



## **MUSEUM SPEELKLOK VISITOR TERMS AND CONDITIONS**

### **Introduction**

Within reason, Museum Speelklok will do everything possible to ensure that visits to the museum complex and the exhibitions and activities organised by Museum Speelklok take place in accordance with visitors' wishes. Museum Speelklok will make every effort to minimise any nuisance or inconvenience for visitors, as well as to ensure their safety wherever possible.

### **General stipulations: definitions**

Article 1.1 The terms 'the museum' and 'Museum Speelklok' are understood to mean the organisation managing and operating the museum complex including, but not limited to, the board, curators, attendants and other museum officials authorised to act on this organisation's behalf.

Article 1.2 The term 'the museum complex' means the entirety of spaces (built and unbuilt) that fall under the legal or management authority of the board of Museum Speelklok including, but not limited to, the exhibition halls, auditoriums and meeting rooms, the restaurant, the coffee room, the terrace, other outdoor areas, the depot, the restoration workshop, the offices and the annexes.

Article 1.3 The term 'visitor' means any person who in any way, directly or indirectly, concludes an agreement with Museum Speelklok with the aim of entering the museum complex and/or visiting an exhibition, or attending an activity organised by Museum Speelklok for regular visitors during regular opening hours.

Article 1.4 These General Visitor Terms and Conditions apply to any agreement between Museum Speelklok and a visitor. The conditions do not apply to special activities outside regular opening hours and/or aimed at other than regular visitors, as in the case of hall rental, catering, etc.

### **Ticket sales, offers and prices**

Article 2.1 All quotations, announcements or otherwise provided by Museum Speelklok are not without obligation. Museum Speelklok accepts liability for any errors made by the museum itself in quotations, announcements, or other information provided to visitors. This liability applies only to the museum's own information material present within the museum at the time of the claim, or



recently distributed by, or on behalf of, Museum Speelklok. Museum Speelklok is not liable for errors due to intent, fault or negligence on the part of third parties.

Article 2.2 If asked to do so, visitors are at all times obliged to show the admission ticket and any card or voucher entitling them to a discount on the admission fee to officials recognisable as such including, but not limited to, attendants.

Article 2.3 Potential visitors are not entitled to a refund of the admission fee or any other compensation in the event of loss or theft of their admission ticket before entering the museum complex. If a potential visitor does not use the pre-purchased admission ticket, this will be at the visitor's own expense and risk and the same applies if the admission ticket is only valid for a certain time and/or date. Once a ticket has been obtained it cannot be exchanged; neither will the admission fee be refunded. However, the admission fee paid may be refunded at the board's discretion if circumstances beyond the purchaser's control have made it impossible to visit the museum.

Article 2.4 Potential visitors may be denied admission to the museum complex if it appears that the admission ticket, discount card or voucher has not been obtained from Museum Speelklok, or a body that has been appropriately authorised by Museum Speelklok.

Article 2.5 Museum Speelklok will refund the admission fee actually paid by visitors only if visitors have to leave the museum complex prematurely due to an unannounced emergencies-related exercise (Article 23 Working Conditions Act), as well as in the event of an actual calamity as a result of which the museum complex is fully or partially evacuated.

### **Visiting the museum complex**

Article 3.1 When visiting the museum complex visitors will behave in accordance with rules of public order, good morals and rules of decency which apply in relation to the nature of the activity visited. Visitors are also obliged to follow immediately the directions and instructions given by identifiable officials of Museum Speelklok including, but not limited to, attendants. If, in the reasonable opinion of a duly authorised Museum Speelklok official, who must be recognisable as such, a visitor violates these standards, directions or instructions in any way, the visitor in question may be denied further access to the museum complex, without them having any right to reimbursement of the cost of the admission ticket or any other costs incurred.

# **museum speelklok**

Article 3.2 Parents or supervisors of children are at all times responsible and accountable for the behaviour of children they bring along. Teachers and supervisors of groups are responsible and accountable for the behaviour of the group members they are accompanying.

Article 3.3 In the museum complex visitors are prohibited from among other things:

- a. offering goods of any kind for sale to third parties, or providing them free of charge;
- b. deliberately and persistently obstructing other visitors' passage or their view of exhibits;
- c. disturbing other visitors including, but not limited to, the use of mobile phones, audio equipment or other sources of noise nuisance, although the use of such equipment may be explicitly permitted by Museum Speelklok in certain areas;
- d. bringing (domestic) animals, unless they are explicitly allowed in certain areas, or if they are guide/assistance dogs accompanying a visitor with an identification card;
- e. smoking in all enclosed areas, other than in the designated areas which are indicated by pictograms or text;
- f. bringing food and refreshments into the enclosed areas of the museum complex and into the museum café;
- g. carrying with them objects or substances including, but not limited to, walking sticks, umbrellas or large bags and rucksacks, which are deemed to be dangerous by a Museum Speelklok official who is recognisable as such and which can be handed in at a place to be designated by Museum Speelklok;
- h. using wheelchairs, prams and buggies, other than those made available by the museum, in enclosed areas to be designated by Museum Speelklok;
- i. touching exhibits and exhibition materials, such as display cases, lighting, partitions and the like, unless expressly and explicitly permitted. Parents or supervisors of children should strictly ensure that exhibits are not touched by the children accompanying them. Parents or supervisors should hold the hands of small children or move them around the museum in buggies and similarly teachers and group supervisors must ensure that the group members they are accompanying do not touch the objects on display.



Article 3.4 In special instances and as reasonably required for the general safety of people or the collection, a Museum Speelklok manager, who must be recognisable as such, may ask to inspect a visitor's (hand) luggage. If such is deemed necessary, specially trained and educated staff can also ask visitors to cooperate with a security search when entering or leaving the museum complex. Potential visitors are to be warned about this measure before they enter the museum complex.

Article 3.5 Visitors are allowed to take photos and make video recordings for personal use (including recordings shared on social media). Other than with the prior written permission of the Speelklok Museum board, visitors are prohibited from taking photos and making video and film recordings using lamps and tripods. Visitors are also prohibited from publishing or making copies of these photographs and video and film recordings without the prior written permission of the Speelklok Museum board, with the exception of social media.

Article 3.6 The museum may deny access to the museum complex permanently or for a certain period of time to a visitor who, during one or more previous visits to a Dutch museum complex, deliberately damaged an object, or who the museum justifiably fears could cause damage and, in such instances, the museum may subject this visitor to the measures referred to in Article 3.4 of these Visitor Terms And Conditions whenever they visit. The decision to deny access will be communicated to the visitor in question immediately, if possible in writing, along with the reasons.

## **Complaints and claims**

Article 4.1 Museum Speelklok will make every effort to ensure that visits to the museum complex or exhibitions and activities organised by Museum Speelklok take place in accordance with the published offer. This includes the obligation to inform the public to the best of its ability about full, partial, or early closure of the museum complex and/or exhibitions organised by Museum Speelklok. Furthermore, Museum Speelklok will inform potential visitors about any maintenance work, renovations, or the (re)design of spaces which might cause inconvenience. However, visitors will never be able to derive a right to compensation from this.

Article 4.2 No claims can be made with regard the following complaints and circumstances, which Museum Speelklok cannot avoid, and such issues and circumstances can therefore never result in any obligation on the part of the museum to pay visitors compensation for damages: a. complaints regarding objects from the permanent collection of Museum Speelklok not being visible;



b. complaints regarding the partial closure of the museum complex including, but not limited to, partial closure as a result of the construction or dismantling of exhibitions; c. complaints and circumstances regarding nuisance or inconvenience caused by other visitors including, but not limited to, noise nuisance, inappropriate behaviour, theft and civil commotion; d. complaints and circumstances which relate to nuisance or inconvenience caused by maintenance work including, but not limited to, a renovation or the (re)arrangement of spaces; e. complaints and circumstances which relate to nuisance or inconvenience caused by facilities in the museum complex not functioning properly.

Article 4.3 Complaints and requests for refunds in relation to the agreement between Museum Speelklok and the visitor should be submitted in writing to Museum Speelklok within six weeks after the visit has taken place. Complaints and claim requests submitted after this deadline will not be considered. A complaints form is enclosed with these Visitor Terms and Conditions.

Article 4.4 Museum Speelklok will investigate the complaint and reply in writing within 30 days of receipt. If the investigation has not been completed by then, the complainant will be informed accordingly and also informed of when the investigation is likely to have been completed.

Article 4.5 Visitors can submit complaints, claims and suggestions for improvement in writing by completing a form which is included with these Visitor Terms and Conditions.

### **The museum's liability**

Article 5.1 Museum Speelklok will never be liable for damage resulting from quotations, announcements, or other forms of information provided to visitors by Museum Speelklok and/or third parties, except if and insofar as such damage is the direct result of intent or gross negligence on the part of Museum Speelklok and/or its staff.

Article 5.2 Visits to the museum complex take place at visitors' own expense and risk. The museum is only liable for damage to property and/or consequential damage suffered by visitors or injury inflicted on visitors that is the direct and exclusive result of intent or gross negligence on the museum's part, on the understanding that only damage for which the museum is insured, or should in all reasonableness and fairness have been insured, is eligible for compensation.

Article 5.3 Under no circumstances will Museum Speelklok be obliged to pay a higher amount of compensation than: a. the admission fee actually paid or, if higher; b. the amount paid out by Museum Speelklok's insurer to Museum



Speelklok in respect of the damage, or; c. the compensation obtained from another third party in respect of the damage.

Article 5.4 Museum Speelklok can never be held liable for damage caused to visitors' vehicles, except if and insofar as the damage has occurred on or in the museum complex and this damage is the direct result of intent or gross negligence on the part of Museum Speelklok and/or its staff.

Article 5.5 Museum Speelklok can never be held liable for any (in)direct damage whatsoever resulting from any defect, any quality or circumstance on or in any immovable property of which Museum Speelklok is the holder, (ground) leaseholder, lessee or owner, or which is otherwise at the disposal of Museum Speelklok, except if and insofar as that the damage is the direct result of intent or gross negligence on the part of Museum Speelklok and/or its staff.

Article 5.6 If Museum Speelklok accepts goods, or if goods are deposited, stored and/or if anyone leaves such goods behind in any manner whatsoever without asking Museum Speelklok for any payment, Museum Speelklok will never be liable for damage to, or in connection with, goods, however caused, unless Museum Speelklok has deliberately caused damage, or the damage is the result of gross negligence on the part of Museum Speelklok.

Article 5.7 Museum Speelklok's total liability due to attributable shortcomings in the fulfilment of the visitor agreement is limited to compensation for direct damage and will, in no event, exceed the compensation arrangement described under 5.3.

Article 5.8 In the event of damage due to death or physical injury, Museum Speelklok's total liability will, in no event, exceed the compensation arrangement described under 5.3.

Article 5.9 Museum Speelklok's liability for indirect damage, including consequential damage, lost profits or wages, missed savings, etc., is excluded.

Article 5.10 The maximum amounts referred to in Article 5.3 will no longer apply if and insofar as the damage is the result of intent or gross negligence on the part of Museum Speelklok or one of its officials.

### **Force majeure**

Article 6.1 Force majeure for Museum Speelklok, which means that any resulting shortcoming cannot be attributed to Museum Speelklok, is any unforeseeable circumstance which interferes with the fulfilment of the agreement by Museum



Speelklok in such a way that fulfilment of the agreement becomes temporarily or permanently impossible or problematic.

Article 6.2 Such circumstances include those involving persons and/or services and/or institutions which Museum Speelklok uses for the execution of the visitor agreement, as well as everything which applies to the aforementioned parties as force majeure, or a suspensive or resolute condition, as well as attributable shortcomings on the part of the aforementioned parties.

### **Lost property**

Article 7.1 Objects found by visitors in the museum complex can be handed in at the entrance desk.

Article 7.2 Museum Speelklok will make every effort to trace the owner or rightful claimant of the lost property and, with this in mind, will maintain regular contact with the local police. Lost property which has not been claimed by the owner or the rightful claimant after six months of safekeeping by Museum Speelklok will be handed over to the local police.

Article 7.3 In the event that the owner or rightful claimant of lost property comes forward, they will be able to choose to collect the goods themselves or have them forwarded to them on a cash on delivery basis. In both cases, the owner or rightful claimant must provide proper identification.

### **Other conditions**

Article 8.1 The applicability of these Visitor Terms and Conditions does not affect the possible applicability of other (contractual) conditions and/or regulations of Museum Speelklok.

### **Applicable law**

Article 9.1 Dutch law applies to these Visitor Terms and Conditions and to the agreement between the visitor and Museum Speelklok.

Article 9.2 All disputes arising from the agreement between the visitor and Museum Speelklok will be submitted for exclusive adjudication to the competent court in Utrecht.

*These Museum Speelklok Visitor Terms and Conditions were determined by the director and filed under number 41177856 at the Chamber of Commerce in Utrecht on 1 December 2014.*

*The board of Museum Speelklok*