

VISITOR CONDITIONS NATIONAL MUSEUM OF ANTIQUITIES IN LEIDEN

Introduction

The National Museum of Antiquities (hereinafter called 'the museum') shall do everything reasonably possible to allow the visit to the museum complex, and the exhibitions and activities organised by the museum, to proceed in accordance with the wishes of the visitor. The museum will make every effort to limit any nuisance or inconvenience for the visitor to a minimum, and to guarantee the safety of the visitor as far as possible.

General conditions: definitions

Article 1.1

The terms 'the museum' and 'the National Museum of Antiquities' shall be understood to mean the organisation that manages and runs the museum complex, such to include, but not limited to, the management, curators, security guards, museum guides, and other museum employees authorised to act on behalf of this organisation.

Article 1.2

The term 'the museum complex' shall be understood to mean the totality of areas (built or open) that fall under the legal or administrative authority of the management of the museum, such to include, but not limited to, the atrium, exhibition rooms and meeting rooms, museum café, terrace, garden, depository, and annexes.

Article 1.3

The term 'visitor' shall be understood to mean any person who in any way, directly or indirectly, concludes an agreement with the museum for the purpose of entering the museum complex and/or visiting an exhibition or attending an activity organised by the museum for normal visitors during normal opening hours.

Article 1.4

These general visitor conditions are applicable to all agreements between the museum and a visitor. The conditions are not applicable for special activities outside the normal opening hours and/or intended for other persons than normal visitors, such as in the case of room hire, hospitality and catering, and so on.

Ticket sales, offers, and prices

Article 2.1

All the price lists, announcements, or information provided in any other way are not without obligation. The museum accepts liability for any errors made by the museum itself in price lists, announcements, or information provided in any other way to the visitor. This liability only applies for the museum's own information material that is present in museum at the time of the claim, or which has been recently distributed by or on behalf of the museum. The museum is not liable for errors attributable to wrongful, deliberate, or negligent actions of third parties.

Article 2.2

The visitor is at all times obligated to produce on request the admission ticket, or any other card or voucher that gives entitlement to a discount on the admission price, to any employee of the museum identifiable as such, including, but not limited to, security staff and museum guides.

Article 2.3

A potential visitor is not entitled to receive restitution of the admission price or any other compensation in the event of loss or theft of the admission ticket before he/she enters the museum complex. If a potential visitor does not make use of a pre-purchased admission ticket, this shall be for the account and risk of the visitor; this is also the case if the admission ticket is only valid for a certain time and/or date. Once an

admission ticket has been acquired it cannot be exchanged. Nor will restitution of the admission price take place. The admission price paid can, nonetheless, be reimbursed if circumstances beyond the control of the purchaser make it impossible for him/her to visit the museum, this however at the discretion of the museum management.

Article 2.4

A potential visitor can be refused admission to the museum complex if it appears that the admission ticket, the discount card, or the voucher has not been obtained from the museum or a body authorised for that purpose by the museum.

Article 2.5

The museum will reimburse the visitor for the admission price actually paid and travel expenses actually incurred exclusively if the visitor has to leave the museum complex prematurely due to an unannounced exercise in connection with company emergency services (article 23, Working Conditions Act), as well as in the event of a real emergency whereby the museum complex is wholly or partially evacuated.

Article 2.6

The museum has rules concerning the cancellation of pre-booked (school) group visits. In the event of cancellation, or a change in the date of a visit, made by telephone or in writing seven working days before the planned visit, a fee of € 25 will be charged; in the event of cancellation or change within this period of seven working days before the planned visit, the entire arrangement will be charged for.

Article 2.7

A (potential) visitor shall at no time be entitled to a combination of promotional discounts and/or promotional prices. The museum will make every effort to state this rule as often as possible in announcements about discounts and promotional prices.

Stay in the museum complex

Article 3.1

During the stay in museum complex, the visitor must behave in accordance with the standards of public order, decorum, and decency applicable in connection with the nature of the activity visited. The visitor is at all times obligated to immediately comply with any directions or instructions of any employee of the museum identifiable as such, including, but not limited to, security staff and museum guides. If, in the reasonable opinion of an authorised museum employee, who must be identifiable as such, a visitor acts contrary to these standards, directions, or instructions, a visitor can be denied further access to the museum complex without the visitor having any right to reimbursement of the cost of the admission ticket or any other costs incurred.

Article 3.2

Parents or supervisors of children shall at all times be responsible and accountable for the behaviour of the children they are accompanying. Teachers or supervisors of groups are responsible and accountable for the behaviour of the group members supervised by them. Additional conditions apply for educational tours (see article 3.8).

Article 3.3

It is prohibited for the visitor in the museum complex, amongst other things, to:

- a. offer for sale and/or provide free of charge goods of any nature whatsoever to third parties;
- b. to deliberately and continuously block the way to, or obstruct the view of, exhibited objects for other visitors;
- c. to annoy other visitors, including, but not limited to, by the use of mobile telephones, walkmans, or other sources of noise nuisance; the use of such equipment can, however, be explicitly permitted in certain areas of the museum;
- d. to bring pets or animals into the museum complex, unless these are explicitly permitted in certain areas, or in the case of guide dogs accompanying a visitor with an identification pass;
- e. to take food and drinks into the enclosed areas of the museum complex;
- f. to take objects or substances into the museum that are dangerous in the reasonable opinion of a museum employee identifiable as such, including, but not limited to, rucksacks, umbrellas, or large bags; these can be left at a place designated by the museum.

- g. to touch the exhibited objects and display material, such as showcases, lighting, partitions etc., unless this is expressly and explicitly permitted. Parents or supervisors of children must pay strict attention to ensure that the exhibited objects are not touched by the children they are accompanying. Small children must be held by the hand or pushed in a buggy; similarly, the teachers and supervisors of groups must make sure that the group members supervised by them do not touch the exhibited objects.

Article 3.4

In special cases where the general safety of the public or the collections reasonably requires such, a management official of the museum, who must be identifiable as such, can ask to search any (hand) bags carried by the visitor. If such is deemed necessary, specially trained personnel can moreover request visitors leaving or entering the museum complex to allow themselves to be searched. Potential visitors will be warned that this measure is in force when entering the museum complex.

Article 3.5

Except with the prior written permission of the management of the museum, visitors are prohibited from taking photographs, videos, or films whereby use is made of lamps, flash devices, or tripods. Furthermore, except with the prior written permission of the management of the museum, visitors are prohibited from publishing or reproducing these photographs, videos, or films, in any way and by any medium whatsoever, such to include electronic media.

Article 3.6

The museum can deny a visitor admission to the museum complex, who during one or more previous visits to a Dutch museum complex deliberately damaged an object, or with regard to whom there is a justified suspicion that they might cause such damage, for a definite or indefinite period; the museum can in any case subject such a visitor to all the measures referred to in article 3.4 of these visitor conditions every time they visit the museum. A decision to deny admission to a visitor will be notified immediately with the reasons for such, where possible in writing.

Article 3.7

The museum is accessible for visitors who have difficulty walking or who use a wheelchair. Temporary exhibitions may occasionally be less accessible for disabled persons.

Article 3.8

Educational tours can be booked exclusively for school groups from primary and secondary schools and under special conditions. These tours must be booked in advance and will be assigned to a museum employee for a certain section of the museum. When the tour is over, the group will be accompanied to the exit; admission to other areas of the museum is not included. The tours have a fixed maximum number of participants and fixed start and end times. Teachers or supervisors of groups are responsible and accountable for the behaviour of the schoolchildren and group members supervised by them. A maximum of 10 school students may be accompanied by each teacher or supervisor (aged 18 or over).

Complaints and refunds

Article 4.1

The museum shall do everything possible to allow the visit to the museum complex, or the exhibitions and activities organised by the museum, to proceed in accordance with the published programme; this also includes an obligation to inform the public wherever possible about whole, partial, or early closure of the museum complex and/or the exhibitions organised by the museum. Furthermore, the museum will inform potential visitors about any inconvenience caused by maintenance activities, building work, or reorganisation of the exhibition areas. The visitor shall at no time be entitled to claim compensation due to such.

Article 4.2

Reimbursement is not possible in relation to the following complaints and circumstances which cannot be avoided by the museum, and shall therefore at no time lead to any obligation for the museum to pay compensation to the visitor:

- a. complaints concerning the inability to see objects in the permanent collection of the museum;

- b. complaints in connection with the partial closure of the museum complex, including, but not limited to, partial closure as a result of the installation or removal of exhibitions;
- c. complaints and circumstances in connection with nuisance or inconvenience caused by other visitors, including, but not limited to, noise nuisance, inappropriate behaviour, theft, and molestation;
- d. complaints and circumstances in connection with nuisance or inconvenience caused by maintenance work, including, but not limited to, renovation or reorganisation of exhibition areas;
- e. complaints and circumstances in connection with nuisance or inconvenience caused by the improper functioning of facilities in the museum complex.

Article 4.3

Complaints about, and requests for restitution in connection with, the agreement between the museum and a visitor must be received in writing by the museum within six weeks after the visit has taken place. Complaints and requests for restitution submitted after this period shall not be taken into consideration. A complaint form can be obtained from the ticket desk.

Article 4.4

The museum will investigate a complaint and respond to it in writing within 30 days after receipt.

Article 4.5

Visitors can submit complaints, requests for restitution, and suggestions for improvement in writing by completing the form that can be obtained from the ticket desk, or by sending an e-mail to info@rmo.nl

Liability of the museum

Article 5.1

At no time shall the museum be liable for damage resulting from price lists, announcements, or other forms of information issued by the museum and/or third parties to a visitor, except if and insofar as this damage is a direct result of deliberate act or gross negligence of the museum and/or its staff.

Article 5.2

The stay of a visitor in the museum complex is for his/her own account and risk. The museum shall only be liable for material and/or consequential damage suffered by, or injury inflicted to, a visitor which is directly and exclusively a result of deliberate act or gross negligence of the museum, with the understanding that only that damage will be eligible for compensation which the museum is insured against, or should have been insured against in all reasonableness and fairness.

Article 5.3

In no event whatsoever shall the museum be liable to pay a higher amount of compensation than:

- a. the admission price actually paid, and the travelling expenses actually incurred; or if it is more
- b. the amount paid out by the insurer of the museum to the museum in connection with the damages; or
- c. the amount received from any other third party in relation to the damages.

Article 5.4

The museum shall at no time be liable for damage caused to vehicles of visitors, except if and insofar as such damage was caused on, or in, the museum complex, and this damage was the direct result of deliberate act or gross negligence of the museum and/or its staff.

Article 5.5

The museum shall at no time be liable for any direct or indirect damage whatsoever caused as a direct or indirect result of any defect, any condition, or any circumstance in, of, or on any real estate of which the museum is the holder, leaseholder, tenant, or owner, or which the museum has at its disposal in any other way, except if and insofar as such damage was the direct result of deliberate act or gross negligence of the museum and/or its staff.

Article 5.6

If the museum receives goods, or if goods are deposited, stored, and/or left behind in any way whatsoever, wherever, and by whomsoever, without the museum asking for any payment for such, then at no time shall the museum be liable for the damage to, or in connection with, the goods caused in any way

whatsoever, unless the museum has deliberately inflicted the damage, or the damage is a result of gross negligence of the museum.

Article 5.7

The total liability of the museum for attributable shortcomings in the fulfilment of the visitor agreement is limited to compensation for direct damages and shall at no time amount to more than the compensation described in section 5.3.

Article 5.8

At no time shall the liability of the museum in the event of damages resulting from death or personal injury amount to more than the compensation described in section 5.3.

Article 5.9

The liability of the museum for indirect damages, including consequential damages, loss of profits or wages, loss of savings, etc., is excluded.

Article 5.10

The maximum amounts referred to in article 5.3 shall not apply if and insofar as the damages are the result of deliberate act or gross negligence of the museum or one of its staff.

Force Majeure

Article 6.1

Force majeure for the museum shall be deemed to be any unforeseen circumstance, whereby any shortcoming caused as a result cannot be attributed to the museum, which hinders the performance of the agreement by the museum in such a way that temporary or permanent performance of the agreement is made impossible or unduly difficult.

Article 6.2

Such circumstances shall be understood to include circumstances affecting persons and/or services and/or organisations which the museum makes use of for the performance of the visitor agreement, as well as all that which applies for the aforementioned as force majeure or suspensory or resolute conditions, as well as attributable shortcomings of the aforementioned.

Lost property

Article 7.1

Lost property found by visitors in the museum complex can be handed in at the ticket desk.

Article 7.2

The museum will make every effort to trace the owner or rightholder of the lost property, and shall maintain regular contact with the local police about such. Lost property which has not been claimed by the owner or rightholder within six months after being handed in to the museum shall be handed over to the local police.

Article 7.3

In the event the owner or rightholder of the lost property contacts the museum, they can choose between collecting the property themselves or having it sent cash on delivery. In both cases the owner or rightholder must provide valid proof of identification.

Other conditions

Article 8.1

The applicability of these visitor conditions shall be without prejudice to the applicability of any other (contractual) conditions and/or regulations of the museum.

Applicable law

Article 9.1

These visitor conditions and the agreement between the visitor and the museum shall be subject to Dutch law.

Article 9.2

All disputes arising from the agreement between the visitor and the museum shall be exclusively put before the competent court in Leiden.

The visitor conditions of the National Museum of Antiquities have been laid down by the director and filed under number 41169522 with the Chamber of Commerce for The Hague on 25 February 2009.

The director of the National Museum of antiquities in Leiden, Drs. W.Weijland