

## General Terms & Conditions for Visitors

### Definitions

Museum: The museum in Tilburg, operated by the Mr J.H. de Pont Foundation, which focuses on the acquisition and exposition of contemporary art from the Netherlands and abroad, the organisation of temporary exhibitions and other activities.

Visitor: Any person who enters the Museum, but is not an employee of the Museum

Admission Ticket: A ticket that, during opening hours and at the time and date indicated on the ticket, grants entry to the Museum, and is understood to include comparable items such as an invitation, a voucher, an e-ticket for a group visit and/or a valid Netherlands Museum Pass.

Officials: All individuals who work in De Pont Museum on behalf of the Foundation.

### 1. Visits to the museum

- 1.1 A Visitor is entitled to enter the Museum only if they are in possession of a valid Admission Ticket.
- 1.2 Visitors with a discount card or other document entitling them to a reduced fee must always present the valid card or document at the front desk.
- 1.3 It is not permitted to carry coats or jackets, umbrellas, backpacks (including children's knapsacks), bags and/or any other objects with dimensions larger than a sheet of A3 paper (roughly 30 by 42 cm) into the Museum. Small bags are permitted but must be worn at the front of the body.
- 1.4 Objects which an Official believes may pose a risk to the safety of persons, artworks or the building that houses the Museum are prohibited. This will at the very least include:
  - a) rifles, firearms and shooting weapons;
  - b) any object capable of firing a projectile or inflicting injury or property damage, or appearing to be capable of doing so;
  - c) pointed and/or sharp objects and objects with sharp tips or cutting edges which could be used to inflict injury or property damage;

- d) explosive and/or inflammable substances;
  - e) chemical and/or toxic substances;
  - f) bottles or vials containing liquids, including water.
- 1.5 Photography for personal use and social media is permitted, provided the pictures are taken without the use of a flash, selfie stick, tripod or stabiliser. Professional photographers who wish to capture images and/or footage for publications about the Museum, or groups of photographers wishing to visit together for the purpose of taking pictures, must request permission by email (pressoffice@depont.nl) at least two days in advance. Extensive video reporting is subject to approval; requests may be submitted via our press page.
- 1.6 Using a drone to record images/video of or above the building which houses the Museum is prohibited, as is using a drone to record images/video of or above the Museum garden.
- 1.7 The Museum is not liable for loss of or damage to any goods Visitors have placed in the custody of the Museum (coat check) or stored in the lockers, unless the loss or damage is the result of wilful action on the Museum's part.
- 1.8 Touching the artworks is strictly prohibited. The Museum strives to avoid placing objects behind glass or barriers. For safety's sake, Visitors must maintain a distance of at least one metre from artworks at all times.
- 1.9 All physical and visual barriers must be respected.
- 1.10 Adults accompanying young children have an additional responsibility to prevent those children from running around. Small children should be led by the hand. Children under the age 6 should not be allowed to wander unattended and must – at all times, everywhere in the Museum – be accompanied by an adult holding their hand or pushing their pram/stroller. It is prohibited to consume refreshments brought in from outside in the Museum Café or on the patio in the garden.
- 1.11 Visitors are prohibited from bringing illegal substances and/or recreational drugs into the Museum.
- 1.12 Smoking, including the use of e-cigarettes, is prohibited in the Museum.
- 1.13 Visitors are prohibited from bringing pets or other animals into the Museum. Visitors with a KNGF-registered service dog must present the card identifying the animal as such at the front desk. Individuals with service dogs affiliated with other organisations must contact the Museum prior to their visit.

- 1.14 Aids such as wheelchairs, rollators and small mobility scooters are permitted. Visitors using any kind of mobility aid must move no faster than a walking pace. The Museum may need to limit access to certain rooms or artworks for Visitors using strollers/prams, wheelchairs and rollators.
- 1.15 For reasons of safety, visitors must follow any and all instructions given by Museum Officials.
- 1.16 Visitors will be held liable for any damage they inflict on artworks or the building which houses the Museum. Video surveillance is in place throughout the Museum. Camera footage is stored in accordance with the General Data Protection Regulation (GDPR) and will, if necessary, be made available to the police upon request.
- 1.17 All Visitors younger than 16 years of age must be accompanied by a parent/guardian or other person 18 years of age or older, who shall bear full responsibility for the minor's behaviour.
- 1.18 Parents/guardians and/or responsible adults accompanying minors or schools and groups are liable for any damage caused by an individual in their group.
- 1.19 In case of an emergency, the Museum is entitled to close the building and direct all Visitors to evacuate the Museum. Every Visitor shall, upon request, be obliged to cooperate with any examination by or on behalf of an Official of bags, trolleys/strollers and/or other objects. Visitors who refuse to cooperate with such examinations will be asked to leave and must show proof of identity before exiting the Museum.
- 1.20 A Visitor may be denied entry to the Museum in the event that:
  - a) they do not have a valid Admission Ticket obtained from the Museum or from a third party authorised by the Museum to issue tickets;
  - b) the Visitor is under the influence of alcoholic beverages, narcotics or similar substances;
  - c) the Visitor is disturbing or intends to disturb order in the Museum;
  - d) the Visitor wishes to enter the Museum while not wearing a shirt;
  - e) the Visitor refuses to present proof of identity upon entering the Museum;
  - f) the Visitor is wearing apparel that covers their face and is not willing to reveal their face for identification purposes before entering the Museum;

- g) the Visitor is unwilling to cooperate with Museum Officials conducting manual checks of Visitors' property, such as bags, small backpacks and prams/strollers;
- h) the Visitor has violated a provision of these Terms & Conditions for Visitors.

## **2. Groups and schools**

- 2.1 Adults accompanying groups are expected to ensure the members of their group are aware of the Museum regulations. During visits from schools and classes, teachers and accompanying adults must see to it that all instructions and regulations of the Museum are obeyed. There must at least one accompanying adult for every fifteen children; for primary school groups, the proper ratio is one adult per five children.
- 2.2 Each accompanying adult must supervise their group at all times for the entire duration of the visit to Museum premises.
- 2.3 Writing boards are available at the front desk for use in educational assignments and so on. Children may be given only grey (graphite) pencils to write with in the Museum. Using walls or other objects as a hard surface when writing is strictly prohibited.
- 2.4 The date and timeslot of a booked guided tour may be changed up to 48 hours beforehand, provided there is capacity available on the desired new date and in the desired timeslot.

## **3. Refunds**

The Visitor is not entitled to receive a refund in the event that:

- 3.1 their ticket has been lost or stolen;
- 3.2 they fail to appear on the date listed on the Admission Ticket;
- 3.3 the Visitor has complaints with regard to:
  - a) specific artwork(s) not currently being on display;
  - b) a temporary partial closure of the Museum building;
  - c) changes to the opening hours in connection with evacuation drills, emergencies or in-house first-response activities;
  - d) nuisance, inappropriate behaviour or theft caused by or on the part of other Visitors;
  - e) inconvenience or nuisance due to work being carried out on the building, the installation or de-installation of exhibitions or improper functioning of facilities in the building.
  - f) nuisance in connection with crowding or groups.

## **4. Found items**

Found items will be retained for a maximum period of one year. In the event Visitors find lost items on Museum premises, those items should be surrendered to the front desk. The owner or rightful claimant can retrieve their item in person or arrange for it to be sent COD, provided they present valid proof of identity.

## **5. Liability of the Museum**

5.1 The Museum and/or its Officials are not liable for any loss or damage caused to Visitors or third parties by the Museum and/or its Officials, unless said loss or damage is a result of intent or gross negligence on the part of the Museum and/or one of its Officials. The Museum and/or its Officials may never be held liable for consequential loss or damage.

5.2 In the event the Museum or one or more of its Officers is/are deemed liable as referred to in Article 5.1, the extent of the liability shall be limited to the highest of the following amounts:

- a) the price of the Admission Ticket and actual travel costs incurred;
- b) the amount paid to the Museum by the Museum's insurer in connection with the matter;
- c) if a third party is liable to the Museum for the loss or damage incurred, the amount received by the Museum from that third party in respect of the event which caused the loss or damage.

## **6. Force majeure**

The Museum is not liable for any damage as a result of circumstances beyond its control, i.e., force majeure. Force majeure will in any case be taken to include natural disasters, labour strikes, terrorist attacks, disruptions to the power grid and nuisance due to construction work.

## **7. Processing of personal data**

Museum is a processor of personal data within the meaning of the General Data Protection Regulation (GDPR). By purchasing an Admission Ticket, the Visitor consents to their personal data being processed by the Museum. Personal data shall be processed no further than to the extent necessary for the performance of the agreement between the Visitor and the Museum, insofar as there is a legal

obligation of the Museum to do so, and no further than insofar as the Museum has a legitimate interest for doing so.

## 8. Applicability

These General Terms & Conditions for Visitors shall apply to any legal relationship between the Museum and the Visitor. This English text is a translation of the Dutch original; in case of a discrepancy, that Dutch original will prevail.

Tilburg, September 2023