

General visitor conditions of Museum of the Canals

1 General Provisions: Definitions

1.1 **Museum of the Canals:** Located at Herengracht 386 in Amsterdam, which, by virtue of its objective, depicts the history of the Amsterdam canal belt and thus provides insight into the identity of the city. Museum of the Canals means the organization that manages and operates the museum building, including, but not limited to, the management, curators, attendants and other museum officials who are authorized to act on behalf of this organization.

1.2 **Museum building:** The set of spaces (built and unbuilt) that fall under the legal or management authority of the management of Museum of the Canals, including, but not limited to, exhibition halls, auditoriums and meeting rooms, coffee room, roof terrace, the museum garden, other outdoor space, depot and branches.

1.3 **Visitor:** anyone who, on the basis of a valid admission ticket, or otherwise on the basis of an agreement concluded with Museum of the Canals, enters the museum building to view the exhibition spaces or attends a reception, conference, lecture or similar meeting by invitation.

1.4 **Admission ticket:** proof that grants a visitor access to the exhibition spaces in the museum building during regular opening hours.

1.5 **Goods:** all goods, including money, monetary values and valuable papers.

1.6 **Officials:** all persons who work in the Museum of the Canals on behalf of the Foundation.

1.7 **Visitation:** the inspection of bags, suitcases, jackets and other luggage or objects that visitors carry with them by officials of Museum of the Canals.

2 Applicability

2.1 These conditions apply to all visitors.

2.2 These conditions also apply to all natural persons and/or legal entities engaged by Museum of the Canals in the context of its objectives.

2.3 The applicability of these visitor conditions does not affect the possible applicability of other (contractual) conditions and/or regulations of Museum of the Canals.

2.4 Deviations from these conditions are only valid if expressly agreed in writing.

3 Access to the Museum Building

3.1 All quotations, communications or otherwise provided by the Museum of the Canals are without obligation.

3.2 The visitor is only entitled to enter the museum building upon presentation of a valid admission ticket.

3.3 The visitor will show the admission ticket to employees of the Museum of the Canals upon first request, failing which the Museum of the Canals may deny the visitor access to the museum building.

3.4 The visitor will not receive a refund of the entrance fee in the event of loss or theft of the entrance ticket, unless the visitor has to leave the building prematurely due to an emergency and there is no force majeure on the part of the Museum of the Canals.

3.5 An admission ticket purchased in advance becomes invalid simply by the expiry of the date stated on the admission ticket.

3.6 Purchased tickets are non-refundable. Up to 24 hours before your visit, it is possible to rebook e-tickets to another visit date, if available. Visit date of tickets can be changed free of charge on our website via the ticket support page.

3.7 The visitor will be denied access to the museum building if it appears that:

- a. the admission ticket has not been issued by the Museum of the Canals or an authority authorized by the Museum of the Canals;
- b. the visitor is apparently under the influence of alcoholic beverages, narcotics or similar substances;
- c. the visitor is apparently disrupting the order or has the apparent intention to disrupt the order, or;
- d. the visitor wears clothing that covers his or her face and thus conceals his/her own face.

3.8 Museum of the Canals is entitled to adjust the opening hours to incidental exercises in the context of company emergency response (Article 23 of the Working Conditions Act) or, in the event of an emergency, to a full or partial evacuation of the museum building that the Museum of the Canals considers necessary. Such an adjustment to the opening time does not entitle the visitor to a refund of any entrance fee paid.

3.9 The visitor may be requested by or on behalf of the staff of the Museum of the Canals to grant permission for a search. A visitor who refuses to cooperate with a search may be denied access to the museum building and is not entitled to a refund.

3.10 The Museum of the Canals accepts no responsibility for damage to or loss of goods placed in storage by visitors. All cars (prams, buggies and wheelchairs) can be subject to inspection.

3.11 It is not permitted to bring food, drinks, narcotics, bottles of liquid (including water), or objects or substances that are dangerous in the opinion of the Museum of the Canals into the museum building.

3.12 If the objects referred to in the previous paragraph are found during access control, they may be confiscated. If a visitor does not wish to hand over goods subject to seizure, access to the museum building will be denied.

3.13 Objects found during access control that are prohibited by law will be handed over to the police. A visitor found to have these items will be arrested and handed over to the police.

Objects that pose a risk to the safety of people, works of art or the museum's buildings are prohibited. This includes:

- a. guns, firearms and shooting weapons;
- b. any object with which a projectile can be fired or which can cause injury or damage to property, or which appears to be capable of being used for this purpose;
- c. pointed and/or sharp objects and objects with points or cutting edges that can cause injury or property damage;
- d. explosive and flammable substances;
- e. chemical and toxic substances;
- f. bottles or bottles containing liquid, including water.

If the visitor wants to take one of these objects inside, access to the museum buildings will be denied.

4 Stay in the museum building

4.1 The visitor's stay in the museum building is entirely at the visitor's own expense and risk.

4.2 During their stay in the museum building, the visitor must adhere to the house rules of Museum of the Canals and behave decently towards employees and other visitors of Museum of the Canals, as well as treat the museum collection with respect.

4.3 The Visitor is obliged to immediately follow directions and instructions from Museum of the Canals employees. If, in the opinion of the Museum of the Canals, the visitor acts in any way contrary to the house rules, standards of decency or directions or instructions from museum employees, the visitor may be denied further access to the museum building without the visitor having any right to reimbursement of the costs of the admission ticket or of any nature whatsoever.

4.4 Parents or supervisors of minor children must ensure that exhibited objects and exhibition materials are not touched by the children they bring with them. Parents or other supervisors of minor children are at all times liable for the behavior and actions of the children they bring with them. Teachers and other group supervisors must ensure that exhibited objects and exhibition materials are not touched by the group members they supervise. Teachers and/or the schools under which they belong and other supervisors are at all times liable for the behavior and actions of the students and/or group members they supervise. Parents or other supervisors of minor children and/or teachers and other supervisors of groups are responsible for the safety of the minor children and/or group members they bring with them.

4.5 Visitors are prohibited from, among other things, entering the museum building:

- a. to offer goods of any kind for sale to third parties or to provide them free of charge;
- b. deliberately and persistently blocking the way of other visitors or obstructing the view of exhibited objects for a prolonged period;
- c. to hinder other visitors, for example by using mobile telephones, sound carriers or other sources of noise pollution;
- d. to smoke;
- e. touching exhibited objects and exhibition materials such as display cases, lighting, partitions and the like, unless this is expressly and explicitly permitted. Parents or supervisors of children must strictly ensure that exhibited objects are not touched by the children they bring with them. Small children must be held by the hand or transported in a buggy; Likewise, teachers and group supervisors ensure that the group members they supervise do not touch the objects on display.

4.6 The visitor is prohibited from making photo, video and film recordings using lamps, flash equipment and tripods without prior written permission from the management of the Museum of the Canals.

4.7 It is prohibited to publish or reproduce photo, video and film recordings in any way and by any medium without prior permission from the management of the Museum of the Canals. The Canal Museum can at any time request the release of equipment that can be used to make photo, video and film recordings and keep this for safekeeping during the visitor's stay. The visitor who refuses delivery will be denied further access to the museum building and will not be entitled to a refund.

4.8 In the event of theft, destruction or nuisance by the visitor, including but not limited to the conduct referred to in Articles 4.2 and 4.9, the Museum of the Canals will hold the visitor liable for the damage and report it to the police and the judiciary.

4.9 Museum of the Canals has the right to charge a visitor who has been found to have damaged an object through negligence, gross negligence and/or intent or who, in the opinion of Museum of the Canals, has behaved in a serious manner contrary to the standards of decency, the house rules and/or these visitor conditions. to deny access to the museum building permanently or for a period to be determined by the Museum of the Canals.

4.10 Museum of the Canals reserves the right to pass on the description of a visitor who has damaged an object of Museum of the Canals to another museum and/or the police and/or judicial authorities. By entering the museum building, the visitor gives permission for his personal data to be processed for that purpose.

4.11 If the visitor causes damage to an object of the Museum of the Canals, the Museum of the Canals reserves the right to recover all restoration and repair costs from the Visitor, without prejudice to the right of the Museum of the Canals to full compensation.

4.12 If damage for whatever reason is caused by an underage Visitor, or at least by members of a group of visitors, then in addition to the visitors in question, the parents, supervisors and/or the

organization that has or has booked a group visit will be jointly and severally liable towards the Museum of the Canals. Obligated to compensate the damage caused by the minor visitor(s) and/or the group member(s).

5 Complaints and Refunds

5.1 Complaints related to the visitors agreement must be submitted to the Museum of the Canals through the e-mail address: mail@grachten.museum within eight (8) working days after the day on which the visit took place.

5.2 Complaints submitted after the period referred to in the previous paragraph will not be processed by the Museum of the Canals.

5.3 Museum of the Canals investigates the complaint and, in principle, responds in writing within 30 days of receipt.

5.4 Complaints regarding the following circumstances will not be processed by the Museum of the Canals and will never lead to any obligation to refund monies paid or other compensation by the Museum of the Canals to the visitor:

- a. the non-visibility of objects from the permanent collection of the Museum of the Canals;
- b. the museum building being partially closed, including, but not limited to, partial closure as a result of setting up or taking down exhibitions;
- c. nuisance or inconvenience caused by other visitors, including, but not limited to, noise pollution, inappropriate behavior (including molestation), theft;
- d. damage caused by other visitors;
- e. nuisance or inconvenience caused by maintenance work, including, but not limited to, renovation or (re)designing areas of the museum building;
- f. nuisance or inconvenience caused by the improper functioning of facilities in the museum building;
- g. the absence of the visitor as a result of circumstances over which the Museum of the Canals had or could not have had any influence, such as weather conditions or personal circumstances of the visitor.

6 Liability

6.1 The visitor's stay in the museum building is at the visitor's own expense and risk.

6.2 If the visitor suffers physical injury or worse during his visit to the museum building for whatever reason, for example due to falls or bumps and/or damage or loss of property occurs, the Museum of the Canals excludes liability for this, unless the foregoing is taken into account.

the damage in question can be attributed to the Museum of the Canals if and insofar as it is insured for this or should reasonably have taken out insurance. Liability for damage is then limited to the amount that the insurer will pay out in the appropriate case.

6.3 Museum of the Canals - despite the above exonization - proves to be liable for damage, while there is no insurance coverage in this regard, then in that case and for all other cases its liability will at all times be limited to direct and/or property damage up to a maximum amount of €25,000.00 and only in the event of bodily injury and/or death up to a maximum amount of €250,000.00.

6.4 Liability of Museum of the Canals for indirect damage, including consequential damage, lost profits or wages, lost savings, etc., is always excluded.

6.5 Museum of the Canals liability is excluded for, among other things:

- a. damage resulting from actions of third parties (including visitors);
- b. damage occurred as a result of your own fault, such as failure to follow instructions (in a timely manner) from an employee of the Grachtenmuseum;

6.6 If the Museum of the Canals receives goods or if goods are deposited, stored and/or left behind in any way whatsoever by anyone without the Museum of the Canals stipulating any compensation for this, the Museum of the Canals is never liable for damage to or arising in any way whatsoever in connection with goods.

6.7 The above exclusion of liability and/or limitation of liability do not apply if damage is the result of intent or deliberate recklessness on the part of the Museum of the Canals or its management and this damage is otherwise also attributable to it.

6.8 Museum of the Canals is never liable for damage caused as a result of force majeure on the part of the Museum of the Canals. Force majeure also includes any circumstance independent of the will of the Museum of the Canals, which temporarily and/or permanently prevents access to the museum building, exhibitions and/or fulfillment of the agreement, insofar as this does not already include riots and riots, actions of police and/or fire brigade, strike, weather conditions, fire, power and other serious disruptions and/or public transport not functioning for any reason.

6.9 The above exclusion of liability and/or limitation of liability do not apply if damage is the result of intent or deliberate recklessness on the part of the Museum of the Canals or its management and this damage is otherwise also attributable to it.

7 Found Objects

7.1 Objects found by a visitor in the Museum of the Canals can be handed in either to an official or to the Information desk of the Museum of the Canals.

7.2 The Canal Museum will take found objects into custody.

7.3 If the alleged owner of a found item reports, he or she has the choice of collecting the goods himself or having them sent to him cash on delivery. In both cases, the owner must be able to properly identify himself. If the Museum of the Canals has doubts about the status of the alleged owner, the Museum of the Canals is entitled to require proof of ownership.

7.4 Lost property will be placed on the iLost website. Museum of the Canals reserves the right to destroy found objects that have not been collected after one month.

8 Applicable Law and Choice of Forum

8.1 Dutch law applies to the agreement(s) with the Museum of the Canals and the visitor conditions.

8.2 All disputes arising from the visitor agreement between the visitor and the Museum of the Canals will be submitted exclusively to the competent court in Amsterdam.

9 Other Provisions

9.1 Museum of the Canals reserves the right to change these visitor conditions.

9.2 If it is established that one of the provisions mentioned above is null and void, this nullity will not affect the validity of the other provisions mentioned in these visitor conditions.

9.3 These visitor conditions have been established by the management of the Museum of the Canals and filed with the Chamber of Commerce in Amsterdam.