

GENERAL TERMS AND CONDITIONS FOR VISITS OF MUSEUM DE LAKENHAL

Introduction

Museum De Lakenhal (hereinafter referred to as 'the Museum') makes every reasonable effort to ensure that the visit to the Museum complex and the exhibitions and activities organised by the Museum take place in accordance with the Visitor's wishes. The Museum makes every effort to limit any inconvenience or discomfort to the Visitor to a minimum, as well as to guarantee the safety of the Visitor.

1. General Provisions: Definitions

Article 1.1

'The Museum' and 'Museum De Lakenhal' is meant to mean the organisation that manages and operates the Museum Complex, including, but not limited to, the management, conservators, security guards, admissions staff and other museum officials who are authorised to act on behalf of this organisation.

Article 1.2

The term 'the Museum Complex' refers to all spaces (both built on and not built on) that fall under the legal or management authority of the management of the Museum, including, but not limited to, public areas such as entrance hall, Backyard, Atelier and Auditorium, exhibition halls, office and work areas, meeting rooms, outdoor areas, depot and any annexes, with the exception of the Museum Café.

Article 1.3

The term 'the Visitor' refers to anyone who in any way, directly or indirectly, enters into an agreement with the Museum with the aim of entering the Museum Complex and/or visiting an exhibition or attending an activity organised by the Museum for the regular Visitor during the regular opening hours.

Article 1.4

The 'Terms and Conditions for Visits' are understood to mean the General Terms and Conditions for Visits of Museum De Lakenhal in Leiden, as they have been filed with the Chamber of Commerce in The Hague.

Article 1.5

The 'Privacy Statement' is understood to mean the Privacy Statement of Museum De Lakenhal as it can be found on the website lakenhal.nl.

Article 1.6

The term 'an Event' refers to a festive and/or business activity, a reception or a presentation, all this in the broadest sense of the word, which takes place in the Museum Complex or on the premises of the Museum Complex.

2. Applicability

Article 2.1

These General Terms and Conditions for Visits apply to any agreement as referred to in Article 1.3 between the Museum and a Visitor. The Terms and Conditions for Visits also apply to special activities within or outside regular opening hours and/or aimed at people other than the regular Visitor,

such as in the case of renting rooms, catering, visits to the shop and the like.

Article 2.2

The applicability of the Terms and Conditions for Visits is without prejudice to the possible applicability of other (contractual) conditions and/or regulations of Museum De Lakenhal.

In case of applicability of specific (contractual) conditions of the Museum, the Terms and Conditions for Visits remain in force. In the event of a conflict, the specific conditions and/or stipulations for a special activity will prevail over the Terms and Conditions for Visits.

3. Ticket sales, offers and prices

Article 3.1

All quotations, announcements or information provided by other means by the Museum are not without obligation. The Museum accepts liability for any errors made by the Museum itself in quotations, announcements or information provided by other means to the Visitor. This liability only applies to the Museum's own information material that is present in the Museum or online at the time of the claim, or that has recently been distributed by or on behalf of the Museum. The Museum is not liable for errors due to intent, fault or negligence on the part of third parties.

Article 3.2

The Visitor is at all times obliged, upon first request, to show the admission ticket and any card or voucher that entitles the visitor to a discount on the admission price to officials known as such, including, but not limited to, security guards and admissions staff.

Article 3.3

The potential Visitor is not entitled to a refund of the admission price or any other compensation in the event of loss or theft of the admission ticket before entering the Museum Complex.

If a potential Visitor does not use the pre-purchased admission ticket, this is at the Visitor's own expense and risk; this is also the case if the admission ticket is only valid for a certain time and/or date. Once an admission ticket has been obtained, it cannot be exchanged. There will be no refund of the admission price either. The admission price paid may, however, be refunded if circumstances beyond the control of the buyer make the museum visit impossible, but this shall be at the discretion of the management.

Article 3.4

The Visitor may be refused admission to the Museum Complex if it appears that the admission ticket, discount card or voucher has not been obtained from the Museum or from a body authorised by the Museum to provide these.

Article 3.5

The Museum is entitled to adjust the regular opening hours to incidental exercises within the framework of the in-house emergency response service (Article 23 of the Working Conditions Act (Arbo-wet)) or, in the event of a calamity, to a full or partial evacuation of the Museum Complex deemed necessary by the Museum. Such a change in the regular opening hours does not entitle the Visitor to a refund of any admission price paid.

Article 3.6

The Museum has a cancellation policy for pre-booked guided tours. In the event of cancellation or change by telephone or in writing within a period of five working days before the planned visit, € 45.00 per hour of the guided tour will be charged.

Article 3.7

The (potential) Visitor can never claim any combination of discounts and/or promotion prices. The Museum endeavours to mention this rule as often as possible when publishing discounts and promotions.

4. Stay in the Museum Complex

Article 4.1

The admission ticket gives the Visitor access to the following rooms in the Museum complex: public areas such as entrance, Backyard, Atelier and Auditorium and exhibition rooms. The Visitor is forbidden to stay in, or to go to, any part of the Museum Complex other than that to which the admission ticket entitles the Visitor.

Article 4.2

During the stay in the Museum Complex, the Visitor must behave in accordance with public order, good morals and the rules of decency that apply to the nature of the activity visited. The Visitor is also obliged to immediately follow the instructions given by the Museum's officials known as such, including but not limited to security guards and admissions staff.

If, in the reasonable opinion of an authorised official of the Museum who is recognisable as such, the Visitor in any way contravenes these standards, directions or instructions, the Visitor may be denied further access to the Museum Complex, without the Visitor having any right to reimbursement of the costs of the admission ticket or any other costs incurred.

Article 4.3

Parents or supervisors of children are at all times responsible and accountable for the behaviour of the children they bring with them. Teachers and supervisors of groups are responsible and accountable for the behaviour of their supervised group members. Additional conditions as described in Article 4.9 apply to educational receptions.

Article 4.4

In the Museum Complex, the Visitor is forbidden, among other things, to:

- a. offer goods of any kind for sale to third parties, or to provide them free of charge;
- b. deliberately and for a prolonged time block other Visitors' path, or obstruct their view of exhibited objects;
- c. inconvenience other Visitors, including, but not limited to, by the use of mobile phones, tablets or other sources of excessive noise; the use of such equipment may, however, be explicitly permitted by the Museum in certain rooms;
- d. bring (pet) animals, unless these are explicitly permitted in certain areas or if they are guide dogs and they accompany a Visitor with an identification card;
- e. smoke;
- f. bring with them food and drinks, or to consume such;
- g. carry objects or substances which are, in the opinion of an official of the Museum recognizable as such, dangerous, including, but not limited to, backpacks, umbrellas or bags larger than A4 size; these can be stored in a place to be designated by the Museum;
- h. use wheelchairs, walkers, stools, prams and buggies outside of areas designated by the Museum for this purpose;
- i. touch exhibited objects and exhibition material such as showcases, lighting, partitions, etc., and maintain a distance of less than 40 centimetres from the exhibited objects, unless this is expressly and explicitly permitted. Parents or guardians of children must strictly ensure that the exhibited objects are not touched by the children they have brought with them. Small children should be held by hand or transported by buggy; similarly, teachers and supervisors of groups should ensure that the group members they are accompanying do not touch the exhibited objects.

Article 4.5

In special cases in which the general safety of persons or the collection reasonably requires this, a Museum executive, who must be recognisable as a Museum official, may request access to the (hand) baggage carried by the Visitor.

If deemed necessary, specially trained personnel may also request the Visitor to cooperate in a security search when entering or leaving the Museum Complex. The potential Visitor is warned before entering the Museum Complex that this measure is in force.

Article 4.6

Except with the prior written permission of the management of the Museum, the Visitor is prohibited from making photographs, videos and films using lamps, flash equipment and tripods.

Article 4.7

Camera surveillance is in place in the Museum Complex. Camera images are stored for a period to be determined by the Museum and, if necessary, will be made available to the police. Visitors agree that video recordings of them can be made. Except in the case of calamities that justify a longer storage period, the camera images will be removed and destroyed within 4 weeks of the date on which they were recorded at the latest. The images are viewed by qualified personnel, and are made available at the request of the police in the framework of criminal investigations.

Article 4.8

The Museum may deny access to the Museum Complex to a Visitor who has intentionally damaged an object during one or more previous visits to a Dutch Museum Complex, or who in some other way justifies a fear of damage, for a limited or unlimited period of time; the Museum may in any case subject this Visitor to the measures referred to in Article 3.4 of these Terms and Conditions for Visits during all his visits. The decision to refuse access must be communicated to the Visitor without delay and with reasons, if possible in writing.

Article 4.9

Educational programmes are exclusively for booking by (school) groups, under special conditions. These programmes take place under the supervision of a museum staff member and have a maximum number of participants and fixed start and end times. Teachers and supervisors of groups are responsible and accountable for the behaviour of their supervised pupils and group members. A teacher or supervisor (aged 18 years or older) may supervise a maximum of fifteen pupils.

Article 4.10

Museum De Lakenhal processes the personal data of persons who are guilty of intentionally damaging the Museum Complex or the collection, as well as those who violate the Terms and Conditions for Visits or the House and Behaviour Rules (Huis- en Gedragsregels) of Museum De Lakenhal as an Event Location. Museum De Lakenhal keeps a file with the details of the Visitors who appear on this list in order to be able to deny them access.

Article 4.11

During Events, it is possible for a photographer engaged by Museum De Lakenhal to take photographs and/or make films of the Event, the participants and the Visitors, hereinafter referred to as 'the Recordings'. Museum De Lakenhal assumes that the use of these Recordings on the website and/or its social media falls within its legitimate marketing interests, with due regard for the privacy of those involved. Upon entry, Visitors will be informed of the possibility of such Recordings and their use. Visitors who do not wish to be photographed or filmed are given the opportunity to wear a red sticker so that the photographer is aware of this. Museum De Lakenhal cannot be held responsible for photographs taken by third parties, i.e. its non-official photographer.

5. Accessibility

Article 5.1

The Museum Complex is partly located in a historic building with exhibitions and activities spread over several floors. Museum De Lakenhal is committed to achieving comprehensive accessibility as much as possible. However, both inside and outside the Museum Complex, circumstances that affect

personal accessibility must be taken into account. Individual circumstances and/or the condition of the weather can have a significant impact on this.

Article 5.2

The Visitor is advised to familiarise himself/herself with any restrictions regarding personal accessibility. An overview of these can be found on lakenhal.nl.

Article 5.3

When entering the Museum Complex, the Visitor is advised to familiarise himself/herself with the escape routes to be used in the event of a calamity or threat thereof. The use of elevators is forbidden in case of an emergency.

Article 5.4

For information on the circumstances that may entail restrictions on personal accessibility and possibilities for individual assistance, the Visitor is advised to contact a member of the museum staff in the Museum Complex.

6. Complaints and reclamations

Article 6.1

The Museum will do everything in its power to ensure that the visit to the Museum Complex or the exhibitions and activities organised by the Museum take place in accordance with the published offer; this also includes an obligation to inform the public as effectively as possible about any total, partial or early closure of the Museum Complex and/or exhibitions organised by the Museum. In addition, the Museum informs the potential public about maintenance work, renovations or the (re)furnishing of rooms that may cause inconvenience. The Visitor can never claim a right to compensation from this.

Article 6.2

The following complaints and circumstances that cannot be avoided by the Museum are not eligible for any reclamation and therefore do not lead to any obligation of the Museum to pay compensation to the Visitor:

- a. complaints relating to the non-display of objects from the Museum's permanent collection;
- b. complaints relating to the partial closure of the Museum Complex, including, but not limited to, partial closure as a result of the construction or dismantling of exhibitions and/or collection presentations;
- c. complaints and circumstances relating to nuisance or inconvenience caused by other Visitors, including, but not limited to, excessive 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)furnishing of rooms;
- e. complaints and circumstances relating to nuisance or inconvenience caused by the setting up or closing of, for example, parties, receptions and openings;
- f. complaints and circumstances relating to nuisance or inconvenience caused by the improper functioning of facilities in the Museum Complex.

Article 6.3

Complaints and requests for reimbursement regarding the agreement between the Museum and the Visitor must be submitted within six weeks after the visit took place.

Complaints and requests for reclamation submitted after this deadline will not be considered.

Article 6.4

The Museum will investigate the complaint and answer it in writing within 30 days of receipt.

Article 6.5

The Visitor may submit complaints, reclamations and suggestions for improvement in writing by completing a response card which is available at the information desk, or by sending an email to info@lakenhal.nl.

7. Liability of the Museum

Article 7.1

The Museum can never be held liable for damage caused by quotations, announcements or other forms of information provided to the Visitor by third parties, except if and insofar as this damage is the direct result of an intentional act or omission or gross negligence on the part of the Museum and/or its employees.

Article 7.2

The Visitor's stay in the Museum Complex is at his/her own expense and risk.

The Museum is only liable for property damage and/or consequential damage suffered by the Visitor or injury inflicted on the Visitor that is the direct and exclusive result of an intentional act or omission or gross negligence on the part of the Museum; however, the Visitor is only entitled to compensation for the damage for which the Museum is insured or for which the Museum should have been insured in accordance with the principle of reasonableness and fairness.

Article 7.3

Under no circumstances is the Museum obliged to pay a higher amount of compensation than:

- a. the admission price actually paid or, if higher;
- b. the amount paid by the Museum's insurer to the Museum in respect of the loss or damage, or;
- c. the compensation obtained from another third party in respect of the damage.

Article 7.4

The Museum is never liable for any (in)direct damage whatsoever, caused as a (in)direct result of any defect, any quality or circumstance to, in or on any immovable property of which the Museum is the holder, leaseholder, tenant or owner or which is otherwise at the disposal of the Museum, except if and to the extent that the damage is the direct result of an intentional act or omission or gross negligence on the part of the Museum and/or its employees.

Article 7.5

If the Museum receives goods or if goods are deposited, stored and/or left behind by anyone in any way whatsoever without the Museum charging any remuneration, the Museum is never liable for damage to or in connection with such goods in any way whatsoever, unless the Museum has deliberately caused damage, or the damage is the result of gross negligence on the part of the Museum.

Article 7.6

The Museum's total liability on account of culpable failure to comply with the visiting agreement is limited to compensation for direct damage and shall under no circumstances exceed the compensation scheme described in Article 7.3.

Article 7.7

In the event of damage caused by death or bodily injury, the Museum's total liability shall under no circumstances exceed the compensation scheme described in Article 7.3.

Article 7.8

The Museum's liability for indirect damage, including consequential damage, loss of profit or salary, lost savings, etc., is excluded.

Article 7.9

The maximum amounts stated in Article 7.3 will lapse if and insofar as the damage is the result of an intentional act or omission or gross negligence on the part of the Museum or one of its officials.

8. Liability of Visitors**Article 8.1**

The Visitor to the Museum Complex is liable for all direct and indirect damage that he or she causes, whether or not as a result of non-compliance with these Terms and Conditions for Visits, and indemnifies Museum De Lakenhal against claims from third parties in this respect.

Article 8.2

The (original) owner of the admission ticket is jointly responsible and jointly liable for damage caused by the holder of this admission ticket.

Article 8.3

Parents or supervisors of children are at all times responsible and liable for the behaviour of the minor children they bring with them. Teachers and supervisors of groups are, without prejudice to each person's own responsibility and liability, jointly responsible and jointly liable for the behaviour of the group members they supervise.

Article 8.4

Organisations that organise meetings, events and/or parties in the Museum Complex are at all times responsible and liable for the behaviour of the guests invited by them, without prejudice to such guests' own responsibility and liability.

9. Personal data**Article 9.1**

Insofar as personal data is processed within the framework of these Terms and Conditions for Visits, this is done carefully and in accordance with the rules that follow from the General Data Protection Regulation (GDPR) and the Dutch Implementation Act (Uitvoeringswet). For information about this, the Museum refers to the Privacy Statement of Museum De Lakenhal, which can be found on its website www.lakenhal.nl. The Privacy Statement includes the rights of interested parties with regard to the processing of personal data for which Museum De Lakenhal acts as the data controller.

10. Force majeure**Article 10.1**

Force majeure for the Museum, which means that any shortcoming caused by this cannot be attributed to the Museum, is defined as any unforeseeable circumstance that makes the execution of the agreement by the Museum so difficult that, temporarily or permanently, the execution of the agreement becomes impossible or disproportionately difficult.

Article 10.2

Such circumstances include circumstances involving persons and/or services and/or institutions used by the Museum in carrying out the visiting agreement, as well as everything that applies to the aforementioned as force majeure or as a suspensive or dissolving condition, as well as an attributable

shortcoming on the part of the aforementioned parties.

11. Lost Property

Article 11.1

Lost property found by the Visitor in the Museum Complex can be handed in at the information desk.

Article 11.2

The municipality of Leiden has joined the national website www.verlorenofgevonden.nl, where anyone can register and find lost property.

(Valuable) objects found in Museum De Lakenhal can be registered on this website. The objects should be stored in the cabinet in the control room. If the rightful owner reports to the municipality of Leiden, an official will contact Museum De Lakenhal. If after a year no one has come forward, the object is the property of Museum De Lakenhal. After due consideration, the object will then be donated to charity or destroyed.

For Museum De Lakenhal's lost property records, the lost property form must be completed by the finder or the employee to whom the lost property has been handed over.

A found travel document (passport or identity card) or driver's license must be handed in at the municipality of Leiden: Stadsbouwhuis, Langegracht 72. If you find weapons, drugs or explosives, please contact us immediately. If you suspect that a found object has been stolen, please consult the website www.stopheling.nl.

Article 11.3

If the owner or rightful claimant of a found object presents himself or herself, he or she has the choice to collect the goods or to have them sent to him or her by cash on delivery. In both cases, the owner or rightful claimant must identify himself or herself properly.

12. Other Terms and Conditions

Article 12.1

The applicability of these Terms and Conditions for Visits is without prejudice to the possible applicability of other (contractual) conditions and/or regulations of the Museum.

13. Applicable Law

Article 13.1

These Terms and Conditions for Visits and the agreement between the Visitor and the Museum are governed by Dutch law.

Article 13.2

All disputes arising from the agreement between the Visitor and the Museum will be submitted exclusively to the competent court in Leiden.

14. Final Provision

If one or more of the aforementioned articles are not or will not be legally valid, the other provisions will continue to be valid. In that case, the invalid provision will be replaced by a new provision which corresponds as closely as possible to the old, invalid provision in terms of content, scope and/or objective.