Miffy Museum

General Visitors Conditions

1. General provisions: Definitions

1.1 In these general visitors conditions, the following terms will have the following meanings.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Museum</td>
<td>&quot;Stichting Centraal Museum&quot;, a civil-law foundation, which, in accordance with its objects, opens for museum purposes the buildings known locally as &quot;het nijntje museum&quot;, &quot;het Centraal Museum&quot;, and &quot;Rietveld Schröder huis&quot;.</td>
</tr>
<tr>
<td>Museum Building</td>
<td>The combination of areas (built-up and non-built-up) opened to the public and forming part of, or pertaining to, the buildings known locally as &quot;het nijntje museum&quot;, &quot;het Centraal Museum&quot;, and &quot;Rietveld Schröder huis&quot;.</td>
</tr>
<tr>
<td>Visitor</td>
<td>Any person who enters the Museum Building.</td>
</tr>
<tr>
<td>Admission Ticket</td>
<td>An admission ticket that gives the Visitor access to the public areas in the Museum Building during regular opening hours.</td>
</tr>
<tr>
<td>Group</td>
<td>A group of Visitors.</td>
</tr>
<tr>
<td>Product/s:</td>
<td>Any product offered and sold by the Museum.</td>
</tr>
<tr>
<td>Agreement:</td>
<td>An agreement for the purchase and delivery of Products or an Admission Ticket.</td>
</tr>
<tr>
<td>Visitors Conditions:</td>
<td>These general visitors conditions.</td>
</tr>
<tr>
<td>Offer:</td>
<td>Any offer by the Museum for the purchase and delivery of Products or an Admission Ticket.</td>
</tr>
<tr>
<td>Officer:</td>
<td>An officer, recognizable as such, designated by, and working for, the Museum.</td>
</tr>
</tbody>
</table>

2. Applicability

2.1 The Visitors Conditions will apply to all Visitors.

2.2 Any derogations from the Visitors Conditions will be valid only if agreed in writing.

3. Access to the Museum Building

3.1 A Visitor will be permitted to enter the Museum Building only on presentation of a valid Admission Ticket.

3.2 A Visitor may be denied access to the Museum Building if it turns out that:
   a. the Admission Ticket, the reduced-rate ticket or the voucher has not been acquired from the Museum or another Museum authorized agency;
   b. he/she is under the influence of alcoholic beverages, illicit drugs or substances equated with same;
   c. he/she disturbs, or intends to disturb, the order;
   d. he/she wishes to enter the Museum Building barefoot and/or bare-chested.

3.3 An Admission Ticket will lose its validity by the mere expiry of the date stated in the Admission Ticket.

3.4 The Visitor will at all times be required, on request, to present the Admission Ticket and a card or voucher entitling the holder to a reduction of the admission fee, if any, if so requested, to cooperate in a body search. If a Visitor refuses to cooperate, he/she may be denied (further) access to the Museum Building, without any right arising on the part of the Visitor to claim compensation of costs or a refund. If caught in the very act of any criminal offence, a Visitor may be arrested and handed over to the police.

3.5 The Museum is entitled to adjust the regular opening hours (i) to occasional drills for emergency response purposes (Section 23 of the Dutch Working Conditions Act [Arboweel] or (ii) in case of an emergency, to an evacuation of all or part of the Museum Building as deemed necessary by the Museum.

3.6 The Museum exercises access control in respect of a Visitor and his/her luggage. In this respect, the Visitor may be required to allow inspection of the hand luggage carried by the Visitor. All prams, buggies and invalid vehicles and such like may be searched. Moreover, a Visitor will be required, when entering or leaving the Museum Building, if so requested, to cooperate in a body search. If a Visitor refuses to cooperate, he/she may be denied (further) access to the Museum Building, without any right arising on the part of the Visitor to claim compensation of costs or a refund. If caught in the very act of any criminal offence, a Visitor may be arrested and handed over to the police.

3.7 It is not permitted to carry rucksacks, bags, umbrellas, baby back carriers, prams (with the exception of buggies), substances and objects that may cause injury to persons and objects, or to carry other large objects. Non-foldable,
sizable objects (30x30x15cm) must be left behind by the Visitor in the wardrobe of the Museum Building. The Museum may refuse to store larger objects.

3.8 A Visitor must be able to identify himself/herself. A Visitor whose face is covered and who refuses on access control to show his/her face will not be admitted to the Museum.

3.9 The Museum will inform a Visitor, as well as reasonably possible, on (i) closing, or early closing, of all or part of the Museum Building and/or (ii) exhibitions organized by the Museum, maintenance on, or renovation or (re)decorating of, all or part of the Museum Building. A Visitor cannot derive any rights from the foregoing.

4. A Visit to the Museum Building

4.1 Visitors visit the Museum Building at their own expense and risk.

4.2 A Visitor is to act in accordance with the Visitors Conditions as well as to observe any directions and instructions given by Officers.

4.3 If, in the Museum’s opinion, a Visitor has acted contrary to the Visitors Conditions in any way, he/she may be denied further access to the Museum Building, without any liability arising on the Museum’s part to pay damages or a refund.

4.4 If a Visitor repeatedly violates the Visitors Conditions or any directions or instructions given by the Officer, the Museum may deny him/her access to the Museum Building for a limited period of time. A decision to deny access to the Museum Building will be communicated by the Museum to the Visitor.

4.5 Visitors under the age of twelve (12) may visit the Museum Building only accompanied by an adult. Parents and supervsors will be fully responsible and liable for the conduct of said Visitors under the age of twelve (12). They will, inter alia, ensure that the Visitors under the age of twelve (12) do not touch the exhibited objects.

4.6 Supervisors of Groups will be fully responsible and liable for the conduct of the Group supervised by them. They are to accompany the Groups during the visit to the Museum Building and to observe the instructions given by the Officer. They will, inter alia, ensure that the Visitors accompanied by them do not touch the exhibited objects.

4.7 In the Museum Building a Visitor may not:
   a. offer goods of any nature whatsoever to any other Visitor;
   b. intentionally block the way or the view of exhibited objects for other Visitors for a long period of time;
   c. cause nuisance to other Visitors in terms of noise, including but not limited to a Visitor’s use of mobile telephones and mobile audio equipment;
   d. run, scream or smoke in the Museum Building;
   e. bring pets or other animals;
   f. carry or use illicit intoxicants in the Museum Building;
   g. use foodstuffs and refreshments, except in the areas of the Museum Building designated for such purpose by the Museum;
   h. at the discretion of an Officer, carry hazardous objects or substances, in any event including but not limited to wet clothing, umbrellas or large bags (exceeding A4 format), rucksacks, back carriers, or objects larger than 30x30x15cm. Any such (hazardous) objects or substances are to be surrendered/left behind in a location to be designated by an Officer;
   i. touch any objets d’art;
   j. touch any exhibited objects or exhibition materials, including but not limited to display cases, lighting or partition walls;
   k. move around on scooters, segways, hover boards, smart balance wheels, roller skates, skateboards, footsteps or similar means of transportation; or
   l. pass any physical and visual separations.

4.8 Visitors, parents of minor Visitors, and supervisors of Groups will be liable for any damage caused by a Visitor under their responsibility.

4.9 Save with the Museum’s prior written consent, a Visitor may not use any lamps, flashers, selfie sticks or stands to make photo, video or film recordings. Furthermore, a Visitor may not, other than for known non-commercial purposes, publish or reproduce any recordings as referred to in article 4.9 above, in any way and using, or on, any carrier whatsoever. During musical or other performances in or near the Museum Building, the Visitor will not be permitted, without the Museum’s prior written consent, to make any photo, video, film, audio or other recordings thereof.

4.10 The Museum may, either permanently or for a limited period of time, deny a Visitor who intentionally caused damage to an object during one or more previous visits to another museum, or otherwise misbehaved, access to the Museum Building.

4.11 There is camera surveillance in and around the Museum Building. Camera footage is retained and, where necessary, made available to the police in accordance with the Dutch Personal Data Protection Act [Wet Bescherming Persoonsgegevens].

4.12 In case of an emergency, the Museum is entitled to close the doors to the Museum Building and to lead the Visitors out. Every Visitor may be requested to cooperate in an inspection by or on behalf of an Officer, of bags, vehicles and
other objects. A Visitor who refuses to cooperate is to identify himself/herself to an Officer before leaving the Museum Building.

4.13 The Museum frequently has photo and film reports made in the Museum Building. This material may be used for publicity purposes. By visiting the Museum, a Visitor agrees to the foregoing.

4.14 In the garden pertaining to the Museum Building it is not permitted to use any refreshments brought by the Visitor himself/herself, to ride a bicycle, to barbecue, or to make open fires.

5. Refund

5.1 A Visitor is not entitled to a refund of the admission fee or any other compensation in the event of loss or theft of the Admission Ticket outside the Museum Building.

5.2 A Visitor’s decision not to use the Admission Ticket is at his/her own expense and risk. The same holds true if the Admission Ticket is valid only for a limited period of time or on a specific date.

5.3 An expired and unused Admission Ticket cannot be exchanged for a new and valid Admission Ticket. Nor will any refund be paid in such event, unless force majeure on the part of a Visitor renders it impossible for him/her to visit the Museum. Any such situation will be at the sole discretion of the Museum.

5.4 A refund will not be possible in the event of complaints from a Visitor relating to:
   a. the fact that objects from the Museum’s permanent collection are not on display;
   b. the Museum Building is partially closed, including but not limited to a partial closing as a result of the set-up or pull-down of exhibitions;
   c. an adjustment to the regular opening hours in connection with drills for emergency response purposes or an emergency;
   d. nuisance or inconvenience caused by other Visitors, as a result of, inter alia, noise nuisance, inappropriate behaviour, theft or molestation;
   e. nuisance or inconvenience caused by maintenance on, or renovation or re(decorating) of, the Museum Building;
   f. nuisance or inconvenience caused by improper performance of facilities in the Museum Building;
   g. nuisance or inconvenience caused by (large) visitor's volumes.

6. Museum’s Liability

6.1 In no event will the Museum be liable for any damage caused by quotations, communications or other information provided by the Museum and/or any third parties to a Visitor.

6.2 Unless a Visitor demonstrates that damage is the direct result of willful misconduct or gross negligence on the part of the Museum, the Museum or any third parties engaged by the Museum will not under any circumstances be liable to a Visitor for any damage or loss of any nature whatsoever, suffered in connection with the Agreement or the performance thereof. In no event will the Museum be liable for any indirect damage suffered by a Visitor in that respect.

6.3 In no event will the Museum be liable for any damage suffered by a Visitor as a result of, or caused by:
   a. non-attributable failure on the part of the Museum in the performance of the Agreement as referred to in article 7 of these Visitors Conditions (“Force Majeure”);
   b. infringement of a third-party intellectual or industrial property right in connection with the Products delivered;
   c. failure to follow the instructions given by an Officer or to comply with the Visitors Conditions;
   d. other Visitors;
   e. the Museum’s acceptance for safekeeping of goods from the Visitors.

6.4 In the event of liability as referred to in this article 6, the scope of such liability will in any event be limited to:
   a. the amount of the actual admission fee paid and the actual travel expenses incurred; or
   b. the amount paid out to the Museum in the relevant matter by the Museum’s insurer; or
   c. the amount of any compensation received by the Museum from a third party in respect of any damage,

the scope of the Museum’s liability in any concrete damage event being limited to the lowest of the amounts referred to under a. to c. above.

7. Force Majeure

7.1 The Museum will not be liable for any damage caused by any failure on its part as a result of force majeure. The Museum may in any event invoke force majeure in the event of circumstances that render the performance of the Agreement by the Museum temporarily or permanently impossible.

7.2 Circumstances as referred to in paragraph 1 of this article 7 are understood to include natural disasters, strike, terrorist attacks, power failure, and construction nuisance.
8. Lost and Found

8.1 Any objects found by a Visitor in the Museum Building are to be handed in with the shop counter, the information centre or an Officer.

8.2 The Museum will make reasonable efforts to trace the owner of, or the party entitled to, the found object. Any objects found with respect to which no owner or entitled party has reported to the Museum within six (6) months of being handed in as referred to in paragraph 1 of this article 8 will be transferred to the civil-law foundation “Stichting de Arm”.

8.3 An owner or entitled party may choose to collect the found object themselves or to have it sent to them COD. In either case, the owner or entitled party must identify themselves.

9. Complaints

9.1 A Visitor may lodge complaints or submit suggestions for improvement in writing or by email by filling out a complaints and suggestions form, available from the cash register or the information desk.


10.1 If any provision of the Visitors Conditions is void or voided, the other provisions of the Visitors Conditions will remain in effect, and the void or voided provision will be replaced by a valid provision corresponding with the purport of the original provision to the extent possible.

10.2 The Museum will be entitled to outsource the performance of all or part of its obligations ensuing from the provisions of the Visitors Conditions to qualified third parties.

11. Applicable Law and Competent Court

11.1 The Agreement and these Visitors Conditions will be governed by the laws of the Netherlands.

11.2 Any disputes that may arise in connection with the Agreement and the Visitors Conditions will be decided exclusively by the competent judge of the District Court for the Central Netherlands, Utrecht location.

12. Filing

12.1 These Visitors Conditions will be available for inspection by third parties at the information desk of the Museum and have been published on, and can be downloaded from, the Museum website hiijtemuseum.nl.

These General Visitors Conditions of the Museum have been filed with the Trade Register of the Chamber of Commerce under number 56449399.

Stichting Centraal Museum in Utrecht, the Netherlands
Executive Board

November 2015