

Museum BroekerVeiling

Conditions for Visitors

Introduction

Within reasonable limits, Museum BroekerVeiling will do everything possible to let the visit to the museum premises and the exhibitions and events organised by Museum BroekerVeiling progress according to the wishes of the visitor. Museum BroekerVeiling will do its utmost to restrict possible inconvenience or discomfort to the visitor to a minimum as well as to guarantee the visitor's safety as much as possible.

General regulations: definitions

Section 1.1

By 'the museum' and 'Museum BroekerVeiling' is understood the organisation which manages and operates the museum premises, which includes, but is not restricted to, the executive staff, curators and other museum officers authorized to act on behalf of this organisation.

Section 1.2

By 'the museum premises' is understood the entirety of areas (built up as well as open areas) falling under the legal or management authority of the executive staff of Museum BroekerVeiling, which includes, but is not restricted to, the monument, exhibition rooms, storage room, meeting rooms, offices and refreshment room, restaurants, terrace, other outdoor areas including watercourses, bridges, landingstages and round-trip boats.

Section 1.3

By 'visitor' is understood anyone who has in any way, directly or indirectly, made an agreement with Museum BroekerVeiling aimed at entering the museum premises and/or visiting an exhibition or an event organised by Museum BroekerVeiling.

Section 1.4

By 'enclosed area' is understood a closed or partly open area.

Section 1.5

These general Conditions for Visitors are applicable to every agreement between Museum BroekerVeiling and a visitor. The conditions are also applicable to special events outside regular opening hours and/or which are aimed at other than the regular visitor, for instance in the case of renting rooms and catering.

Sale of tickets, special offers and prices

Section 2.1

All quotations, communications or other information provided by Museum BroekerVeiling are binding. Museum BroekerVeiling accepts liability for mistakes made by the museum itself, if any, concerning quotations, communications or other information provided to the visitor. This liability applies only to the museum's own information material that is present in the museum at the moment when liability is claimed, or has been recently disseminated by or on behalf of Museum BroekerVeiling. Museum BroekerVeiling is not responsible for mistakes due to wilful intent, culpability or negligence of third parties.

Section 2.2

The visitor is at all times obliged to show on demand his admission ticket and any ticket or voucher granting reduced admission to officers recognisable as such.

Section 2.3

The potential visitor is not entitled to restitution of the admission charge or any other compensation in the event of loss or theft of the admission ticket before entering the museum premises.

If a potential visitor does not use his previously bought admission ticket this is for his/her own risk and account; this is also the case if the admission ticket is only valid for a certain time and/or date. An admission ticket cannot be exchanged once it has been issued nor will there be any restitution of the admission charge. The price paid may, however, be restituted if circumstances beyond the buyer's control make it impossible for him/her to make the museum visit, but this is at the executive staff's discretion.

Section 2.4

The potential visitor may be denied access to the museum premises if it appears that the admission ticket, the discount ticket or the voucher has not been obtained from Museum BroekerVeiling or another body authorized by Museum BroekerVeiling.

Section 2.5

Museum BroekerVeiling will exclusively retribute the actual admission charge and the travelling expenses incurred, if the visitor has to leave the museum premises prematurely due to an unannounced exercise within the framework of the health and safety rules, as well as in the case of a real calamity which necessitates the complete or partial evacuation of the premises.

Actual stay on the museum premises

Section 3.1

During their stay on the museum premises visitors should behave properly in accordance with public order, good manners, and the rules of the event being visited. Visitors are also obliged immediately to follow the directions and instructions of officers of Museum BroekerVeiling, including the attendants.

If, according to the reasonable judgement of a qualified officer of Museum BroekerVeiling visitors act in any way in contravention of these standards, directions or instructions, they can be denied further entrance to the museum premises without being entitled to any compensation of the cost of the admission charge or other costs incurred, if any.

Section 3.2

Parents or supervisors of children are at all times responsible and accountable for the behaviour of the children they accompany. Teachers and supervisors of groups are responsible and accountable for the behaviour of all members of the group they accompany.

Section 3.3

The following are, inter alia, forbidden for visitors on the museum premises:

- a. to offer for sale or without charge any kind of goods to third parties;
- b. to obstruct passage for other people deliberately or to obstruct their view of exhibited objects for a prolonged period;
- c. to hinder other visitors, which includes but is not restricted to, the use of mobile telephones, walkmen, or other sources of noise nuisance; the use of such equipment may, however, be explicitly allowed in certain areas by Museum BroekerVeiling;
- d. to bring pets or other animals, unless they are explicitly allowed entrance to certain areas or if it concerns guide dogs which accompany a visitor with an identification pass;
- e. to smoke in all enclosed areas other than in areas designated for smoking by pictogrammes or text;
- f. to bring food and consumptions into the enclosed areas of the museum premises;
- g. to bring dangerous objects or substances into the museum premises, which includes but is not restricted to walking sticks, umbrellas or large bags, if considered to be so by an officer of Museum BroekerVeiling; these objects may be left at a location designated by Museum BroekerVeiling;

- h. to use private means of transport, which includes, but is not restricted to, wheelchairs, prams and buggies in enclosed areas designated by Museum BroekerVeiling, other than those made available by the museum;
- i. to touch exhibited objects and exhibition material such as showcases, lighting, partitions, etc., unless this is emphatically and explicitly allowed. Parents or supervisors of children should rigorously see to it that exhibited objects are not touched by the children they accompany. Small children should be taken by the hand or be moved in buggies; teachers and supervisors are equally held to see to it that group members under their supervision do not touch exhibited objects.

Section 3.4

In special cases which may reasonably be required for the overall security of people or the safety of the collections, an executive officer of Museum BroekerVeiling can ask to inspect (hand) luggage brought along by the visitor. If considered necessary, specially prepared and trained personnel may, moreover, ask the visitor upon entering or leaving the museum premises to cooperate in a security search. The potential visitor will be warned before entering the museum premises that this measure is operative.

Section 3.5

It is forbidden to the visitor to make public or reproduce photographic, video or film shots in whatever way and with whatever medium, which includes electronic media, unless previous, written permission is given by the executive staff of Museum BroekerVeiling, and to make public or reproduce these photographic, video and film shots.

Section 3.6

Museum BroekerVeiling uses a closed circuit security system. Visitors agree that video images may be taken of them.

Section 3.7

Entrance to the museum premises can be denied for good or for a definite period to a visitor who has during one or more previous visits to a Dutch museum deliberately damaged an object or who warrants fear of damage or inconvenience; the museum may in any case subject this visitor to the measures mentioned in section 3.4 of these Conditions for Visitors during all his visits.

The decision to deny access should be made known to this visitor immediately and with explanations, if possible in writing.

Complaints and claims

Section 4.1

Museum BroekerVeiling will do everything possible to let the visit to the museum premises or the exhibitions and events organised by Museum BroekerVeiling take place according to the published offer; this includes the obligation to inform the public as clearly as possible about total, partial or advanced closure of the museum premises and/or exhibitions organized by Museum BroekerVeiling. Moreover Museum BroekerVeiling will inform the potential public about maintenance work which may be a hindrance or the rebuilding or the designing/redesigning of areas. The visitor can never derive the right to compensation for these matters.

Section 4.2

Claims can not be made with reference to the following, for Museum BroekerVeiling unavoidable, complaints and circumstances, and will therefore never lead to any obligation to compensation from the museum to the visitor:

- a. complaints referring to objects not being visible from the permanent collection of Museum BroekerVeiling;
- b. complaints referring to the partial closure of the museum premises, which include, but are not restricted to, partial closure as a result of the building or dismantling of exhibitions;
- c. complaints and circumstances referring to inconvenience or discomfort caused by other visitors, which include, but are not restricted to, noise nuisance, improper behaviour, theft or molestation;

- d. complaints and circumstances referring to nuisance or inconvenience caused by maintenance activities, which include, but are not restricted to, rebuilding or designing/redesigning of areas;
- e. complaints and circumstances referring to nuisance or discomfort caused by improper functioning of facilities within the museum premises.

Section 4.3

Complaints and requests for claims about the agreement between Museum BroekerVeiling and the visitor should reach Museum BroekerVeiling in writing within six weeks after the visit took place. Complaints and requests for compensation submitted after this period will not be dealt with.

Section 4.4

Museum BroekerVeiling will examine the complaint and reply in writing within 30 days of receipt. If the examination has not yet been completed by that time, this will be communicated to the complainer, together with the expected moment when this will be completed.

Section 4.5

The visitor may submit complaints, claims, and suggestions for improvement in writing.

Liability of the museum

Section 5.1

Museum BroekerVeiling can never be held responsible for damage due to quotations, information or other information given by Museum BroekerVeiling and/or third parties to the visitor unless, and in so far as, this damage is the direct result of the wilful intent or gross negligence of Museum BroekerVeiling and/or its officers.

Section 5.2

The visitors' stay on the museum premises is for their own account and risk. The museum is only liable for material or consequential damage suffered by the visitor or injury sustained by the visitor if it is the direct and exclusive result of wilful intent or gross negligence of the museum, on the understanding that only the claim can be compensated for which the museum is insured, or should have been insured in fairness and justice.

Section 5.3

In no case is Museum BroekerVeiling obliged to pay a higher amount in damages than:

- a. the actually paid admission charge and the actually incurred travelling expenses or, if this is more,
- b. the amount paid by the insurer of Museum BroekerVeiling to Museum BroekerVeiling for the amount paid for the damage, or,
- c. the compensation obtained from a third party for the damage.

Section 5.4

Museum BroekerVeiling is never liable for damage caused to vehicles of the visitor unless, and in so far as, damage came into being on or within the museum premises and if, and in so far as, this damage is the direct result of the wilful intent or gross negligence of Museum BroekerVeiling and/or its officers.

Section 5.5

Museum BroekerVeiling is never liable for any direct/indirect damage whatsoever, occasioned as the direct/indirect result of any defect, any quality or circumstance of, in or on any immovable property of which Museum BroekerVeiling is holder, tenant/hereditary tenant, lessee or owner, or which is otherwise at the disposal of Museum BroekerVeiling, except if, and in so far as, the damage is the direct result of the wilful intent or gross negligence of Museum BroekerVeiling and/or its officers.

Section 5.6

If Museum BroekerVeiling accepts goods or if goods are, in whatever way, wherever, by whomever, handed in, kept, and/or left behind without asking Museum BroekerVeiling for any compensation for them, then Museum BroekerVeiling is never liable for damage to, or in connection with, goods in whatever way it may have

occurred unless Museum BroekerVeiling has caused deliberate damage or if the damage is the result of gross negligence of Museum BroekerVeiling.

Section 5.7

The total liability of Museum BroekerVeiling due to imputable shortcomings in observing the visiting agreement is restricted to compensation of direct damage and shall in no case be more than the compensation agreement described under 5.3.

Section 5.8

In the case of damage arising from death or bodily injury, the total liability of Museum BroekerVeiling will never be more than the compensation agreement described under 5.3.

Section 5.9

The liability of Museum BroekerVeiling through indirect damage, including consequential damages, deprivation of profit or wages, missed savings, etc., is excluded.

Section 5.10

The maximum amounts mentioned in section 5.3 will, however, be disregarded if, and in so far as, the damage is the result of the wilful intent or gross negligence of Museum BroekerVeiling and/or its officers.

Force majeure

Section 6.1

Force majeure which prevents possible shortcomings caused by it from being claimed from Museum BroekerVeiling, will apply to any unforeseen circumstance that will make implementation of the agreement by Museum BroekerVeiling so difficult that temporary or permanent implementation of the agreement will be impossible or difficult.

Section 6.2

By such circumstances are also understood circumstances with regard to persons and/or services, and/or institutions which Museum BroekerVeiling wished to use for the implementation of the visiting conditions, as well as anything that applies to the above-mentioned as force majeure or suspending or dissolving conditions, as well as imputable shortcomings from the above-mentioned.

Lost property

Section 7.1

Lost property found by the visitor on the museum premises can be handed in at the reception.

Section 7.2

Museum BroekerVeiling will do its utmost to trace the owner of the lost property.

Section 7.3

If the owner of the lost property contacts the museum, he/she has the choice of coming to retrieve the property himself/herself or have it sent to him/her cash on delivery. In both cases he/she must produce proper evidence of identity.

Other conditions

Section 8.1

The applicability of these Conditions for Visitors does not detract from the applicability of other (contractual) conditions and/or regulations of Museum BroekerVeiling, if any.

Applicable law**Section 9.1**

These Conditions for Visitors and the agreement between the visitor and Museum BroekerVeiling are governed by Dutch law.

Section 9.2

All disputes resulting from the agreement between the visitor and the museum will be exclusively submitted to the competent court in Langedijk.

These Conditions for Visitors have been established by the administration of Stichting Museum BroekerVeiling on the 19th of August 2010 and registered at the Chamber of Commerce, i.g. Kamer van Koophandel Noordwest-Holland in Alkmaar.

In the event of dispute and/or argument about claims between the visitor and Museum BroekerVeiling, the Dutch version of the Conditions for Visitors will exclusively apply.

The director of Museum BroekerVeiling,
Ron Wolters.