

RIJKS MUSEUM

GENERAL TERMS AND CONDITIONS FOR VISITORS OF THE 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 the main building of the Rijksmuseum and around it, including the garden.

1.3 Visitor: any person who, on the basis of a valid Admission Ticket, enters the Rijksmuseum Building in order to view an exhibition or, upon invitation, attends a reception, conference, lecture or similar gathering.

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 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 the Admission Ticket has not been issued by the Rijksmuseum or a body authorised by the Rijksmuseum for that purpose.

3.3 A Visitor shall show his/her Admission Ticket to officials of the Rijksmuseum at their first request; should the Visitor not be able to show an Admission Ticket, the Rijksmuseum shall be entitled to refuse the Visitor admission to the Rijksmuseum Building.

3.4 A Visitor shall not be entitled to repayment of the price of admission in the event of loss or theft of the Admission Ticket/Entrance Ticket before he/she has entered the Rijksmuseum Building.

3.5 An Entrance Ticket purchased in advance shall become invalid by the mere expiry of the period stated on the said Entrance Ticket.

3.6 An Admission Ticket/Entrance Ticket shall not be exchanged.

3.7 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 [Arbo-wet]) or, in the event of an emergency, to allow for the total or partial clearance of the Rijksmuseum Building as the Rijksmuseum considers necessary. Such alteration in the normal opening hours shall not entitle a Visitor to the repayment of any admission charge which he/she may have paid.

3.8 Metal detection and X-rays form part of the security screening prior to admission. In this context, Visitors may be asked for their cooperation while Rijksmuseum staff or others acting on the Rijksmuseum's behalf search bags and other articles. Visitors may also be asked to give their permission for a body search. Visitors who refuse to allow their bags or persons to be searched may be refused admission to the Rijksmuseum and will not be entitled to a refund.

3.9 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 (including water).

If any of these items are discovered during the security screening, they will be confiscated. If the Visitor in possession of such items does not wish to surrender them, he or she will be refused admission to the Rijksmuseum Building.

Objects discovered during the security screening that are forbidden by law will be handed over to the police. The Visitor who was in possession of such objects will be apprehended and handed over to the police.

3.10 For reasons of security, the wearing of clothing that covers the face is not permitted. A Visitor whose face is not visible will be refused admission to the Rijksmuseum Building.

4. VISIT TO THE RIJKSMUSEUM BUILDING

4.1 The Visitor's visit to the Rijksmuseum Building shall be at his/her own expense and risk.

4.2 During his/her visit to the Rijksmuseum Building, the Visitor shall behave in accordance with the safety regulations, public order regulations, and other rules applying to museum visits. Children younger than 12 shall only be permitted to enter the Rijksmuseum Building in the company of an adult. The Visitor shall also be obliged to immediately follow any directions and instructions given by recognisable officials of the Rijksmuseum. Should any such official consider that the Visitor is behaving in any manner which contravenes the said regulations, standards, directions or instructions, he/she may be denied further admission to the Rijksmuseum Building, without the Rijksmuseum being liable to pay damages of any kind or to repay any admission charge which he/she may have paid.

4.3 Visitors are not permitted to take with them overcoats, bags, rucksacks, umbrellas, baby carriers on their back, prams (with the exception of pushchairs/strollers) or other large objects. Visitors must hand in objects up to the size of an A4 bag (and non-expandable) at the cloakroom. The Rijksmuseum is entitled to refuse to accept objects exceeding this size. The Rijksmuseum accepts no liability for loss or damage to goods which the Visitor has handed in. All carriages (prams, pushchairs/strollers and invalid carriages) may be subject to searches.

4.4 A Visitor shall be liable for any damage caused by any object (or similar) which he/she has taken with him/her past the ticket check in contravention of the provisions of article 4.3.

4.5 The Rijksmuseum operates CCTV surveillance in the Rijksmuseum Building. Images will be kept for a period to be decided upon by the Rijksmuseum and if necessary made available to the police.

4.6 The Rijksmuseum shall be entitled to refuse admission to the Rijksmuseum Building, permanently or temporarily, to any visitor who during one or more previous visits to the Rijksmuseum Building or to another museum has damaged an object through negligence, gross negligence or an intentional act or omission, or if there is a justifiable apprehension that the Visitor will cause damage. The Rijksmuseum shall in any case be entitled to subject such a Visitor, during all his/her visits, to the measures stated in article 4.7. The Visitor shall be immediately notified of the decision to refuse admission, if possible in writing.

4.7 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 then to let out Visitors one by one. The Visitor may then be requested to cooperate with the inspection, by or on behalf of staff of the Rijksmuseum, of his/her bag and other objects. The Visitor may also be requested to permit himself/herself to be searched. A Visitor who refuses to cooperate with such inspection and/or search will be requested to furnish proof of identity before leaving the Rijksmuseum Building.

4.8 The Rijksmuseum regularly grants permission for reports (photo, film or video) to be made in and around the Rijksmuseum Building. The material produced may be used for marketing purposes on the website, in brochures, etc. By purchasing an Admission Ticket, the Visitor states that he/she agrees to the publication of this material. Any objections a Visitor may have to the publication of visual material in which he/she is recognisable should be made known to the Rijksmuseum which will do its utmost to prevent publication of the material.

5. CODE OF CONDUCT

5.1 While in the Rijksmuseum Building, a Visitor:

a. shall not offer goods of any kind for sale to third parties, or provide goods free of charge;

b. shall not hinder other visitors, including, but not exclusively, by interfering for a long period with their view of objects on display or by making noise (including, but not exclusively, by using a mobile telephone, walkman, mp3-players etc.);

c. shall not bring with him any animal (including a pet), except in areas where this is explicitly permitted or if such animal is a guide dog;

d. shall not smoke;

e. shall not eat food except in the café/restaurant and the outside areas; this being 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;

f. shall not use a mobile phone;

g. shall not touch objects on display unless this is emphatically and explicitly permitted; parents and/or teachers and/or supervisors shall ensure that the minor/minors, individuals or groups whom/which they have brought into the Rijksmuseum Building do not touch objects on display;

h. shall not take photographs or make video recordings or films involving the use of lamps, flash equipment and/or a tripod without the prior written consent of the management of the Rijksmuseum;

i. shall not draw or paint without the prior written consent of the Rijksmuseum. Visitors should apply 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 whom/which they have brought into the Rijksmuseum Building.

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 Without prejudice to the provision in 5.1h, 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.

6. REPAYMENT

6.1 The following circumstances shall in no case lead to any obligation on the part of the Rijksmuseum to repay to the Visitor 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 exclusively restricted to, its being partially closed as a result of the construction or dismantling of exhibitions;

c. nuisance or inconvenience caused by other visitors, including, but not exclusively restricted to, noise, inappropriate behaviour (including molestation), or theft;

d. damage caused by other visitors;

e. nuisance or inconvenience caused by maintenance work, including, but not exclusively restricted to, rebuilding or the arranging/rearranging of rooms;

f. nuisance or inconvenience caused by facilities in the Rijksmuseum Building not functioning properly.

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 intentional act or omission 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 in the form of death or physical injury, the total liability of the Rijksmuseum shall in no case amount to more than the damage repayment specified in article 7.1 above.

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, either permanently or temporarily, in such a way as to make performance of the agreement impossible or difficult 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 The said 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 which shall constitute force majeure with respect to the aforesaid, or which shall constitute a suspensive condition, a condition subsequent, or an attributable shortcoming on the part of the aforesaid.

9. LOST PROPERTY

9.1 Lost property found by Visitors in the Rijksmuseum Building should be handed either to a member of the Rijksmuseum's staff 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.

9.3 Should the supposed owner of a piece of lost property contact the Rijksmuseum, he/she shall have the option of collecting the property himself/herself or having it sent to him/her, cash on delivery. In either case, the owner shall furnish 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 furnished.

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/she may do so by filling in the form provided for the purpose and available at 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 deposited 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, Amsterdam

Board of Directors

January 2012