# **GENERAL TERMS AND CONDITIONS FOR VISITORS**

STICHTING HET RIJKSMUSEUM AMSTERDAM

#### 1. General Provisions: Definitions

- 1.1 Rijksmuseum: The Rijksmuseum Foundation [Stichting Het Rijksmuseum], which pursuant to its object displays works of art and historical objects to a national and international public.
- 1.2 Rijksmuseum Building: the areas open to the public in and around the buildings of the Rijksmuseum, including the museum gardens.
- 1.3 Visitor: any person who, with or without a valid Admission Ticket, enters the Rijksmuseum Building.
- 1.4 Entrance Ticket: a ticket giving the Visitor access during normal opening hours to the exhibition areas in the Rijksmuseum Building.
- 1.5 Admission Ticket: an Entrance Ticket (whether or not in combination with a discount card) or a similar ticket (such as a written invitation, voucher or annual season ticket) which gives access to a (possibly specified) area or areas in the Rijksmuseum Building.
- 1.6 Goods: all goods, including moneys, monetary instruments and negotiable instruments.

## 2. Applicability

- 2.1 These Terms and Conditions shall apply to all Visitors to the Rijksmuseum Building.
- 2.2 These Terms and Conditions shall also apply to all natural persons and/or legal persons whom the Rijksmuseum engages within the context of its object.
- 2.3 Deviations from these Terms and Conditions shall only be valid if they have been agreed explicitly and in writing.

# 3. Admission to Rijksmuseum Building

- 3.1 A Visitor shall only be entitled to enter the exhibition areas of the Rijksmuseum Building on presentation of a valid Admission Ticket.
- 3.2 A Visitor shall be denied admission (or further admission) to the Rijksmuseum Building if it appears that
- a. the Admission Ticket has not been issued by the Rijksmuseum or a body authorised by the Rijksmuseum for that purpose;
- b. the Visitor is under the influence of alcohol, drugs or substances with similar effects;
- c. the Visitor is disturbing the peace or appears to have the intention to do so;
- d. the Visitor wishes to enter the museum with bare feet or a bare upper body.

- 3.3 An Entrance Ticket purchased in advance shall become invalid by the mere expiry of the period stated on the said Entrance Ticket.
- 3.4 The Rijksmuseum shall be entitled to alter its normal opening hours to allow for occasional first-aid drills and emergency exercises (as referred to in Article 23 of the Working Conditions Act [Arbowet]) or, in the event of an emergency, to allow for the total or partial evacuation of the Rijksmuseum Building as the Rijksmuseum considers necessary.
- 3.5 In the Rijksmuseum Building, the Visitor and his or her bags shall be subject to security screening. In this context, the Visitor may be asked for his or her cooperation while Rijksmuseum employees or others acting on their behalf search bags and other items. Visitors who refuse to allow their bags or other items to be searched may be refused admission to the Rijksmuseum and shall not be entitled to a refund.
- 3.6 The following items may not be taken into the Rijksmuseum Building:
- a. rifles, guns and fire-arms: any object that can be used to shoot a projectile or that can cause injury or material damage, or that seems to be able to do so;
- b. pointed and/or sharp weapons and sharp objects: objects with pointed or cutting edges that could cause injury or material damage;
- c. blunt objects that could cause injury;
- d. explosive and inflammable substances;
- e. chemical and toxic substances;
- f. bottles or bottles containing liquid.

If any of these items are discovered during the security screening, they shall be confiscated. If the Visitor in possession of such items does not wish to surrender them, he or she shall be refused admission to the Rijksmuseum Building. Items discovered during the security screening that are forbidden by law shall be handed over to the police. The Visitor who was in possession of such objects may be apprehended and handed over to the police.

- 3.7 For reasons of security, the Visitor must be able to identify himself. A Visitor whose face is not visible and who refuses to show his or her face during the security screening shall be refused admission to the Rijksmuseum Building.
- 3.8 Entering the Rijksmuseum Building on scooters, skates or skateboards shall be prohibited.

## 4. Visit to the Rijksmuseum Building

- 4.1 The Visitor's visit to the Rijksmuseum Building shall be at his or her own expense and risk.
- 4.2 The Visitor shall be obliged to comply with these General Terms and Conditions for Visitors and with any directions or instructions given by persons clearly identifiable as Rijksmuseum employees. If, at the discretion of Rijksmuseum employees, a Visitor acts in any way in contravention of the General Terms and Conditions for Visitors, or directions or instructions he or she receives, he or she could be refused subsequent admission to the Rijksmuseum Building, without the Rijksmuseum being liable to

compensate any loss and/or damages or pay any refund. If a Visitor repeatedly violates the provisions of the General Terms and Conditions for Visitors or any directions or instructions given by the employees, the Rijksmuseum may deny him or her admission to the Rijksmuseum Building for a certain period of time. The Visitor shall be informed immediately – if possible in writing – that he or she shall be denied admission.

- 4.3 Children younger than 12 shall only be permitted to enter the Rijksmuseum Building if accompanied by an adult.
- 4.4 Only bags of A4 format or smaller are permitted in the Rijksmuseum Building. All other objects are prohibited. The Rijksmuseum reserves the right to refuse to keep objects in the cloakroom. All carriages (prams, pushchairs and wheelchairs) may be subject to searches.
- 4.5 The Visitor shall be liable for any damage he or she causes.
- 4.6 The Rijksmuseum operates CCTV surveillance in the Rijksmuseum Building. Images will be kept in accordance with the relevant legal provisions (the Personal Data Protection Act [Wet Bescherming Persoonsgegevens]) and, if necessary, made available to the police.
- 4.7 The Rijksmuseum shall be entitled to refuse admission to the Rijksmuseum Building for a certain period of time to any Visitor who during one or more previous visits to the Rijksmuseum Building or to another museum damaged an object through negligence, gross negligence or an intent, or if for any other reason there is justifiable fear that the Visitor will cause damage. The Rijksmuseum shall in any case be entitled to subject such a Visitor, during all his or her visits, to the measures referred to in Article 4.8. The Visitor shall be informed immediately if possible in writing that he or she shall be denied admission.
- 4.8 In the event of an emergency, for example the sudden disappearance of a work of art, a terrorist attack or other kind of violence, the Rijksmuseum shall be entitled to close the doors and to subsequently let out Visitors one by one. The Visitor may then be requested to cooperate with the inspection, by or on behalf of employees of the Rijksmuseum, of his or her bag and other objects. A Visitor who refuses to cooperate with such inspection will be requested to furnish proof of identity before leaving the Rijksmuseum Building.
- 4.9 The Rijksmuseum regularly grants permission for photographs, video recordings and filming in the Rijksmuseum Building. The material produced may be used for marketing purposes on the website, in brochures, etc. By entering the Rijksmuseum Building, the Visitor declares that he or she agrees to the publication of this material. Any objections a Visitor may have to the publication of visual material in which he or she is recognisable should be made known to the Rijksmuseum which shall do its utmost to prevent publication of the material.

#### 5. Museum Rules

5.1 While in the Rijksmuseum Building, the Visitor:

- a. shall not touch objects on display; parents and teachers or supervisors must closely monitor the minor(s), individuals or groups they are accompanying or are joined by, to ensure that they do not touch any of the objects on display:
- b. shall not offer goods of any kind for sale to third parties, or provide goods free of charge;
- c. shall not be a nuisance to other visitors by their actions, including, but not limited to, blocking the view of objects on display for a long period of time and making noise;
- d. shall not bring any animal (including a pet) with him or her, with the exception of a service dog;
- e. shall not smoke:
- f. shall not consume food or drink, except in the café/restaurant and the museum gardens; without prejudice to the obligation to consume some form of refreshment when using the café/restaurant; food and bottles of drinks may not be taken into the exhibition areas:
- g. shall not take photographs, make video recordings or film if this involves the use of lamps, flash equipment and/or a tripod without the prior written permission from the Board of Directors of the Rijksmuseum;
- h. shall not draw or paint without the prior written permission of the Rijksmuseum. The Visitor can ask for such permission at the information desk.
- 5.2 Parents, teachers and other supervisors shall be responsible and accountable at all times for the behaviour of the minors, individuals or groups they are joined by or are accompanying.
- 5.3 At least two supervisors must accompany every group of 15 primary school children. At least one supervisor must accompany every group of 15 secondary school pupils. The Rijksmuseum retains the right to refuse admission to groups that do not comply with these standards.
- 5.4 For tours of the museum a maximum of 15 people applies per Rijksmuseum tour guide and a maximum of 20 people per guide for other tour guides.
- 5.5 Without prejudice to the provision in 5.1g, photographs, video recordings or films made in the Rijksmuseum Building may only be used for commercial purposes with the explicit written consent of the Rijksmuseum, with the relevant rates of payment applying.
- 5.6 Without prejudice to the other provisions in these Terms and Conditions for Visitors, smoking, drinking alcohol, being in possession of a bicycle or barbecue, and building an open fire is prohibited in the museum gardens.

#### 6. Refunds

- 6.1 The Rijksmuseum is not obligated to refund an unused Entrance Ticket.
- 6.2 The following circumstances shall in no case lead to any obligation on the part of the Rijksmuseum to refund the Visitor for any moneys paid or to pay damages:
- a. objects in the permanent collection of the Rijksmuseum not being visible;
- b. the Rijksmuseum Building being partially closed, including, but not limited to, it being partially closed as a result of the construction or dismantling of exhibitions;

- c. a change in the regular opening hours in connection with drills relating to company emergency response provision, or, in the event of emergency, partial or complete evacuation of the Rijksmuseum Building deemed necessary by the Rijkmuseum;
- d. nuisance or inconvenience caused by other Visitors, including, but not limited to, noise nuisance, inappropriate behaviour (including wilful damage), or theft;
- e. damage caused by other Visitors;
- f. nuisance or inconvenience caused by maintenance work, including, but not limited to, the rebuilding or the arranging/rearranging of spaces;
- g. nuisance or inconvenience caused by facilities in the Rijksmuseum Building not functioning properly;
- h. denial of entry to the Rijksmuseum Building;
- i. loss of the Admission Ticket/Entry Ticket.

# 7. Liability

- 7.1 The Rijksmuseum shall only be liable for damage sustained by the Visitor which is the direct consequence of gross negligence or of an intent on the part of the Rijksmuseum. Liability is in any case limited to the lower of the following two sums:
- a. the sum paid out to the Rijksmuseum by its insurance company with respect to that individual claim; or
- b. the reimbursement made to the Rijksmuseum by a third party with respect to the damage with respect to that individual claim.
- 7.2 In the event of damage and/or loss caused by death or physical injury, the total liability of the Rijksmuseum shall in no case amount to more than the arrangement for compensation specified in Article 7.1.
- 7.3 The Rijksmuseum shall in no case be liable for indirect damage, including consequential damage, lost profits, salary or savings, etc.

## 8. Force Majeure

- 8.1 Any foreseeable or unforeseeable circumstance which impedes the performance of the agreement by the Rijksmuseum, in such a way as to make performance of the agreement impossible or difficult, either permanently or temporarily, shall constitute force majeure with respect to the Rijksmuseum and as such shall mean that the Rijksmuseum shall not be accountable for any resulting shortcoming.
- 8.2 Such circumstances shall include circumstances affecting persons and/or services and/or institutions which the Rijksmuseum wishes to make use of in performing the visitor agreement, as well as everything with respect to the aforesaid which shall constitute force majeure, a suspensive condition, a resolutory condition, or an attributable shortcoming on the part of the aforesaid.

## 9. Lost Property

- 9.1 Lost property found by the Visitor in the Rijksmuseum Building should be handed either to a Rijksmuseum employee or to the ticket desk or the information desk of the Rijksmuseum.
- 9.2 The Rijksmuseum shall take charge of any lost property and, should it be valuable, shall pass it on to the Amsterdam police (Bureau Gevonden Voorwerpen, Korte Leidsedwarsstraat 52, 1071 RC Amsterdam).
- 9.3 Should the alleged owner of a piece of lost property make him or herself known, he or she shall have the option of collecting the property himself or herself or of having it sent to him or her, cash on delivery. In either case, the owner shall provide proper proof of identity. Should the Rijksmuseum be in any doubt as to the status of the supposed owner, it shall be entitled to require proof of ownership to be provided.
- 9.4 The Rijksmuseum retains the right to destroy lost property that has not been claimed within three months.

## 10. Complaints

10.1 Should the Visitor wish to register a complaint, he or she may do so by filling in the form provided for the purpose, which is available from the information desk.

# 11. Other Terms and Conditions and Applicable Law

- 11.1 The applicability of these General Terms and Conditions for Visitors shall not prejudice the potential applicability of other contractual terms and conditions and/or regulations applied by the Rijksmuseum, such as those published from time to time on www.rijksmuseum.nl.
- 11.2 These General Terms and Conditions for Visitors and the agreement between the Visitor and the Rijksmuseum shall be subject to Dutch law.

The Rijksmuseum's General Terms and Conditions for Visitors have been approved by the Board of Directors of the Rijksmuseum and are filed with the Amsterdam Chamber of Commerce under number 41215141. The General Terms and Conditions for Visitors are published on www.rijksmuseum.nl.

Stichting het Rijksmuseum in Amsterdam Board of Directors

**April 2013**