General Terms and Conditions for Visitors of the Groninger Museum

November 2022

These are the general visitor conditions of **Stichting Groninger Museum van Stad en Lande**, located at Museumeiland 1, 9711ME in Groningen and registered with the Chamber of Commerce under registration number 02058065 (hereinafter referred to as **"Groninger Museum"** or **"the Museum"**). These visitor conditions apply to every visit to the Groninger Museum.

1. Definitions

- 1.1. **Groninger Museum/the Museum:** the Groninger Museum, the Museum building and/or the organisation that manages and operates the Museum and the personnel working for the Museum, such as the management, curators, attendants and other museum officials authorised to act on behalf of this organisation.
- 1.2. **Museum building**: this includes, amongst other things, all spaces (built-up or unbuilt) under the legal or managing authority of the Museum, such as exhibition halls, auditoriums, restaurant, coffee room, terrace, other outdoor spaces, depot and annexes.
- 1.3. **Visitor:** every person visiting the Museum or attending an activity organized by the Museum. This includes, amongst others, persons visiting the Museum in the course of their profession or business, such as suppliers and contractors.

2. Entry to the Museum

- 2.1. During a visit to the Museum, the Visitor is obligated to present a valid entrance ticket and any card or voucher entitling to a discount on the admission price to the Museum.
- 2.2. Entrance tickets can be purchased at the cashier or online in advance. An entrance ticket purchased in advance with a specified time and/or date becomes invalid upon expiry of the specified time or date.
- 2.3. The Visitor will be denied (further) entry to the Museum if and when it appears that:
 - a. the entrance ticket, the discount card or the voucher was not issued by the Museum or a body authorised by the Museum to do so;
 - b. the Visitor is under the influence of alcohol, narcotics or similar substances;
 - c. the Visitor disturbs or intends to disturb the public order;
 - d. the Visitor deliberately damaged an object during a previous visit to a Dutch museum, or fear of damages exists otherwise;
 - e. the Visitor violates these standards, directions or instructions in any way.
- 2.4. Denial of entry under these provisions will not result in any right to reimbursement by the Museum of the costs of the entrance ticket or any other expenses incurred by the Visitor.
- 2.5. The Museum is accessible to Visitors in wheelchairs or small mobility scooters, unless indicated otherwise. The use of other vehicles, including skates and skateboards, is not allowed.

- 2.6. The Groninger Museum will only refund the actual price for the entrance ticket paid by the Visitor and travel expenses incurred by the Visitor if the Visitor has to leave the museum premises prematurely due to an unannounced exercise within the framework of the Emergency Response Services (article 23 of the Dutch Working Conditions Act), as well as in the case of an actual calamity due to which the museum premises has to be evacuated entirely or partly.
- 2.7. Parents or supervisors of children are responsible and accountable for the behaviour of children they have brought with them at all times. Teachers and supervisors of groups are responsible and accountable for the behaviour of group members they are supervising.

3. House rules

- 3.1. In the Museum, the Visitor is not allowed to:
 - a. offer goods of any kind for sale, or provide them free of charge;
 - b. obstruct other Visitors by, including but not limited to, obstructing their view of exhibited objects for an extended period of time or causing noise nuisance;
 - c. bring (domestic) animals, with the exception of assistance dogs;
 - d. smoke;
 - e. eat or drink, except for in the café/restaurant or other designated areas;
 - f. bring dangerous objects or substances, including but not limited to, walking sticks, umbrellas or large bags; these can be stored at a place to be appointed by the Museum;
 - g. bring suitcases and backpacks with a size greater than 40 by 60 cm and weighing more than 10 kg. These can be placed in a locker at the Central Station across from the Museum;
 - h. bring folding bicycles, these can be parked in the bicycle storage or at the bicycle shed at the Central Station;
 - i. use wheelchairs, baby carriages and strollers in enclosed areas to be appointed by the Museum, other than those made available by the Museum;
 - j. touch exhibited objects and exhibition materials such as display cases, lighting, partitions, unless expressly and explicitly permitted. Parents or supervisors of children must supervise strictly that exhibited objects will not be touched by the children they have brought with them. Small children must be held by hand or must be transported by stroller; teachers and supervisors of groups must ensure that the group members they are supervising do not touch the objects on display.
- 3.2. Other than with prior written permission from the management of the Groninger Museum, the Visitor is forbidden to make photos, videos and film recordings using lamps, flash equipment, selfie sticks and tripods.
- 3.3. It is forbidden, other than with prior written permission from the management of the Groninger Museum, to publish or multiply these photos, videos and film recordings, in any way and with whatever medium, including electronic media.

4. Safety measures

4.1. The Museum can deny access to the museum complex permanently or for a certain period of time to a Visitor who deliberately damaged an object during one or more previous visits to a Dutch museum, or who otherwise justifies the fear of damages; in any case, the Museum can subject this Visitor to the measures mentioned in article 3.1 of these Conditions for Visitors during all his visits.

- 4.2. In special cases where the general safety of persons or the collection reasonably requires so, an executive officer of the Groninger Museum, who must be recognizable as such by means of e.g. a badge, can ask to inspect the (hand) luggage carried by the Visitor. If this is deemed necessary, specially educated and trained personnel can also ask the Visitor to cooperate with a security search when entering or leaving the museum complex. The potential Visitor will be warned about this measure before entering the museum complex.
- 4.3. The decision to deny access must be notified to this Visitor without delay and provided with reasons, if possible in writing.

5. **Complaints and refunds**

- 5.1. The Museum shall do everything possible to ensure that a visit to the Museum building or exhibitions and activities organized by the Museum are in accordance with the published offer; this includes the obligation to inform the public to the best of its ability about the full, partial or early closure of the Museum building and/or exhibitions organized by the Museum. Furthermore, the Museum will inform the potential public about disruptive maintenance work, renovations or the (re)arrangement of spaces. The Visitor can never derive a right to compensation from this.
- 5.2. Refunds are not possible regarding the following complaints and circumstances, which cannot be avoided by the Groninger Museum, and therefore will never lead to any obligation for compensation by the Museum to the Visitor:
 - a. complaints relating to the invisibility of objects from the permanent collection of the Groninger Museum;
 - b. complaints relating to the partial closure of the Museum complex, including but not limited to, partial closure due to the construction or dismantling of exhibitions;
 - c. complaints and circumstances relating to nuisance or inconvenience caused by other Visitors, including but not limited to, noise, inappropriate behaviour, theft and molestation;
 - d. complaints and circumstances relating to nuisance or inconvenience caused by maintenance work, including but not limited to, a renovation or the (re)arrangement of spaces;
 - e. complaints and circumstances relating to nuisance or inconvenience caused by the improper functioning of facilities in the Museum complex.
- 5.3. Complaints about and requests for refunds regarding the agreement between the Groninger Museum and the Visitor must reach the Groninger Museum in writing within six weeks after the visit has taken place. Complaints and requests for claims made after this period will not be dealt with.
- 5.4. The Groninger Museum will investigate the complaint and reply in writing within 30 days after reception. If the investigation has not been completed by then, the complainant will be informed of this as well as of the expected moment of completion.
- 5.5. The Visitor can submit complaints, reclamations and suggestions for improvement in writing to info@groningermuseum.nl.

6. Liability of the Museum

6.1. The Museum is only liable for damage suffered by the Visitor if and to the extent that such damage is a direct consequence of gross fault or intent of the Museum.

- 6.2. The Museum is under no circumstances liable to pay a higher amount of compensation than:
 - a. the amount paid by the insurance company of the Groninger Museum to the Groninger Museum with regard to the damage, or;
 - b. the compensation obtained with regard to the damage from another third party.
- 6.3. In the event of damage due to death or physical injury, the Museum's total liability will never exceed the compensation regulation described in article 6.2.

7. Lost and found

- 7.1. Objects found by the Visitor in the Museum building can be handed in at the information desk.
- 7.2. The Groninger Museum will put in every effort possible to trace the owner or rightful claimant of the found object and will keep contact regularly with the local police for this purpose. Found objects will remain in the Groninger Museum for six months.

8. **Other conditions**

8.1. The applicability of these Conditions for Visitors does not affect the possible applicability of other (contractual) conditions and/or regulations of the Groninger Museum.

9. Applicable law

- 9.1. Dutch law is applicable to these Conditions for Visitors and to the agreement between the Visitor and the Groninger Museum.
- 9.2. All disputes arising from the agreement between the Visitor and the Groninger Museum will be submitted exclusively to the competent court in Groningen in case of adjudication.

Stichting Groninger Museum van Stad en Lande

Tel: +31 50 3666555 Email: <u>info@groningermuseum.nl</u>