

VISITOR CONDITIONS HET SCHEEPVAARTMUSEUM THE NATIONAL MARITIME MUSEUM, AMSTERDAM

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Introduction

The Stichting Nederlands Scheepvaartmuseum Amsterdam [*Foundation of the Dutch National Maritime Museum Amsterdam*], hereinafter referred to as 'Het Scheepvaartmuseum,' does its utmost, within the bounds of reasonableness, to ensure that a visit to the museum complex and any exhibits and activities meets the wishes and requirements of the visitor. Het Scheepvaartmuseum exercises the greatest care in respect of its visitors and does its utmost to keep any nuisance or inconvenience to a minimum and to guarantee the visitor's safety as much as possible. Het Scheepvaartmuseum welcomes suggestions from visitors to improve its services. Visitors are encouraged to note any comments or ideas they may have in a guest book kept at a central, easily found location within the building.

1. General provisions: definitions

Article 1.1

'Het Scheepvaartmuseum' is understood to mean the organisation that manages and runs the museum complex, including, but not limited to, the board, the curators, the staff of Guest Services, F&B staff, and security, as well as other museum officials authorised to act on its behalf.

Article 1.2

'The museum complex' is understood to mean the complex of developed and undeveloped spaces, situated in Amsterdam at Kattenburgerplein 1, under the legal or managerial authority of the managing board of Het Scheepvaartmuseum, including, but not limited to exhibition and event spaces, the restaurant, the outdoor café, the East Indiaman *Amsterdam*, the museum ships, bridges and other outdoor spaces, depots and dependencies.

Article 1.3

'The Museum' is understood to mean the museum complex, excluding the inner court, the shop and the public restaurant.

Article 1.4

'Visitor' is understood to mean a person entering the museum complex and/or visiting an exhibit or whom Het Scheepvaartmuseum has invited to attend an activity that has been organised in the museum complex by Het Scheepvaartmuseum or by third parties with the permission of Het Scheepvaartmuseum.

Article 1.5

When a visitor enters the museum complex, either as a paying visitor or as a guest, s/he is deemed to have entered into an agreement with Het Scheepvaartmuseum governed by its visitor conditions. These visitor conditions will also apply to special activities within or outside usual opening times and/or aimed at other parties than the usual visitors, as in the case of hall rental, catering, visitors of the museum shop, etc.

Article 1.6

The applicability of the visitor conditions does not affect the applicability of other conditions and/or regulations of the Scheepvaartmuseum, whether these are contractual or otherwise. Concurrence with other specific conditions, whether contractual or otherwise, does not render the visitor conditions invalid. In the event of conflicting provisions, the specific conditions provided in connection with a special activity will prevail above the visitor conditions.

Article 1.7

The visitor conditions are understood to mean the general visitor conditions of the Netherlands Scheepvaartmuseum in Amsterdam as these have been filed with the Chamber of Commerce in Amsterdam.

2. Accessibility

Article 2.1

The museum complex is situated in a historic building, with exhibitions and activities spread over various floors and outside the building. Het Scheepvaartmuseum does its utmost to ensure that it is as accessible as possible. Both inside and outside the building, there may be circumstances which influence personal accessibility. Individual circumstances and/or weather conditions may significantly influence this.

Article 2.2

Visitors are advised to acquaint themselves with any restrictions regarding personal accessibility. In particular, the ground of the open-air museum may be slippery under certain weather conditions.

Article 2.3

Visitors are advised on entering the museum complex to take note of escape routes to be used in the event of calamities or impending calamities. The use of lifts is not permitted in the event of calamities.

Article 2.4

For information on circumstances that may restrict personal accessibility and possibilities for individual help, visitors are advised to contact the staff of the Guest Services department and/or the security department.

3. Sale of tickets, special offers and prices

Article 3.1

All price quotes or other written information issued by Het Scheepvaartmuseum will be binding, whether this concerns material in the Museum at the time the claim is made or material that has been recently distributed by or on behalf of Het Scheepvaartmuseum. Het Scheepvaartmuseum is not liable for any errors as a result of the intent, fault or negligence of third parties.

Article 3.2

All visitors must be in the possession of a valid ticket while at the Museum. Visitors may only enter the Museum via the entrances and through the pathways designated for that purpose.

Article 3.3

Visitors are obliged at all times to show their tickets, vouchers or discount cards to officials recognisable as such, including but not limited to security staff.

Article 3.4

Visitors are not entitled to refunds on tickets or to any other compensation in the event of the loss or theft of a ticket before entering the Museum. If visitors fail to make use of a ticket purchased in advance, this is at her/his own expense and risk; this is also the case if the ticket is only valid at a specific time and/or on a specific date. Once purchased, a ticket cannot be exchanged, nor may the admission fee be refunded. However, the price of the ticket may be refunded if circumstances beyond the buyer's control prevent him/her from visiting the museum. This is, however, at the sole discretion of the board, without prejudicing the provisions in Article 3.6.

Article 3.5

Visitors and potential visitors may be denied access to the Museum if it appears that the ticket, the discount card or the voucher has not been obtained from Het Scheepvaartmuseum or a body authorised to sell these items by Het Scheepvaartmuseum.

Article 3.6

Het Scheepvaartmuseum will only refund the price of the ticket actually paid by the visitor and the travel costs incurred if the visitor must vacate the museum complex prematurely due to an unannounced exercise pertaining to the Company Emergency Response Provision of Article 23 of the Dutch Working Conditions Act [*Arbowet*] and in the event of an actual calamity leading to the full or partial evacuation of the museum complex.

Article 3.7

The provisions in this article will not apply to visitors who enter and spend time in the museum complex as guests within the meaning of Article 1.4.

4. Stay in the museum complex

Article 4.1

Visitors are prohibited from staying in or entering another part of the Museum than the areas permitted by their tickets.

Article 4.2

During their visit to the museum complex, visitors must act in accordance with the public order, public morality and the prevailing standards of decency with regard to the activity concerned. Visitors are also obliged to directly follow instructions issued by officials of Het Scheepvaartmuseum recognisable as such, including but not limited to security staff. If in the reasonable opinion of an authorised official of Het Scheepvaartmuseum, who must be recognisable as such, a visitor acts in a manner contrary to these standards or instructions in any way, s/he may be denied further access to the museum complex without being entitled to any compensation of the costs of the ticket or any other costs incurred.

Article 4.3

In the museum complex, visitors are forbidden from:

- a. Offering third parties items of any type whatsoever for sale or giving away items for free.
- b. Intentionally blocking the entrance for other visitors or obstructing the view of objects on display for a prolonged period.
- c. Causing a nuisance to other visitors, including but not limited to using mobile telephones, Walkmans or other sources of noise pollution; the use of such equipment may be explicitly permitted by Het Scheepvaartmuseum in certain spaces.
- d. Bringing pets or animals into the museum complex with them, unless these are explicitly permitted in certain spaces or they are assistance dogs accompanying a visitor with an identity card.
- e. Smoking.
- f. Bringing and consuming food and drinks into the Museum.
- g. Bringing objects or substances into the Museum which, in the opinion of an official of Het Scheepvaartmuseum recognisable as such, are dangerous or hazardous, including but not limited to walking sticks, umbrellas or large bags/rucksacks; these can be stored in lockers provided or left in spaces designated for this purpose by Het Scheepvaartmuseum.
- h. Using mobility scooters, prams, baby backpacks and buggies other than those supplied by Het Scheepvaartmuseum.
- i. Touching objects on display and exhibition material such as showcases, lighting, partitions, etc., unless it is expressly and explicitly permitted to do so. Parents or other adults accompanying children are responsible for ensuring that objects on display are not touched by the children under their supervision. Small children must be held by the hand or kept in buggies; teachers and adults accompanying groups are responsible for ensuring that the members of the group under their supervision refrain from touching the objects on display.

Article 4.4

In extraordinary cases whereby the general safety of persons or the collection reasonably requires, an executive of Het Scheepvaartmuseum, who must be recognisable as such, may require visitors to consent to the inspection of their hand baggage or ordinary baggage. If it is deemed necessary, specially trained personnel may furthermore require that on entering or leaving the museum complex, the visitor undergo a security search. Potential visitors will be warned before they enter the museum complex that such measures are in force.

Article 4.5

Het Scheepvaartmuseum uses a video monitoring system. Visitors consent to the possibility of video recordings being made of them.

Article 4.6

Other than with the prior written permission of the board of Het Scheepvaartmuseum, visitors are prohibited from taking photographs or making video recordings and film recordings utilising lamps, flashlight equipment and/or tripods. Het Scheepvaartmuseum may designate spaces where there is a general ban on taking photographs or making video recordings or film recordings without prior written permission.

Article 4.7

Het Scheepvaartmuseum enforces strict copyright. The publication or reproduction of photographs, video recordings and film recordings, based on the presentation and/or collection or a portion of it, in any way and using any medium whatsoever, including electronic media, is prohibited without prior written permission from the managing of Het Scheepvaartmuseum.

Article 4.8

Het Scheepvaartmuseum may temporarily or permanently deny access to the museum complex to a visitor who has intentionally damaged an object during one or more visits to a Dutch museum complex, or with regard to whom a fear of damage is otherwise justified. Het Scheepvaartmuseum may subject such a visitor to the measures mentioned in Article 4.4 of the visitor conditions on each visit. The decision to deny access will be communicated to the visitor immediately, giving reasons, if possible in writing.

5. Complaints

Article 5.1

Het Scheepvaartmuseum will do its utmost to ensure that all visits to the museum complex or to the exhibits and activities organised by Het Scheepvaartmuseum take place as publicised. This includes the obligation to inform the public as well as possible about the full, partial or early closure of the museum complex and/or exhibitions organised by Het Scheepvaartmuseum. Het Scheepvaartmuseum will moreover inform the potential public of any maintenance work, refurbishments or laying out or relaying out of spaces causing inconvenience. No rights to damages can be derived from this by the visitor.

Article 5.2

Complaints that concern the following circumstances will not be handled. At no time do these circumstances lead to an obligation for Het Scheepvaartmuseum to pay the visitor damages:

- a. complaints concerning the lack of visibility of objects in the permanent collection of Het Scheepvaartmuseum.
- b. complaints concerning the fact that parts of the museum complex are closed, including but not limited to closed areas in connection with setting up or dismantling exhibitions.
- c. complaints and circumstances concerning nuisance or inconvenience caused by other visitors, including but not limited to noise nuisance, inappropriate behaviour, theft and acts of aggression.
- d. complaints and circumstances concerning nuisance or inconvenience caused by maintenance work, including but not limited to a refurbishment or the laying out or relaying out of spaces.
- e. complaints and circumstances concerning nuisance or inconvenience caused by the improper functioning of facilities in the museum complex.

Article 5.3

Complaints relating to a museum visit and claims for damages, including requests for refunds of the admission fee, must be received by Het Scheepvaartmuseum in writing within six weeks of the relevant visit to the museum. Complaints and claims submitted after this term will not be handled.

Article 5.4

Het Scheepvaartmuseum will investigate and answer complaints in writing within 30 days as of their receipt. If the investigation of a complaint has not yet been completed in this period, the complainant will be notified hereof and of the probable date of the reply.

Article 5.5

Visitors may submit complaints, claims and suggestions for improvements in writing by filling in a form obtained from the desk located in the inner court of the museum complex or by requesting the form on the Het Scheepvaartmuseum website (www.hetscheepvaartmuseum.nl).

6. Liability of the museum

Article 6.1

The visitor stays in the museum complex at his/her own expense and risk.

Article 6.2

Het Scheepvaartmuseum is only liable for damage to property and/or resulting damage and/or loss or injuries that are directly and solely the result of the intent or gross negligence of Het Scheepvaartmuseum and/or its officials, on the understanding that exclusively the damage or loss will be eligible for compensation for which Het Scheepvaartmuseum is insured or should have been insured in accordance with reasonableness and fairness and for no more than the maximum sum stipulated by the insurance. The liability of Het Scheepvaartmuseum will be ruled out for, among other circumstances:

- a. damage and/or loss as a result of the action of third parties, including persons called in by Het Scheepvaartmuseum and lessees of spaces in the building and the persons called in by these third parties.
- b. damage and/or loss as a result of failure to follow instructions issued by the officials of Het Scheepvaartmuseum and failure to observe general standards of decency.
- c. damage and/or loss caused in any way by other visitors.
- d. damage caused to vehicles of the visitor.

Article 6.3

Het Scheepvaartmuseum is at no time liable for damage or loss suffered by the visitor as a result of force majeure on the part of Het Scheepvaartmuseum. Force majeure includes, but is not limited to, any circumstance beyond the control of Het Scheepvaartmuseum – even if at the time that the agreement arises, the possibility of this occurring could have been foreseen – which temporarily or permanently prevents the observance of the agreement, as well as, insofar as they are not already included in these conditions, war, acts of war, civil war, terrorism, uprisings, riots, action by the police and/or fire service, strikes, transport problems, fire and other serious operational breakdowns in Het Scheepvaartmuseum or its building, weather conditions and failures of public transport to run properly for any reason whatsoever.

7. Liability of visitors

Article 7.1

Visitors to the museum complex are liable for all direct and indirect damage they cause, whether or not arising from a failure to observe these visitor conditions, and indemnify Het Scheepvaartmuseum against claims of third parties with regard thereto.

Article 7.2

The person entitled to the ticket, including the initial person entitled to the ticket, will be jointly responsible and jointly liable for damage and/or loss caused by a person in possession of this ticket.

Article 7.3

Parents or other adults accompanying children are responsible and liable at all times for the behaviour of the minor children brought with them. Without prejudicing each person's own responsibility and liability, teachers and adults accompanying groups are jointly responsible and jointly liable for the behaviour of group members under their supervision.

Article 7.4

Organisations which hold meetings, special events and/or parties in the museum complex are responsible and liable at all times for the behaviour of the guests invited through their agency, without prejudicing these guests' own responsibility and liability.

8. Lost property

Article 8.1

Items found by visitors in the museum complex should be handed in to the security department.

Article 8.2

Het Scheepvaartmuseum will do its utmost to find the owner of any lost property and to this end maintains regular contact with the local police. Found items which have not been claimed by the owner or entitled party after six months from when they were turned in to Het Scheepvaartmuseum will be handed in to the local police.

Article 8.3

In the event that the owner of the lost item comes forward, s/he will have the choice of picking up the item(s) in person or having the item(s) sent on cash on delivery. In both cases, the owner or entitled party must show valid identification.

9. Applicable law**Article 9.1**

These visitor conditions and the agreement between the visitor and Het Scheepvaartmuseum are governed by Dutch law exclusively.

Article 9.2

All disputes arising from the agreement between the visitor and Het Scheepvaartmuseum will be exclusively brought before the court having jurisdiction in Amsterdam.

10. Final stipulation**Article 10**

In the event that one or more of the articles above is or are not legally valid or will become legally invalid, the other provisions will continue to apply. In this case, the non-valid provision will be replaced by a new provision, as far as is possible corresponding with the former, invalid provision in terms of content, scope and/or purpose.

The board of Het Scheepvaartmuseum

Dr W. Bijleveld