

General terms and conditions, Edam Museum

These general terms and conditions apply for every visit to Edam Museum.

1 Article 1. Definitions

- 1.1 **Visitor:** anyone who enters the museum buildings, with or without a valid Admission Ticket.
- 1.2 **Entry ticket:** a printed receipt that gives the Visitor access to the exhibition spaces in Edam Museum during regular opening hours.
- 1.3 **Group:** a group of 10 or more Visitors who enter the museum buildings as a group.
- 1.4 **Edam Museum:** Edam Museum Foundation. All agreements are entered into between the Visitor and the Edams Museum Foundation, located at Damplein 8, 1135 BK, Edam, The Netherlands, registered with the Chamber of Commerce under number: 41234553, ANBI-identification -number: RSIN 3791294.
- 1.5 **Edam Museum building(s):** the spaces open to the public in and around Edam Museum's buildings, including the museum garden.
- 1.6 **Entry ticket:** an Entry Ticket (whether or not in combination with a discount card) or a comparable proof (such as a written invitation, voucher or friends pass), which provides access to one or more rooms in Edam Museum.
- 1.7 **Prohibited Objects:** Objects referred to in Article 3.6

2 Article 2. Applicability

- 2.1 These terms and conditions apply to all Visitors to Edam Museum's building(s).
- 2.2 These terms and conditions also apply to anyone engaged by Edam Museum in support of its aims, even if those individuals are employed by a contractor or supplier who provides services or goods to Edam Museum's building(s). That legal entity guarantees compliance with these terms and conditions by every employee or contractor engaged by the entity.
- 2.3 Variations from these terms and conditions are only valid if they have been expressly agreed in writing with Edam Museum's board

3 Article 3. Entrance to Edam Museum's building(s)

- 3.1 The Visitor is only entitled to enter the exhibition areas of Edam Museum's building(s) upon presentation of a valid Admission Ticket.
- 3.2 The Visitor will be denied (further) access to Edam Museum's building(s) if the museum determines that:
 - a) the Admission Ticket has not been issued by Edam Museum or a body or legal entity authorized to do so by Edam Museum;
 - b) the Visitor appears to be under the influence of alcohol, narcotics or equivalent substances;
 - c) the Visitor appears to be the peace or has the apparent intention to disturb the peace; or
 - d) the Visitor attempts to enter Edam Museum's building(s) with bare feet and/or bare torso.
- 3.3 Entrance tickets can be purchased at the reception desk.
- 3.4 Edam Museum is entitled to adjust the regular opening hours to carry out random exercises in the context of in-house emergency procedures (Article 23 Working Conditions Act) or, in the event of an incident, to require a complete or partial evacuation of Edam Museum's buildings, as deemed necessary by Edam Museum.
- 3.5 Edam Museum reserves the right to subject each Visitor and his/her luggage to checks on entry. In this regard, the Visitor may be requested to cooperate with the inspection of bags and the like by, or on behalf of, Edam Museum's representatives. A Visitor who refuses to

- cooperate with a visitation can be denied access to Edam Museum's building(s) and is not entitled to a refund of the Entrance Ticket.
- 3.6 The following objects (hereafter called "Prohibited Objects") may not be taken into Edam Museum's building(s):
- a) Rifles, firearms and shooting weapons: any object with which a projectile can be fired or can cause injury or property damage, or which it appears could be used for that purpose;
 - b) Pointed and/or sharp weapons and sharp objects: objects with points or cutting edges that can be used to cause injury or damage property;
 - c) Blunt objects with can be used to cause injuries;
 - d) Explosive and flammable substances;
 - e) Chemical en toxic substances;
- 3.7 Edam Museum confiscates any Prohibited Objects found during access controls. If the Visitor does not wish to hand over the objects which are subject to seizure, he or she will be denied access to Edam Museum's building(s) and that Visitor will not be entitled to a refund of the Entrance Ticket.
- 3.8 Objects found during access control that are prohibited by law will be handed over to the police. A Visitor who has these objects with him/ her can be arrested and handed over to the police.
- 3.9 For security reasons, the Visitor must be identifiable. A Visitor whose face is not visible and who refuses to show his or her face during the access control will be denied access to Edam Museum's building(s).
- 3.10 Edam Museum's building(s) are not readily accessible for people with disabilities.
- 3.11 The use of vehicles as well as the use of skates and skateboards is not allowed.

4 Article 4. Visit to Edam Museum's building(s)

- 4.1 The Visitor's visit to the Edam Museum's building(s) is at his/ her own risk.
- 4.2 The Visitor is required to adhere to directions and instructions given by Edam Museum's representatives, who are recognizable as such. If, in the opinion of the Edam Museum's representative, the Visitor acts in any way in violation of these Terms and Conditions for Visitors or acts in violation of given directions and instructions, he or she may be denied further access to Edam Museum's building(s). In that case, Edam Museum is not obliged to compensate any damage or to refund the Entrance Ticket. If the Visitor repeatedly violates provisions in the General Terms and Conditions for Visitors or directions and instructions given by the representatives, Edam Museum may deny him or her access to Edam Museum's building(s) for a certain period of time. Such a decision to deny access will be communicated to the Visitor without delay, in writing if possible.
- 4.3 Children aged 12 or younger may only visit the museum accompanied by an adult.
- 4.4 Visitors are allowed to bring handbags and briefcases of a size smaller than or equal to A4 into Edam Museum's building(s). Travel luggage and other objects are not allowed in Edam Museum's building(s) and must be left at the entrance. Edam Museum reserves the right to refuse to store certain objects. All carriages (prams, buggies and wheelchairs) are subject to inspection.
- 4.5 The Visitor is liable for any damage he or she causes to Edam Museum's building(s) and the collection.
- 4.6 There is camera surveillance in Edam Museum's building(s). Camera images are kept for a reasonable period, in accordance with the General Data Protection Regulation. If Edam Museum feels it is appropriate, camera images will be made available to the police.
- 4.7 In addition to the reasons stated in Article 3, Edam Museum is entitled to deny the Visitor

access to Edam Museum's building(s) for a defined period of time:

- a) in the event that the Visitor has damaged one or more objects through negligence, gross negligence and/or intent during one or more previous visits to Edam Museum's building(s) or to other museums;
- b) in the event that Edam Museum has a well-founded concern for other reasons that the Visitor might be guilty of damaging one or more objects. Edam Museum may in any case always subject that Visitor to the measures referred to in Article 3.5. Edam Museum will immediately inform the Visitor of a decision to deny access, in writing if possible.

4.8 In the event of calamities, for example the sudden disappearance of an art object, a terrorist attack or other acts of violence, Edam Museum is entitled to close its doors and then lead the Visitors outside one by one. The Visitor may then be requested to cooperate with the inspection of bags and other objects by or on behalf of Edam Museum. Edam Museum may request a Visitor who refuses to cooperate with an inspection to submit proof of identity before leaving Edam Museum's building(s).

4.9 Edam Museum sometimes allows third parties to take photo and record film footage in Edam Museum's building(s). This material may be used for publicity purposes on the website, in publicity leaflets and the like. If the Visitor objects to the publication of visual material in which he/she is recognizable, he or she can make this known to Edam Museum. In that case, Edam Museum will make every reasonable effort to prevent further disclosure of the material.

4.10 The Visitor is obliged to comply with Corona measures which may apply from time to time.

5 Article 5. House rules

5.1 The Visitor to Edam Museum's building(s) shall;

- a) not touch any exhibited objects; parents, teachers and other supervisors must strictly ensure that objects on display are not touched by the minor(s), individuals or Groups they are accompanying;
- b) not offer for sale any goods or services of any kind to third parties, or provide them free of charge;
- c) not hinder other Visitors, including, but not limited to, by obstructing their view of exhibited objects for a long time or by causing noise nuisance;
- d) not bring pets or pets into Edam Museum building(s), with the exception of assistance dogs;
- e) not smoke;
- f) not consume eat or drink;
- g) not take photos or make video and film recordings using lamps, flash equipment and/or tripods (including selfie sticks), unless the Visitor has obtained prior written permission from Edam Museum; or
- h) not draw or paint without prior permission from Edam Museum with regard to the materials to be used. The Visitor can request this permission via the website (email).

5.2 Parents/guardians, teachers and other supervisors are at all times responsible for and accountable for the behaviour of minors, individuals or Groups they are accompanying.

5.3 For primary education, two supervisors must be present per Group of 15 pupils. In secondary education, a minimum of one supervisor and a maximum of two supervisors must be present per Group of 15 students. Edam Museum reserves the right to refuse entry to Groups that do not meet these standards.

5.4 For guided tours, a maximum group size of 15 people per tour guide applies (this applies both to Edam Museum's tour guides and to external tour guides).

5.5 Without prejudice to the provisions of Article 5.1 g) (limited use of photo and film equipment),

photos, video and/or film recordings made in Edam Museum's building(s) may only be used for commercial purposes after express written permission from Edam Museum's board.

- 5.6 Without prejudice to the other provisions in these General Terms and Conditions for Visitors, bring pets (other than assistance dogs) or bicycles are not permitted in Edam Museum's garden. Smoking or consumption of alcoholic beverages is also forbidden in the garden.

6 Article 6. Limitation of Edam Museum's liability

- 6.1 Edam Museum is only liable for damage suffered by the Visitor if and insofar as that damage is a direct result of gross negligence or intent on the part of Edam Museum. The claim is in any case limited to the lower of the following two amounts:
- a) the amount paid by Edam Museum's insurer to Edam Museum in respect of that individual claim; or
 - b) the compensation paid to the Edams Museum by a third party in respect of that individual claim.
- 6.2 In the event of damage due to death or physical injury, the Edam Museum's total liability will under no circumstances exceed the compensation scheme described in Article 6.1.
- 6.3 Edam Museum's Liability for indirect damage, including consequential damage, lost profit or wages and lost savings is always excluded.

7 Article 7. Force Majeure

- 7.1 If circumstances arise that are not attributable to Edam Museum, force majeure applies. Force majeure for Edam Museum is considered to be any foreseeable or unforeseeable circumstance that makes the execution of the agreement by Edam Museum so difficult that, temporarily or permanently, the execution of the agreement becomes difficult or impossible.
- 7.2 Such circumstances also include circumstances involving individuals and/or services and/or institutions that the Edams Museum wishes to make use of when executing the agreement with the Visitor, as well as everything that is necessary for the aforementioned individuals, services or institutions such as force majeure or suspensive or resolute condition applies, as well as attributable shortcoming of those parties.

8 Article 8. Lost and Found

- 8.1 Objects found by the Visitor in Edam Museum's building(s) can be handed in at the Edam Museum's reception desks.
- 8.2 Edam Museum will take lost property into custody.
- 8.3 In the event that the alleged owner of a found object makes him or herself known, he/ she has the option of collecting the object or having it sent Payment On Delivery. In both cases, the owner must be able to sufficiently identify him/ herself. If Edam Museum considers it necessary to confirm the alleged owner, the Edams Museum is entitled to demand proof of ownership.
- 8.4 Edam Museum reserves the right to destroy found objects that have not been collected after three months.

9 Article 9 Complaints procedure

- 9.1 In the event a complaint, the Visitor can contact the museum via email. Contact details can be found on the website.

10 Article 10. Privacy

- 10.1 Edam Museum's privacy policy is published on the website.

11 Article 11. Other conditions and applicable law

- 11.1 These General Terms and Conditions for Visitors does not affect the possible applicability of other contractual conditions and/or regulations of Edam Museum, as published from time to time on [www. Edams Museum.nl](http://www.EdamsMuseum.nl).
- 11.2 Prices of products and services intended for private visitors include VAT where applicable.
- 11.3 Dutch law applies to these General Terms and Conditions for Visitors and to the agreement between the Visitor and Edam Museum. Any disputes that cannot be resolved in discussions in good discussion will be submitted to a competent court.