

**General Terms and Conditions of the loan agreement
for keyboard instruments between The Netherlands Musical Instrument
Foundation and legal entity users**

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These general terms and conditions constitute a part of every loan agreement for a keyboard instrument loans involving a legal entity user concluded with The Netherlands Musical Instrument Foundation (hereinafter referred to as: the foundation). The latest version of these general terms and conditions applies from the moment the version is placed on the website and insofar as the changes are reasonable.

'Legal entity user' is understood to mean (representatives of) *stichtingen* [Dutch foundations], funds, associations, orchestras, ensembles, conservatoires and other institutions that have an instrument of the foundation 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.

The term 'loan', also referred to as 'loan for use' (*bruikleen*) is understood to mean the short-term or long-term loan of an instrument of the foundation to user not being a natural person.

The term 'instrument' is understood to mean all keyboard instruments provided on loan to users by the foundation, including piano stools, piano life savers, covers, piano trolleys and any other accessories.

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.

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.

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; use by third parties

Art. A 3 Unless otherwise agreed, the user is not entitled to the following use:

- a. touching the strings with bare hands (risk of oxidation);
- b. placing objects on or against the soundboard;
- c. placing sheet music and other light material without a cloth having been placed between the material and the instrument;
- d. improper use, even when a composition calls for it. Improper use means playing the instrument in a way that may cause damage to a part of the instrument, e.g. hitting the keys with fists, placing materials in or on the mechanism of the instrument, etc.

The user shall ensure that the lid of both the case and the keys are always closed when the instrument is not in use.

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 persons who can be considered as constituting part of the user’s organisation (for example, a member, student, teacher, employee or staff member of the organisation in question).
- or to third parties hired by the user to play the instrument during a concert, masterclass or similar event,
- or to third parties, being exclusively professional musicians or conservatoire students, who are allowed by the user to use the instrument for study purposes.

The user is prohibited from making the instrument available for use by other parties than the above-mentioned parties, or to place it at the disposal of other parties than the above-mentioned parties, except when explicit written permission has been granted beforehand by the foundation. The foundation 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 foundation refusing or terminating the project-based loan. The foundation also reserves the right (at its discretion) to refuse certain persons the use of the instrument. Only in situations and moments that this is clearly in the interests of the instrument’s safety may the user temporarily place the instrument in the custody of a third party.

Notification obligation

Art. A 4 The user is obliged to immediately notify the foundation 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 foundation.

Obligation to report loss or damage

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

Contribution towards foundation collection expenses

Art. A 6 The user is obliged to pay the foundation an annual contribution towards the foundation’s collection expenses. 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 foundation’s website. The amount of the contribution may reasonably be revised and is indexed every year.

The contribution invoice will be drawn up and sent during the month of January each year. The user gives permission to send this invoice to his/her e-mail address. The contribution amount is calculated on the basis of the number of days the instrument is available to the user, including any periods during which the instrument is in the possession of third parties with the foundation’s permission. By signing the loan agreement, the user authorises the foundation to automatically deduct the amount owed from the user’s bank account by direct debit mandate. The amount owed will be deducted on a quarterly basis, always during the first month of each quarter. The user is required to ensure that there are sufficient funds in his/her account. If on three successive occasions the foundation is unable to deduct the amount owed, the foundation is entitled to reclaim the instrument with immediate effect.

Administration charge

Art. A 7 Upon applying for an instrument, new users are required to pay a one-off administration charge. This amount will be determined on a yearly basis. This administration

charge will be reimbursed in the event that the user's application is rejected. A specification of this charge is publicised on the foundation's website.

Contact with the foundation

Art. A 8 The user is obliged to respond to all requests by the foundation for information as quickly as possible, but in any case within one week, whether made 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 foundation's questions or comments, or failure to respond in a timely fashion (as determined at the foundation's discretion) may result in the immediate reclaiming of the instrument by the foundation.

Information from the foundation

Art. A 9 By signing a loan agreement the user declares that he/she agrees to periodically receive general information produced by the foundation, including but not limited to magazines, bulletins and digital or printed newsletters.

B. Inspection, maintenance, repairs, placement and transport

Inspection

Art. B 1 The foundation 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.

Maintenance and costs of maintenance

Art. B 2 With regard to the maintenance of the keyboard instrument, the user is obliged to observe the following rules:

- a. The keyboard instrument may, unless agreed otherwise, only be tuned and maintained by a technician/tuner recognised by the foundation.
- b. An annual check, including a check on compliance with these conditions, shall be performed by a technician/voter recognised by the foundation.
- c. (Grand) pianos should be tuned at least twice a year.
- d. Any incidence of a defect or any damage must be reported immediately to the foundation.
- e. Advice from the technician/tuner must be followed by the user.

The costs for the maintenance of the keyboard instrument, unless agreed otherwise, are borne in accordance with the keyboard instruments costs overview which can be found on the website of the foundation.

Permission for repairs

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

Inspection by expert and maintenance report

Art. B 4 The user is obliged to hand the instrument over to the foundation or an expert designated by the foundation for purposes of inspection at least once a year, at a time specified by the foundation. This expert will then also assess the instrument's current value, which will serve as the basis for the value to be insured. The instrument's state of repair and assessed value will be recorded on a form, the so-called maintenance report, which the foundation will provide to the user. In the case of instruments valued at €250.000 or more, an

assessment is to be carried out annually by two experts (to be designated by the foundation). Administration costs may be charged in the event of failure to have the maintenance inspection and/or assessment carried out on time. In the case of persistent failure to have the maintenance inspection and/or assessment carried out on time the foundation is entitled to terminate the loan agreement and immediately reclaim the instrument.

Placement of the instrument

Art. B 5 The user shall place the instrument in a room which has been previously approved by the foundation. The user is not allowed to move the instrument from this room to another room without prior permission from the foundation.

The user undertakes to fit out the room in which the instrument is to be placed and to take any necessary measures in this room so that the instrument will not be at risk from any of the following:

- a. external influences which may cause damage, such as, but not limited to: sunlight, (floor) heating, air-conditioning, (rising) dampness, relative air humidity, temperature changes, etc;
- b. persons who may enter the room bumping into the instrument or colliding with it;
- c. objects in the room that could fall or be placed on or against the instrument;
- d. theft, destruction and improper use due to lack of adequate security.

Information on the risks and possible measures is available from the foundation.

foundation may determine the exact content of these requirements at the start of the loan.

Transport and transport costs

Art. B 6 Any external transport is to be carried out by a transport company to be designated by the foundation. Internal transport should be limited as much as possible. In case of regular internal transport, the instrument must be equipped with available devices, such as professional piano trolleys, transport covers, transport carts, etc. In case of use (and/or transport) by third parties, the user is obliged to apply a protocol for internal transport. Information on the risks and possible measures is available from the foundation.

The transport costs are to be borne by the user.

C. Insurance

Insurance and policy conditions

Art. C 1 The foundation 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, loss, costs or liability caused by contagious disease
- damage, loss, cost or liability caused by cybercrime
- excluded from the insured area are: Ukraine; Russian Federation; Belarus (Republic of Belarus); The Sea of Azov and the territorial waters of Ukraine and Russian Federation including the territorial waters of the Black Sea.

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 foundation 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 foundation's website.

Insurance premium and excess

Art. C 4 The user is obliged to pay the annual insurance premium, the excess reduction fee plus costs and premium tax. The foundation will notify the user in advance of the annual rates applicable to the user. The foundation will charge the user for the premium. If necessary, the premium will be adjusted annually to the current assessed value of the instrument. Any change to the rates charged by the insurance company will be passed on to the user. The user is obliged to pay the insurance premium that has been adjusted accordingly. The insurance premium and the excess reduction fee will be charged and deducted from the user's bank account by direct debit mandate together with and in the same manner as the user's contribution to the collection expenses. These matters are specified in detail in Article A 6.

Insured value

Art. C 5 The foundation will have the insured value annually adjusted by the insurance company in accordance with the annually assessed value of the instrument. This value is assessed by an expert designated by the foundation.

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 Netherlands Musical Instrument Foundation (or to make mention of The Netherlands Musical Instrument Foundation 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 instrument of the foundation is used the foundation receives acknowledgment in the form of:

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

The foundation 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 Netherlands Musical Instrument Foundation. The user is to make mention of this in the following way: [user's name] heeft een [instrument type] built by [maker, (place of construction, year of construction) uit de collectie van Het Muziekinstrumentenfonds in bruikleen.

In English texts, the Dutch name 'Het Muziekinstrumentenfonds' is to be replaced by 'The Netherlands Musical Instrument 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 Het Muziekinstrumentenfonds, with due observance of the provisions of Article D 2. Furthermore,

the foundation's current logo is to be depicted and a link to the homepage of the foundation's website is to be included.

The user also undertakes to ensure that mention is made of Het Muziekinstrumentenfonds (in English: The Netherlands Musical Instruments Foundation) 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 foundation 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 foundation'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 agreement shall then terminate when the instrument has been returned to the foundation and all outstanding accounts have been settled with the foundation. If the instrument is returned late the user will owe a penalty equivalent to the standard contribution for a loan period of one month for every month or part thereof that the return of the instrument is overdue. Moreover, the user undertakes to act in accordance with the provisions of Article E 2 with regard to the return of the instrument.

Rules governing the return of the instrument

Art. E 2 When returning the instrument to the foundation, the user or his/her representative is to comply with the following conditions:

- The loan period

The loan period of an instrument or accessory takes effect as of the first day that the instrument or accessory is put at the user's disposal and ends at the moment the following have been placed at the foundation's disposal:

1. the instruments and accessories: in a good state of repair, as determined at the foundation's discretion,
2. the relevant return reports, mentioned hereinafter, completed and signed, and also after:
3. all outstanding invoices have been settled with the foundation.

- Termination

Notice of termination of the agreement is to be submitted in writing (by email).

- Return report

The instrument must be accompanied by a return report. A return report is available from the foundation office upon request. This return report must be completed and signed by an expert designated by the foundation, the user requests this from the expert. The return report must indicate that the instrument is in a good state of repair and ready for use by the following player.

Termination of the agreement due to special or changed circumstances

Art. E 3 The foundation 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 foundation's instrument by the user. Such circumstances may include (but are not limited to) the following:

- if the foundation reasonably deems this to be the case or if the loan no longer meets the objectives of the foundation;
- withdrawal of the instrument from musical practice;
- 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 foundation.

In all these cases the foundation's executive board will be entitled to terminate this agreement prematurely.

Difference of opinion

Art. E 4 If the foundation 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 foundation's Supervisory Board. In certain cases, the Supervisory Board may obtain advice. The Supervisory Board shall endeavour to mediate and, where possible, propose a solution. If a dispute cannot be resolved by consultation, the District Court of Amsterdam shall in the first instance have exclusive jurisdiction to take cognisance of disputes. The loan agreement (of which these general terms and conditions form part) is governed by Dutch law.

Confidential counsellor

Art. E 5 In the event that the user is of the opinion that they have experienced discrimination, sexual intimidation, aggression and violence or bullying in their contact with the foundation's office, the user can report this to the external confidential counsellor of the foundation, committed by contract, the Gimd company since June 2020. The reporting procedure [meldprocedure] is available on the foundation's website.

Acts or omissions in contravention of these conditions

Art. E 6 If the user infringes or fails to comply with any provision of this agreement, the foundation may terminate this agreement with immediate effect without judicial intervention. The foundation is then entitled to immediately reclaim the instrument, without prejudice to the foundation's right to claim any amounts the user may still owe the foundation under the terms of this agreement. In such a case, the user will be obliged to return the instrument to the foundation or a third party designated by the foundation, in a complete state and in good condition, without prejudice to the foundation's right to have any damage to the instrument repaired at the user's expense.

F. Personal data

Processing of personal data, privacy statement

Art. F 1 The foundation shall only process the user's personal data to the extent necessary for the execution of the agreement and/or to the extent that the user has given his/her consent.

The foundation has a privacy statement, which is applicable. The foundation reserves the right to make amendments to the privacy statement. The latest version of the privacy statement can be found on the foundation's website.

Storing of personal data

Art. F 2 The foundation 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.