well as the packaging and, where applicable, courier requirements, will be sent to the borrower. These also include the requirements for the exhibition setting.

Proof of ownership:

Proof of ownership for the items on loan should be provided in the exhibition as follows:

Technisches Museum Wien (TMW)

Fee schedule

This fee schedule sets out all costs that may be incurred in the course of a loan transaction and which shall be paid by the borrower within 14 days of the invoice date.

Administration fee:

An administration fee of 100 EUR excluding VAT is charged for each official loan request, regardless of the number of objects requested. This administration fee is non-refundable and payable upon invoicing.

Handling and processing fee:

The handling and processing fee for enquiries per object is:

- 350 EUR excl. VAT for domestic enquiries
- 450 EUR excl. VAT for international enquiries

Furthermore, the TMW reserves the right to charge loan fees in accordance with individual agreements.

Conservation and restoration fees:

The costs of conservation and restoration shall be communicated to the borrower following a professional assessment by a conservator prior to the conclusion of the agreement and, should the agreement be concluded, shall also be paid within 14 days of the invoice being issued. If the conservation/restoration is carried out by a TMW-employed conservator, an hourly rate of 50 EUR excluding VAT shall be deemed agreed. In the case of external conservators, the TMW is entitled to pass on their costs in full to the borrower.

Insurance costs:

The borrower shall bear the costs of insuring the objects on loan at its own expense; the insurance must be an art insurance policy approved by the TMW. The art insurance policy provided by UNIQA Österreich Versicherungen AG is deemed to be pre-approved; in the event that the TMW takes out the policy directly, the insurance premium will be invoiced directly to the borrower. When taking out the insurance, the borrower shall base the cover on the full limit of liability specified by the TMW (which is the estimated value as set out in the Annex), which must not be less than the market value applicable at the time the agreement is concluded. The insurance policy must state that the TMW, as the beneficiary, is exclusively entitled to receive any insurance payouts.

Transport and courier costs:

Transport costs shall be borne by the borrower. In individual cases, where the objects are suitable, the borrower may be authorised to arrange its own transport, subject to consultation with the TMW. The packing and transport of the items on loan, in accordance with the loan agreement, will only take place once the insurance policy or declaration of liability, together with any addenda to the insurance contract, along with all necessary powers of attorney and original documents, including proof of payment, have been received by the TMW.

Reimbursement to the TMW of the costs of providing a courier shall be made in accordance with the Austrian Travel Expenses Regulations, mutatis mutandis. The costs of accommodation shall be borne by the borrower. If, due to delays in the installation of the exhibition, force majeure, strikes or other circumstances, the courier is required to extend their stay or journey, all costs arising from the extended stay or journey shall also be borne by the borrower. The TMW shall be responsible for settling the account and making payment to the courier.

Cancellation fees:

The costs incurred in connection with handling the items on loan, conservation work, organisational work, etc., and the costs listed above shall in all cases be borne by the borrower once the loan agreement has been signed by both parties. This shall also apply in the event of cancellation or if the loan does not go ahead.

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Costs for reproduction materials:

If reproduction materials are required, the TMW will check whether digitised copies suitable for reproduction are already available or whether such copies need to be produced. The costs of providing or producing these materials shall be borne by the borrower. Enquiries regarding this matter should be addressed directly to Bildanfrage.Objekte@tmw.at.

When publications (catalogues) are issued, the borrower shall send two copies to the TMW.

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