Visit conditions
Stedelijk Museum Breda

Stedelijk Museum Breda, also referred to as the museum, will make every reasonable effort to ensure that the visit to the museum complex and the exhibitions and activities organised by it take place in accordance with the wishes of the visitor. Stedelijk Museum Breda will make every effort to limit any inconveniences experienced by the visitor and to ensure the safety of the visitor as much as possible.

Article 1:
General provisions: definitions

Article 1.1
The use of ‘museum complex’ and ‘Stedelijk Museum Breda’ refers to the organisation that manages and operates the museum complex, including but not limited to the board, curators, attendants and other museum officials who are authorised to act on behalf of the organisation.

Article 1.2
The term ‘museum complex’ refers to all spaces (furnished and unfurnished) that are subject to the legal or administrative authority of the board, including but not limited to exhibition rooms, the auditorium and meeting rooms, the reception area and foyers, the museum cafeteria and store, as well as the outdoor seating area, outside spaces, depots and any annexes.

Article 1.3
The term ‘visitor’ refers to any person who (directly or indirectly) concludes an agreement with Stedelijk Museum Breda in any way for the purpose of accessing the museum complex and/or visiting an exhibition or attending an event organised by the museum for regular visitors, both during and outside of the regular opening hours.

Article 1.4
These general conditions for visitors apply to all agreements between Stedelijk Museum Breda and a visitor. The conditions also apply to special activities outside of the regular opening hours and/or aimed at any non-regular visitors, for example in case of the rental of a room, catering and the like.

Article 1.5
The applicability of these conditions for visitors does not affect the possible applicability of other (contractual) conditions and/or regulations of Stedelijk Museum Breda.

Article 2:
Ticket sales, offers and prices

Article 2.1
All price estimates, notices or other information provided by Stedelijk Museum Breda have been compiled with the utmost care. If the information contains an error nonetheless, no rights can be derived from this by third parties. Stedelijk Museum Breda will correct any errors as soon as possible. Stedelijk Museum Breda will not be liable for any errors that can be attributed to the intent, fault or negligence of third parties.

Article 2.2
The visitor must be in the possession of a valid admission ticket inside the museum complex. The visitor must be able to present the admission ticket and any card or voucher which entitles him to a discount on the admission price to any officials who are identified as such, including but not limited to public affairs employees and attendants.

Article 2.3
The potential visitor is not entitled to a refund of the admission price or any other form of compensation in case of loss or theft of the admission ticket before he enters the museum complex. If a potential visitor does not make use of the purchased admission ticket, this will be for his own risk and account. This will also be the case if the admission ticket is only valid for a certain period and/or on a certain date. A purchased admission ticket cannot be exchanged, nor will the admission price be refunded. The paid admission price may be refunded if circumstances beyond the control of the buyer make the museum visit impossible, such at the discretion of the board and without prejudice to the provisions of Article 2.5.

Article 2.4
The potential visitor may be denied access to the museum complex if it becomes clear that the admission ticket, the discount card or voucher has not been obtained from Stedelijk Museum Breda or an organisation authorised by the museum.

Article 2.5
Stedelijk Museum Breda will only refund the admission price actually paid by the visitor and any demonstrably incurred travel expenses if the visitor must prematurely leave the museum complex due to an unannounced drill within the context of company first aid (Article 23 of the Dutch Occupational Health and Safety Act), as well as in the event of an actual calamity due to which the museum complex must be fully or partially evacuated. This article will take effect if the visitor may not return to the museum complex and cannot reasonably complete his visit due to a drill or calamity.
Article 3: During the visit

Article 3.1
During his visit to the museum complex, the visitor must act in accordance with standards of public order, decency and any corresponding rules that apply based on the nature of the visited activity. The visitor is also required to observe any instructions given by officials of the museum who are recognisable as such, including but not limited to public services employees. If a competent official of Stedelijk Museum Breda, who is recognisable as such, reasonably believes that the visitor acts in violation of these standards or instructions in any way, the visitor may be denied further access to the museum complex without being entitled to any reimbursement of the costs of the admission ticket or any other incurred costs.

Article 3.2
Parents or guardians of children will always be responsible and accountable for the behaviour of the children they are accompanying. Teachers and supervisors of groups are responsible and accountable for the behaviour of any group members they are accompanying.

Article 3.3
The visitor may not act in violation of applicable laws and regulations inside the museum complex. Without prejudice to the provisions laid down in these conditions, instructions of authorised persons must always be observed without delay. The following is prohibited:

a. selling or providing goods of any kind to third parties;

b. deliberately obstructing the path or view of exhibited objects for long periods of time;

c. interfering with other visitors, including but not limited to the use of mobile phones or other sources of noise. However, the use of such equipment may be explicitly permitted in certain spaces of Stedelijk Museum Breda.

d. bringing along pets, unless this is explicitly permitted in certain spaces or these are guide dogs accompanying a visitor in the possession of an identification card;

e. smoking inside the museum complex, except at the outdoor seating area when open and if indicated by a sign;

f. bringing food and drinks into the indoor spaces of the museum complex;

g. bringing hazardous objects or substances, such as at the discretion of an official of Stedelijk Museum Breda who is recognisable as such, including but not limited to walking canes, umbrellas or large bags. These can be left at a location designated by the museum;

h. using wheelchairs, prams and buggies in the indoor spaces of the museum complex specifically designated by Stedelijk Museum Breda, other than those made available by the museum;

i. touching exhibited objects and materials unless explicitly permitted. Parents or guardians of children must strictly ensure that exhibited objects are not touched by any children they are accompanying. Small children must be held by the hand or transported by buggy. Teachers and supervisors of groups should also ensure that any group members they are accompanying do not touch the exhibited objects.

Article 3.4
In special circumstances in which the general safety of people or the collection reasonably requires this, a managing official of Stedelijk Museum Breda, who must be recognisable as such, may request to inspect the (hand) luggage carried by the visitor. If considered necessary, specially trained staff may also request the visitor to cooperate with a security search when accessing or leaving the museum complex. The potential visitor will be warned of this measure before he enters the museum complex.

Article 3.5
Without the prior written permission of the board of Stedelijk Museum Breda, the visitor may not take pictures or video recordings using lights, flash equipment and tripods. However, Stedelijk Museum Breda may designate spaces in which a general ban on pictures and video recordings applies. Furthermore, visitors may without the prior written permission of the board of the museum not publish or copy pictures or video recordings for whatever purpose, in whatever manner and using any means, including all electronic media.

Article 3.6
The museum may deny a visitor who has deliberately damaged an object during one or more visits to a Dutch museum complex, or based on any other justified fear of damage, access to the museum complex for a definite or indefinite period. The museum may always subject this visitor to the measures set out in Article 3.4 of these visit conditions during all his visits. The decision to deny a visitor access must be communicated without delay and with substantiation, if possible in writing.

Article 4: Complaints

Article 4.1
Stedelijk Museum Breda will make every effort to ensure the visit to the museum complex or the exhibitions and activities organised by the museum takes place in accordance with the published offer. This also includes the obligation to inform the public about the complete, partial or early closure of the museum complex and/or the exhibitions organised by the museum as well as possible. The museum will also inform the potential audience about any maintenance work, renovations or (re)design of spaces that may cause nuisance. The visitor can never derive any right to compensation from this.
Article 4.2
The circumstances set out below cannot be avoided by Stedelijk Museum Breda and can therefore never lead to any obligation to pay any form of compensation to the visitor:

a. complaints related to the absence of any objects in the permanent collection of Stedelijk Museum Breda;

b. complaints related to the partial closure of the museum complex, including but not limited to partial closure as a result of the installation or dismantling of exhibitions;

c. complaints and circumstances related to nuisance or inconvenience caused by other visitors, including but not limited to noise nuisance, inappropriate behaviour, theft and wilful damage;

d. complaints and circumstances related to nuisance or inconvenience caused by maintenance work, including but not limited to the (re)design of spaces;

e. complaints and circumstances related to nuisance or inconvenience caused by defective facilities in the museum complex.

Article 4.3
Complaints about and requests for refunds in relation to the agreement between Stedelijk Museum Breda and the visitor must be submitted to the museum in writing within six weeks after the visit has taken place. Complaints submitted after this period will not be accepted.

Article 4.4
Stedelijk Museum Breda will assess the complaint and respond in writing within 30 days of receipt. If the assessment has not been completed within this period, the complainant will be informed of this, including the probable date on which it will be completed.

Article 4.5
The visitor may submit complaints and suggestions for improvements by e-mail or in writing using the general contact address of the museum.

Article 5:
Liability of the museum

Article 5.1
The visit to the museum complex will take place at the risk and account of the visitor.

Article 5.2
The museum will only be liable for any material and/or consequential damage suffered by the visitor or injury inflicted on the visitor which is the direct and exclusive result of the intent or gross negligence of the museum, provided that only damage for which the museum is insured or should in all reasonableness and fairness have been insured will be eligible for compensation. The museum will never be liable for damage caused by price estimates, notices or other forms of information provided to the visitor by Stedelijk Museum Breda and/or third parties, except if and insofar this damage is the direct result of the intent or gross negligence of the museum and/or its employees.

Article 5.3
Stedelijk Museum Breda will never be liable for damage caused to vehicles of the visitor except if and insofar this damage was caused at or in the museum complex and is the direct result of the intent or gross negligence of Stedelijk Museum Breda and/or its employees.

Article 5.4
If Stedelijk Museum Breda receives goods or if goods are deposited, stored and/or left behind at any spot in any way by a person without Stedelijk Museum Breda requesting any form of corresponding compensation, Stedelijk Museum Breda will never be liable for any damage to the goods caused in any way except if Stedelijk Museum Breda has caused this damage deliberately or the damage is the result of the gross negligence of Stedelijk Museum Breda.

Article 5.5
The overall liability of Stedelijk Museum Breda will always be limited to compensation for direct damage and will never be more than the damage for which Stedelijk Museum Breda is insured or should in all reasonableness and fairness have been insured.

Article 5.6
The overall liability of Stedelijk Museum Breda in case of death or physical injury will also never be more than the damage for which Stedelijk Museum Breda is insured or should in all reasonableness and fairness have been insured.

Article 5.7
The liability of Stedelijk Museum Breda for indirect damage, including consequential damage, loss of profit or wages, missed savings and the like is excluded. Liability for damage resulting from the actions of third parties, including but not limited to other visitors, is also excluded. The liability of Stedelijk Museum Breda for damage as a result of the failure to observe the instructions given by Stedelijk Museum Breda and its officials and/or employees is also excluded.

Article 6:
Force majeure

Article 6.1
Stedelijk Museum Breda will never be liable for damage suffered by the visitor as a result of force majeure. Force majeure will be any unforeseeable circumstance that makes the performance of the agreement so difficult, temporarily or permanently, that the performance of the agreement becomes impossible or objectionable, such as but not limited to strikes, illness, fire, breakdowns at Stedelijk Museum Breda, actions by the police and/or fire services, transport difficulties, weather conditions, violence or riots. Force majeure also includes such unforeseen circumstances
suffered by persons and/or services and/or institutions used by Stedelijk Museum Breda for the performance of the visit agreement, as well as everything which is a situation of force majeure or a suspensive or resolutive condition for the aforementioned, as well as an attributable shortcoming of the aforementioned.

Article 7: Liability of visitors

Article 7.1
The visitor to the museum complex will be liable vis-à-vis Stedelijk Museum Breda for all damage he causes, whether or not as a result of the failure to comply with these visit conditions. The visitor indemnifies Stedelijk Museum Breda against any claims from third parties in this respect.

Article 7.2
Parents or guardians of children will always be responsible and liable for the behaviour of and damage caused by any minor children they accompany. Teachers and supervisors of groups are jointly responsible and liable for the behaviour of and damage caused by the group members they accompany, without prejudice to the liability of these group members themselves.

The aforementioned parents, supervisors, teachers and the like will indemnify Stedelijk Museum Breda against any claims from third parties in this respect.

Article 7.3
Organisations, companies and the like that organise meetings and/or parties in the museum complex (or outsource this) will always be responsible and liable for the behaviour of and damage caused by their guests, without prejudice to the liability of the guests themselves. The aforementioned organisations, companies and the like will indemnify Stedelijk Museum Breda against any claims from third parties in this respect.

Article 8: Processing of personal data

Article 8.1
Stedelijk Museum Breda refers the visitor to the privacy policy published on its website for information about the processing of personal data and also the corresponding rights of data subjects, among other things.

Article 8.2
Personal data of the visitor will be processed in accordance with the General Data Protection Regulation (GDPR). This concerns the following:

Stedelijk Museum Breda processes the data of visitors required for the performance of the agreement concerning the visit to the museum and the museum complex. If the carrying out by a third party of certain parts of this agreement involves the processing of personal data, a processor agreement has been concluded with this third party where required. These personal data will be kept as long as required by law, inter alia based on the retention obligation for tax purposes.

Stedelijk Museum Breda will process the personal data of persons who are guilty of damaging the museum complex or the collection within the meaning of Article 3.6 of these conditions, or persons who violate the visiting conditions. Stedelijk Museum Breda will keep a file with the data of visitors who appear on this list in order to deny them access. This file will only be used internally within the museum and is not shared with third parties.

Stedelijk Museum Breda will process the personal data of complainants within the meaning of Article 4.3 of these conditions or the persons referred to in Article 4.5 of the conditions. These personal data will only be processed internally in accordance with their purpose, which is the ability to respond to and settle the complaint in the best possible manner. The data related to the complaint will be kept for as long as necessary to handle the complaint or suggestions and any corresponding questions.

Article 9: Lost and found

Article 9.1
Any objects found in the museum complex by a visitor will be handed to the front desk of the museum.

Article 9.2
Stedelijk Museum Breda will make every effort to determine the owner of the found object and will keep in touch with the local police to this end. Found objects which have not been requested by the owner within six months of the date on which they have come into the possession of Stedelijk Museum Breda will be handed over to the local police.

Article 9.3
If the owner of a found object contacts Stedelijk Museum Breda, he may choose to retrieve the object himself or have it shipped to him based on cash on delivery. The owner must adequately identify himself in both cases.

Article 10: Applicable law

Article 10.1
These visiting conditions and the agreement between the visitor and Stedelijk Museum Breda are governed by the laws of the Netherlands.
Article 10.2
All disputes that arise from this agreement between the visitor and Stedelijk Museum Breda will exclusively be submitted to the competent court in Breda.

Thus adopted in Breda on 1 January 2017 by the Board of Stedelijk Museum Breda and revised on 30 July 2018.

Filed with the Chamber of Commerce with number 20135936.

The conditions are freely available for inspection at the front desk of Stedelijk Museum Breda and can be consulted on the website of the museum: www.stedelijkmuseumbreda.nl.