

GENERAL VISITORS CONDITIONS CENTRAAL MUSEUM

1. General provisions: definitions

1.1 In these General Visitors Conditions, the following terms have the following meaning.

Museum: “Stichting Centraal Museum” is the civil-law foundation that, in conformity with its stated objective, opens to the public the buildings known locally as “het Centraal Museum”, “het Nijntje Museum” and “het Rietveld Schröderhuis”, for museum purposes.

Museum Building: The complex of areas (both built and non-built) opened to the public and forming part of, or belonging to, the buildings known locally as “het Centraal Museum”, “het Nijntje Museum” and “het Rietveld Schröderhuis”.

Visitor: Any person entering the Museum Building.

Admission Ticket: A valid ticket giving the Visitor access to the public areas of the Museum Building during regular opening hours or during time slots communicated to the Visitor.

Group: Two or more Visitors for whom a guided tour has been booked, or at least ten Visitors visiting a Museum Building as a group.

Product(s): Any product offered or sold by the Museum.

Agreement: An agreement for the purchase and delivery of Products or an Admission Ticket.

Visitors Conditions: These General Visitors Conditions.

Offer: Any offer made by the Museum for the purchase and delivery of Products or an Admission Ticket.

Officer: A natural person, appointed by and working for the Museum and recognisable as such.

2. Applicability

2.1 The Visitors Conditions apply to all Visitors.

2.1.1 Any derogation from the Visitors Conditions is valid only if agreed in writing.

3. Access to the Museum Building

3.1 A Visitor is permitted to enter the Museum Building only on presentation of a valid Admission Ticket.

3.2. A Visitor may be denied access to the Museum Building if:

- a. the Visitor's Admission Ticket, the discount pass or voucher was not obtained from the Museum or from another agency authorised by the Museum;
- b. he or she is under the influence of alcohol, narcotics or similar substances;
- c. he or she disturbs or has the intention to disturb public order;
- d. he or she wishes to enter the Museum Building bare-foot and/or bare-chested;
- e. he or she refuses to show personal identification upon entering the Museum Building;
- f. he or she wears face-covering garments and refuses to show his or her face for the purpose of identification upon entering the Museum Building;
- g. he or she refuses to cooperate with an inspection of luggage such as handbags, small backpacks and children's strollers.

3.3 An Admission Ticket's validity expires by the mere expiry of the date or time slot stated on the ticket.

3.4 The Visitor is at all times obliged, upon request, to present to the Officer the Admission Ticket and any pass or voucher granting a discount to the admission price, in combination with a valid identity document if requested. The Admission Ticket must be presented upon each entry to the Museum Building.

3.5 The Museum is entitled to adjust the regular opening hours (i) to occasional drills relating to emergency response services (Article 23 of the Dutch Working Conditions Act) or (ii) in the event of an emergency, to a full or partial evacuation of the Museum Building, depending on the Museum's assessment.

3.6 The Museum will, as far as reasonably possible, inform the Visitor (i) of a full, partial or early closure of the Museum Building, and/or (ii) of exhibitions organised by the Museum, maintenance works, renovation works or refurbishment works to the Museum or parts thereof. Visitors cannot derive any rights from this.

3.7 It is not permitted to carry bags, backpacks, umbrellas, baby back carriers, children's prams (with the exception of strollers), substances and objects that may cause harm to people and objects, or to carry other large items. Items to a size of 30x30x15cm, foldable or not, can be left in the wardrobe of the Museum Building. The Museum may refuse to store larger items.

4. Visiting the Museum Building

4.1 A Visitor's visit to the Museum Building is at his or her own expense and risk.

4.2 Visitors must act in accordance with the Visitors Conditions and must obey all instructions and directions given by Officers.

4.3 If the Museum finds that a Visitor has violated the Visitors Conditions in any way, he or she may be barred from further access to the Museum Building, without obliging the Museum to compensate for any damages or to refund any costs.

4.4 If a Visitor repeatedly violates the Visitors Conditions or the instructions or directions given by an Officer, the Museum can deny the Visitor access to the Museum Building for a certain period of time. The Museum will inform the Visitor of the decision to deny him or her access to the Museum Building.

4.5 Visitors under the age of twelve may only visit the Museum Building if accompanied by an adult. Parents and minders are fully responsible and liable for the conduct of these young visitors. They must ensure, for example, that the Visitors younger than twelve do not touch the exhibited objects.

4.6 Minders of Groups are fully responsible and liable for the conduct of the Group under their supervision. They must supervise the Groups during the visit to the Museum Building and must obey the instructions of Officers. They must ensure, for example, that the Visitors under their supervision do not touch the exhibited objects.

4.7 For primary school Groups consisting of up to fifteen pupils, there should be at least two minders per Group. For secondary school Groups consisting of up to fifteen pupils, there should be at least one minder. Centraal Museum is entitled to deny access to Groups that do not meet the requirement regarding the number of minders as described in this article.

4.8 For guided tours guided by an Officer, the maximum group size is fifteen Visitors. For tours guided by someone from outside the Museum, the maximum group size is twenty Visitors.

4.9 Inside the Museum Building, Visitors are not permitted to:

- a. offers goods of any nature whatsoever to another Visitor;
- b. intentionally and persistently block the way or the view of exhibited objects for other Visitors;
- c. cause annoyance to other Visitors through noise caused by, including but not limited to, the use of mobile phones or mobile audio equipment;
- d. run, scream or smoke in the Museum Building;
- e. bring in pets, with the exception of service animals (such as a guide dog);
- f. carry or use illicit intoxicants;
- g. consume food or snacks, except in the areas of the Museum Building designated for that purpose by the Museum;
- h. to carry dangerous items or substances, in the opinion of an Officer, in any case including but not limited to: wet clothing, umbrellas or large bags (larger than A4), backpacks, carrier bags and objects, foldable or not, to a size of 30x30x15cm. Such (dangerous) items or substances must be left with an Officer or stored in a place designated by an Officer;
- i. touch any art objects;

- j. touch any exhibited objects and exhibition materials such as, for example, display cases, lighting and partition walls;
- k. move around on scooters, Segways, hoverboards, roller skates, skateboards, footsteps or similar means of transportation;
- l. cross any physical or visual boundaries.

4.10 Visitors, parents of underage Visitors and minders of Groups are liable for the damage caused by a Visitor under their responsibility.

4.11 Save with the Museum's prior written permission, Visitors are prohibited from making photographs, video or film recordings using lights, flashes, selfie sticks or tripods. Visitors are also prohibited from publishing or reproducing any recordings as referred to in this article, in any way or by any medium, other than for known non-commercial purposes. During musical performances or other performances in or near the Museum Building, Visitors are prohibited from making photo, video, film, audio or other recordings of this performance, without the Museum's prior written permission.

4.12 A Visitor who deliberately damaged an object during one or more previous visits to the Museum, or who misbehaved in any other way, may be barred from entering the Museum Building permanently or for a certain period of time.

4.13 There is camera surveillance in and around the Museum Building. Camera images are stored and if necessary made available to the police, in conformity with the Dutch Personal Data Protection Act (*Wet Bescherming Persoonsgegevens*).

4.14 In case of an emergency, the Museum is entitled to shut the doors to the Museum Building and to escort the Visitors out. Every Visitor may be requested to cooperate with an inspection of bags, vehicles and other items, by or on behalf of an Officer. Visitors who refuse to cooperate must show their personal identification to an Officer before leaving the Museum Building.

4.15 The Museum frequently has film and photographic reports made inside the Museum Building. This material may be used for publicity purposes. By visiting the Museum, Visitors agree to the above.

4.16 In the garden belonging to the Museum Building, Visitors are not permitted to consume food brought from outside, to ride bicycles, to barbecue, or to make a camp fire.

5. Refund

5.1 A Visitor is not entitled to a refund of the admission fee or any other compensation in the event of loss or theft of the Admission Ticket outside the Museum Building.

5.2 A Visitor's decision to not use an Admission Ticket is for his or her own risk and expense. This also applies if the Admission Ticket is only valid for a certain time slot or certain date.

5.3 An expired and unused Admission Ticket cannot be exchanged for a new and valid Admission Ticket. No refund will be paid in such an event either.

5.4 Refunds are not offered as a result of a Visitor's complaint with regard to:

- a. the fact that objects from the Museum's permanent collection are not on display;
- b. the fact that the Museum Building is partially closed, including but not limited to the partial closure of the Museum on account of the assembly or disassembly of exhibitions;
- c. any changes to the regular opening hours due to emergency response drills or because of an emergency situation;
- d. any nuisance or inconvenience caused by other Visitors, for example noise nuisance, improper conduct, theft and molestation;
- e. any nuisance or inconvenience caused by maintenance works to, or a renovation or refurbishment of, the Museum Building;
- f. any nuisance or inconvenience caused by the improper functioning of facilities in the Museum Building;
- g. any nuisance or inconvenience due to (large) visitor crowds.

6. Liability

6.1 The Museum can never be held liable for damages resulting from price quotations, any announcements or other information provided by the Museum and/or a third party to the Visitor.

6.2 Unless a Visitor can demonstrate that damage is a direct result of wilful intent or gross negligence on the part of the Museum, the Museum or any third party engaged by the Museum cannot, under any circumstances, be held liable to a Visitor for any form of damage or loss suffered as a consequence of the Agreement or the fulfilment thereof. In no event can the Museum be held liable for indirect damages suffered by the Visitor in that respect.

6.3 In no event can the Museum be held liable for damage suffered by a Visitor as a consequence of, or caused by:

- a. a non-attributable failure on the part of Museum to fulfil the Agreement as referred to in Article 7 of these Visitors Conditions ("Force majeure");
- b. an infringement of a third-party intellectual and/or industrial property right in connection with the Products delivered;
- c. the failure by the Visitor to obey instructions given by an Officer or to comply with these Visitors Conditions;
- d. other Visitors;
- e. the Museum's acceptance of the Visitor's goods for storage.

6.4 In the event of liability as referred to in this article 6, the extent of such liability is in any case limited to:

- a. the sum of the actually paid admission fee and actually incurred travel expenses;
- b. the amount paid to the Museum by the Museum's insurer in this particular case;
- c. the amount of the compensation received by the Museum from a third party for the damage suffered, where the scope of the Museum's liability in a specific damage event is limited to the lowest sum of the amounts listed under clause a to c above.

7. Force majeure

7.1 The Museum cannot be held liable for any damages caused by a failure on its part as a result of force majeure. The Museum can in any case invoke force majeure in the event of circumstances that prevent the Museum from fulfilling the Agreement, either temporarily or permanently.

7.2 Circumstances as referred to in clause 1 of this article include, among other things, natural disasters, strikes, terrorist attacks, power outages, and construction nuisance.

8. Lost and found

8.1 Any items found by the Visitor in the Museum Building should be handed in at the shop counter, the information centre or to an Officer.

8.2 The Museum will make a reasonable effort to trace the owner or party entitled to the found item. Any items not claimed by the owner or entitled party within six months of having been found and handed in as described in clause 1 of this article, will be transferred to a charity organisation, at the Museum's discretion.

8.3 An owner or entitled party can choose to collect the item in person or to have it sent to them COD. In either case, the owner or entitled party is required to provide proof of identity.

9. Complaints

9.1 A Visitor can submit complaints or suggestions for improvements by letter or by sending an email to info@centraalmuseum.nl. The Visitor's complaint will be examined and answered in writing within 30 days.

10. General provisions

10.1 If any provision of the Visitors Conditions is declared invalid or is voided, the remaining provisions of the Visitors Conditions will remain in force, and the voided provision will be replaced by a valid provision that comes as close as possible to the meaning and purpose of the original provision.

10.2 The Museum is entitled to engage qualified third parties for the full or partial performance of the obligations ensuing from the provisions of the Visitors Conditions.

11. Applicable law and competent court

11.1 The Agreement and these Visitors Conditions are governed by Dutch law.

11.2 Any disputes that may arise in connection with the Agreement and the Visitors Conditions shall be brought only before the competent judge of the District Court for the Central Netherlands in Utrecht.

12. Public inspection

12.1 These Visitors Conditions are available for public inspection at the Museum's information desk and are published and downloadable from the Museum website (www.centraalmuseum.nl).

These General Visitors Conditions of the Museum have been filed with the Trade Register of the Chamber of Commerce under number 56449399.

Stichting Centraal Museum

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