

Prison Gate Museum terms and conditions for visitors

Introduction

The Prison Gate Museum will do its utmost within reasonable limits to ensure that visits to the museum complex and to the exhibitions and events organised by the Prison Gate Museum take place according to the visitor's wishes. The Prison Gate Museum will endeavour to keep any nuisance or inconvenience to the visitor to a minimum, and to secure the safety of the visitors as much as possible.

General provisions: definitions.

Article 1.1

The terms 'museum' and the 'Prison Gate Museum' refer to the organisation that manages and operates the museum complex, including, but not limited to, the management, curators, attendants and other museum officials authorised to act on behalf of this organisation.

Article 1.2

The term "the museum complex" refers to the entirety of areas (built on or not) that are under the legal and/or administrative jurisdiction of the management of the Prison Gate Museum, including, but not limited to, exhibition areas, auditoriums and office spaces, restaurant, coffee corner, terrace, other outdoor areas, warehouse and annexes.

Article 1.3

The term 'visitor' refers to anyone that in any way, directly or indirectly, enters into an agreement with the Prison Gate Museum aiming to enter the museum complex and/or visit an exhibit or attend an event that is organised by the Prison Gate Museum for its regular visitors during regular opening hours.

Article 1.4

These general visitor conditions apply to every agreement between the Prison Gate Museum and a visitor. The conditions do not apply to special activities outside regular opening hours and/or which are aimed at others than the regular visitor, as in the case of e.g. room hire, hospitality or catering.

Ticket sales, special offers and prices

Article 2.1

All quotations, communications or other information provided by the Prison Gate Museum are binding. The Prison Gate Museum accepts liability for any mistakes made by the museum itself, if any, in the quotations, communications or other information provided to the visitor. This liability only applies to the museum's own information material which is present in the museum when liability is claimed or has been recently disseminated by or on behalf of the Prison Gate Museum. The

Prison Gate Museum is not liable for mistakes due to wilful intent, culpability or negligence by third parties.

Article 2.2

Visitors are obliged at all times to show the admission ticket and any ticket or voucher granting reduced admission if so requested by museum officials who are recognisable as such, including but not limited to attendants.

Article 2.3

Potential visitors are not entitled to restitution of the admission price or any other compensation in the event of loss or theft of the admission ticket before they have entered the museum complex.

If a potential visitor does not use the previously bought admission ticket, this will be at the expense and risk of the visitor; this also applies if the admission ticket is only valid for a specific time and/or date. An admission ticket cannot be exchanged once it has been issued, nor will there be any restitution of the admission price. The price paid may, however, be refunded if circumstances beyond the buyer's control have rendered the museum visit impossible, but this is at the management's discretion.

Article 2.4

Potential visitors may be denied access to the museum complex if it appears that the admission ticket, discount ticket or voucher has not been obtained from the Prison Gate Museum or an agency authorised by the Prison Gate Museum.

Article 2.5

The Prison Gate Museum will only refund the actual admission charge and the travel expenses incurred if the visitor has to leave the museum complex prematurely due to an unannounced emergency response drill (Section 23 of the Occupational Health and Safety Act) or in the event of an actual emergency that necessitates the complete or partial evacuation of the premises.

Visiting the museum complex

Article 3.1

While visiting the museum complex, visitors are required to act in accordance with public order, exhibit good manners and observe the standards of decency applicable to the nature of the activity visited. Visitors are furthermore obliged to follow promptly the directions and instructions given by the Prison Gate Museum officials recognisable as such, including but not limited to attendants.

If, according to the reasonable judgement of an authorised Prison Gate Museum official, who should be recognisable as such, visitors act in any way in contravention of these standards, directions or instructions, these visitors may be denied further access to the museum complex without being entitled to any compensation of the cost of the admission ticket or any other costs incurred.

Article 3.2

Parents or supervisors of children are responsible and accountable at all times for the behaviour of the children they accompany. Teachers and supervisors of groups are responsible and accountable for the behaviour of all members of the group they accompany. A recommended minimum age of 8 years old is in effect for visitors to the Prison Gate Museum.

Article 3.3

The following activities are prohibited for visitors in the museum complex, including but not limited to:

- a. offering goods of any kind for sale to third parties or providing such goods free of charge;
- b. intentionally and persistently obstructing passage to other visitors or obstructing the view of the objects on display;
- c. causing a nuisance to other visitors, which includes but is not limited to the use of mobile telephones, walkmans or other sources of disruptive noise; the use of such equipment may, however, be explicitly allowed in certain areas by the Prison Gate Museum;
- d. bringing pets or other animals, unless they are explicitly allowed entrance to certain areas or if it concerns guide dogs which accompany a visitor with an ID card;
- e. smoking in all enclosed areas other than in areas designated for smoking by pictograms or text;
- f. bringing food and drinks into the enclosed areas of the museum complex;
- g. bringing dangerous objects or substances into the museum complex, which includes but is not limited to walking sticks, umbrellas or large bags, if the objects are considered dangerous by a recognisable official of the Prison Gate Museum; these objects may be left at a location designated by the Prison Gate Museum;
- i. touching exhibited objects and exhibition material such as showcases, lighting, partitions, etc., unless this is emphatically and explicitly allowed. Parents or supervisors of children should rigorously ensure that exhibited objects are not touched by the children in their care. Small children should be taken by the hand; teachers and supervisors are equally required to ensure that group members under their supervision do not touch exhibited objects.

Article 3.4

In special cases in which it may reasonably be required for the overall security of people or the safety of the collections, a senior official of the Prison Gate Museum, who should be recognisable as such, may ask to inspect handbags or other bags or cases brought along by the visitor. If considered necessary, specially prepared and trained personnel may, moreover, ask the visitor to cooperate in a security search upon entering or leaving the museum complex. The potential visitor will be warned before entering the museum complex that this measure is in effect.

Article 3.5

Visitors are prohibited from taking photographs or recording videos and films except with prior permission in writing from the management of the Prison Gate Museum.

It is also prohibited, except with prior permission in writing from the management of the Prison Gate Museum, to publish or reproduce such photographs, videos and films in any way and with any means whatsoever, including electronic media.

Article 3.6

Entrance to the museum complex may be denied permanently or for a specified period to a visitor who has, during one or more previous visits to a Dutch museum, deliberately damaged an object or who warrants fear of damage in some other way; the museum may in any case subject this visitor to the measures mentioned in Article 3.4 of these visitor conditions during all visits.

The decision to deny access should be made known to this visitor immediately and with explanations, if possible in writing.

Complaints and claims

Article 4.1

The Prison Gate Museum will do its utmost to ensure that a visit to the museum complex or the exhibitions and events organised by the Prison Gate Museum takes place according to the published offer; this includes the obligation to inform the public as clearly as possible about total, partial or earlier closure of the museum complex and/or exhibitions organised by the Prison Gate Museum. Moreover, the Prison Gate Museum will inform the potential public of activities that may cause inconvenience due to maintenance work, construction work, or the designing/restructuring of areas. The visitor never derives the right to compensation for such matters.

Article 4.2

Claims cannot be made based on the following complaints and circumstances which would be unavoidable by the Prison Gate Museum and will therefore never result in any obligation to compensation to the visitor by the museum:

- a. complaints referring to objects from the permanent collection of the Prison Gate Museum not being visible;
- b. complaints referring to the partial closure of the museum complex, which include, but are not limited to, partial closure as a result of the building or dismantling of exhibitions;
- c. complaints and circumstances referring to inconvenience or discomfort caused by other visitors, which include, but are not limited to, disruptive noise, improper conduct, theft or molestation;
- d. complaints and circumstances referring to inconvenience or discomfort caused by maintenance activities, which include, but are not limited to, construction work or designing/restructuring of areas;
- e. complaints and circumstances referring to inconvenience or discomfort caused by improper functioning of facilities within the museum complex.

Article 4.3

Complaints and requests for claims regarding the agreement between the Prison Gate Museum and the visitor should be submitted in writing to the Prison Gate Museum within six weeks after the visit took place. Complaints and requests for compensation submitted after this period will not be addressed. A complaints form can be obtained from the ticket desk at the Prison Gate Museum.

Article 4.4

The Prison Gate Museum will examine the complaint and reply in writing within 30 days of receipt. If the investigation has not yet been completed by that time, this will be communicated to the complainant, together with when it is expected to be completed.

Article 4.5

Visitors may submit complaints, claims, and suggestions for improvement in writing by completing a form available with these visitor conditions.

Liability of the museum

Article 5.1

The Prison Gate Museum can never be held liable for any damage due to quotations, announcements or other information given by the Prison Gate Museum and/or third parties to visitors unless, and in so far as, this damage is the direct result of the wilful intent or gross negligence by the Prison Gate Museum and/or its staff.

Article 5.2

The visitors' stay in the museum complex is at their own expense and risk.

The visitors' stay on the museum complex is at their own expense and risk. The museum is only liable for damage to property and/or consequential damage sustained by visitors or injury sustained by visitors due to the direct and exclusive result of wilful intent or gross negligence by the museum, on the understanding that visitors will only be entitled to compensation for damages for which the museum is insured, or should have been insured in accordance with the principles of reasonableness and fairness.

Article 5.3

Under no circumstances is the Prison Gate Museum obliged to pay a higher amount in damages than:

a. the admission price actually paid and the travelling expenses actually incurred,

or, if higher;

b. the amount paid by the insurer of the Prison Gate Museum to the Prison Gate Museum for the amount paid for the damage, or,

c. the compensation obtained from a third party for the damage.

Article 5.4

The Prison Gate Museum can never be held liable for any damage sustained by visitors' vehicles, unless and to the extent that the damage has occurred on or within the museum complex and that the damage is the direct result of the wilful intent or gross negligence by the Prison Gate Museum and/or its staff.

Article 5.5

The Prison Gate Museum can never be held liable for any direct or indirect damage whatsoever, occurring directly or indirectly as a result of any defect, any quality or circumstance pertaining to, in or on any property of which the Prison Gate Museum is holder, tenant/hereditary tenant, lessee or owner, or which is otherwise at the disposal of the Prison Gate Museum, except if and to the extent that the damage is the direct result of the wilful intent or gross negligence by the Prison Gate Museum and/or its staff.

Article 5.6

If the Prison Gate Museum accepts goods or if goods are, in any way, wherever, by whomever, deposited, held in storage and/or left behind without the Prison Gate Museum stipulating a fee for such services, the Prison Gate Museum can never be held liable for any damage to, or in connection with goods in whatever way such damage may have occurred unless the Prison Gate Museum has wilfully caused damage or if the damage is the result of gross negligence by the Prison Gate Museum.

Article 5.7

The total liability of the Prison Gate Museum due to a culpable breach in observing the visitor conditions is limited to compensation for direct damage and will in any case not exceed the compensation agreement described in Article 5.3.

Article 5.8

In the event of damage occurring from death or bodily injury, the full liability of the Prison Gate Museum will in any case not exceed the compensation agreement described in Article 5.3 above.

Article 5.9

The liability of the Prison Gate Museum for indirect damages, including consequential damages, loss of profit, income or wages, missed savings, etcetera, is excluded.

Article 5.10

The maximum amounts specified in Article 5.3 will, however, be disregarded if and to the extent that the damage is the result of the wilful intent or gross negligence by the Prison Gate Museum or its staff.

Force majeure

Article 6.1

Force majeure, which renders the Prison Gate Museum inculpable for any consequential breach, will apply to any unforeseen circumstance impeding the implementation of the agreement by the Prison

Gate Museum to such extent that the execution of the agreement has been temporarily or permanently rendered impossible or problematic.

Article 6.2

Such circumstances are also understood to include circumstances with regard to persons and/or services and/or institutions which the Prison Gate Museum uses to carry out the visitor agreement, as well as anything mentioned above as force majeure or suspending or dissolving conditions, as well as a culpable breach from the parties mentioned above.

Lost property

Article 7.1

Lost property found by visitors in the museum complex can be handed in at the ticket desk.

Article 7.2

The Prison Gate Museum will make every effort to trace the owner of or the party entitled to the lost property, and to this end will maintain regular contact with the local police. Lost property which has not been reclaimed by its owner or the party entitled to the lost property after having been kept by the Prison Gate Museum for six months will be transferred to the local police.

Article 7.3

In the event that the owner of or the party entitled to the lost property contacts the Prison Gate Museum, they may either choose to collect the property themselves or have the property sent by post, cash on delivery. In both cases, the owner or entitled party is required to present valid proof of identity.

Other conditions

Article 8.1

The applicability of these visitor conditions does not detract from the applicability of any other (contractual) conditions and/or regulations of the Prison Gate Museum.

Applicable law

Article 9.1

These visitor conditions and the agreement between the visitor and the Prison Gate Museum are governed by Dutch law.

Article 9.2

All disputes resulting from the agreement between the visitor and the Prison Gate Museum will be exclusively submitted to the competent court in The Hague, The Netherlands.

The visitor conditions of the Prison Gate Museum have been adopted by the managing director and filed with the Chamber of Commerce in The Hague.

The Hague, 21 November 2000