

Terms and Conditions Governing Visits to NEMO Science Museum

April 2016

Introduction

The Stichting NCWT/NEMO Science Museum Foundation (to be referred to below as 'NEMO') will do everything that is reasonably possible to ensure that visits to the museum and exhibitions that the museum organizes meet visitors' wishes. NEMO will optimally exercise all due care towards visitors. NEMO makes every effort to keep to a minimum any inconvenience or nuisance for visitors and to safeguard the visitors' safety to every extent possible. NEMO is very open to suggestions from visitors in order to improve the services it provides. Visitors can tell us about their experiences and/or submit suggestions at the cash desk.

1 General provisions: definitions

Article 1.1

'NEMO' is taken to mean the organization that manages and runs the museum, including but not limited to the executive board, curators, employees who interact with the public and security officials, in addition to other museum executives who are authorized to act on behalf of that organization.

Article 1.2

The 'museum' is taken to mean the whole made up of spaces, located at Oosterdok 2 in Amsterdam, the Netherlands, which falls under the legal capacity or management authority of NEMO's executive board, including but not limited to exhibition and event spaces, the restaurant and terraces.

Article 1.3

A 'visitor' is taken to mean any person who enters the museum and/or visits an exhibition or who attends an event, by invitation, that NEMO organizes or that third parties organize with NEMO's permission.

Article 1.4

From the moment a visitor enters the museum, either as a paying visitor or as a guest, he will be deemed to have entered into an agreement that is governed by the Terms and Conditions Governing Visits. The Terms and Conditions Governing Visits also govern special activities during, before or after the regular opening hours and/or special activities that are aimed at persons other than regular visitors, for example in the event that rooms are rented out, catering, visits to the shop, etc.

Article 1.5

The applicability of the Terms and Conditions Governing Visits does not affect the applicability of any other terms and conditions (contractual or otherwise) and/or regulations that NEMO applies. The convergent applicability of any other terms and conditions (contractual or otherwise) of NEMO's will not override the Terms and Conditions Governing Visits. In the case of special activities, in the event of a conflict, the specific terms and conditions or provisions stipulated for those special activities will prevail over the Terms and Conditions Governing Visits.

Article 1.6

The 'Terms and Conditions Governing Visits' are taken to mean the Terms and Conditions Governing Visits of NEMO in Amsterdam, as they have been filed with the Chamber of Commerce in Amsterdam.

2 Accessibility

Article 2.1

The museum is located in a modern, accessible building that has exhibitions and activities spread out on various floors and on the roof terrace. NEMO makes every effort to ensure that all spaces are fully accessible. Both inside and outside the building it is necessary to be aware of circumstance that could affect personal accessibility. Individual circumstances and/or weather conditions can seriously affect accessibility.

Article 2.2

Visitors are advised to familiarize themselves with situations that could restrict their personal accessibility. It is particularly important to be aware that the roof terrace can be slippery under certain weather conditions.

Article 2.3

Visitors are advised to familiarize themselves when they enter the museum with the escape routes that must be used in the event of an emergency situation or a threat of such a situation arising. It is prohibited to use the lifts in event of an emergency.

Article 2.4

Visitors are advised to contact the Public Assistance Department for information about circumstances that could lead to restrictions in a visitor's personal accessibility and the availability of individual assistance.

3 Ticket sales, offers and prices

Article 3.1

Any and all quotations that NEMO provides in writing or written information that is provided in another manner are binding insofar as they are NEMO's own information materials that are located in the museum at the time of the entitlement or that have been distributed recently by or on behalf of NEMO. NEMO is not liable for any errors that can be blamed on an intentional act or omission or negligence on the part of third parties.

Article 3.2

Every visitor who is present inside the museum must have a valid admission ticket. Visitors have access only through the entrances and paths that are intended for that purpose.

Article 3.3

Visitors are required to show their admission ticket or any voucher or ticket that entitles the visitor to a discount on the admission fee if they are asked to do so by a person who is recognizably an official, including but not limited to security officers.

Article 3.4

A visitor will not be entitled to receive a refund of the admission fee or any other compensation in the event that the admission ticket has been lost or stolen before he enters the museum. In the event that a visitor does not use an admission ticket that was purchased in advance, that will be at the visitor's own risk and expense. This provision also applies in the event that the admission ticket is valid only for a certain time and/or date. Once it has been received, an admission ticket may not be exchanged, nor will the admission fee be refunded.

Article 3.5

A visitor (or a potential visitor) may be denied entry to the Museum if it is apparent that the admission ticket, the discount card or the voucher has not been obtained from NEMO or an agency that NEMO has authorized to issue it.

Article 3.6

Admission tickets are strictly personal and non-transferrable.

Article 3.7

A Museum Pass is strictly personal and non-transferrable. The visitor must be able to show the Museum Pass when entering the museum.

Article 3.8

NEMO has special, reduced rates for educational institutions. The following terms and conditions govern the education rate:

- Schools are requested to book in advance;
- Groups must be adequately supervised;
- Schools visit NEMO outside the official, short school holidays;
- Once a booking has been placed it may be changed or cancelled up to seven days prior to the visit (with the exception of bookings placed by means of a Culture Card web order).

4 While in the museum**Article 4.1**

Visitors are prohibited from loitering in or going to any part of the museum other than the places where the admission ticket entitles the visitor to go.

Article 4.2

While in the museum, the visitor must act in accordance with public order, public decency and the rules of propriety related to the nature of the activity being attended. Visitors also are required to immediately comply with any directions and instructions given by persons who are recognizably an official of NEMO's, including but not limited to security officers. In the event that an authorized official of NEMO's, who is recognizable as such, is of the opinion that a visitor has acted contrary to those standards, directions or instructions in any way, the visitor may be denied any further access to the museum, without the visitor having any right to a reimbursement of the costs of the admission ticket or any other costs that the visitor has incurred.

Article 4.3

While in the museum, visitors are prohibited from performing acts such as:

- a. offering any type of goods for sale to third parties or offering goods free of charge;
- b. blocking other visitors' paths intentionally and for an extended period of time, or obstructing the view of the objects being exhibited;
- c. being a nuisance to other visitors, including but not limited to the use of mobile telephones, walkmans or other causes of noise nuisance; however, NEMO may explicitly allow the use of such devices in particular areas;
- d. bringing pets or other animals with them, unless they are explicitly permitted in particular areas and with the exception of guide dogs (such as seeing-eye dogs) that guide a visitor who has an applicable identification card;
- e. smoking;
- f. taking with them objects or substances that an official of NEMO's who is recognizable as such considers dangerous. Such objects or substances may be stored at the visitor's own risk in the lockers that NEMO makes available for that purpose or may be left behind at locations that the museum designates for that purpose; and
- g. touching objects being exhibited that have been explicitly cordoned off with materials such as fences, ropes or cases. Parents or supervisors of children must strictly supervise to ensure that the children whom they have brought with them do not touch objects being exhibited that have been cordoned off. Teachers and supervisors of groups must supervise to ensure that the group

members whom they are supervising do not damage objects being exhibited that have been cordoned off.

Article 4.4

In special cases in which the general safety of persons or the collection reasonably so require, a supervisory official of Nemo's, who must be recognizable as such, may request to be permitted to inspect any bags or hand-luggage that a visitor is carrying. Moreover, if it is deemed necessary to do so, specially educated and trained staff members may request a visitor to cooperate with a security search when the visitor is entering or leaving the museum. A potential visitor will be warned that that measure is in effect before he enters the museum.

Article 4.5

A video surveillance system is in operation in NEMO. Visitors accept that video recordings may be made of them.

Article 4.6

NEMO upholds strict copyrights. It is prohibited to publish or duplicate for commercial purposes photographic, video and film recordings based on all or part of the presentation and/or collection, in any manner and using any medium whatsoever, including electronic media, without receiving prior permission to do so, in writing, from NEMO's executive board.

Article 4.7

NEMO may deny entrance permanently or for a specified period to a visitor who has intentionally damaged an object, or who warrants the fear for such damage in another manner, during one or more visits to a museum in the Netherlands. NEMO may in any event subject such a visitor to the measures stipulated in Article 4.4 of these Terms and Conditions Governing Visits at the time of all visits. Such a visitor will be notified of the decision to deny him entrance immediately, stating the reasons, and in writing if possible.

5 Complaints

Article 5.1

NEMO will do everything possible to ensure that the visit to the museum or the exhibitions and activities that NEMO organizes are in keeping with the published offer. This includes the obligation to inform the public as thoroughly as possible in the event that the museum and/or exhibitions that NEMO has offered will close entirely, partially or early. NEMO also will inform the potential public of any maintenance work, renovations or refurbishment of spaces that could cause inconvenience or nuisance. In no event can a visitor derive any right to compensation of damage on that ground.

Article 5.2

Complaints with respect to the following circumstances are inadmissible. In no event may such circumstances lead to NEMO having any obligation to compensate a visitor for damage:

- a. complaints with respect to the inability to see any objects in NEMO's permanent collection;
- b. complaints with respect to the museum being partially closed, including but not limited to partial closing in connection with setting up or dismantling exhibits;
- c. complaints and circumstances related to nuisance or inconvenience caused by other visitors, including but not limited to noise nuisance, inappropriate behaviour, theft and molestation;
- d. complaints and circumstances related to nuisance or inconvenience caused by maintenance work, including but not limited to refurbishing or setting up spaces;
- e. complaints and circumstances related to nuisance or inconvenience caused by a failure of facilities in the museum to operate properly.

Article 5.3

NEMO must receive complaints about any visit to the museum and claims for compensation of damage, including requests for a refund of the admission fee, in writing, within six weeks after the visit took place. Complaints and claims that are submitted after that term has expired will not be accepted.

Article 5.4

NEMO will investigate the complaint and will respond in writing within 30 days after it has received the complaint. The person who submitted the complaint will be notified in the event that the investigation has not yet been completed and will be told when it is expected that the investigation will be completed.

Article 5.5

Visitors can submit complaints, claims and suggestions for improvement at the cash desk on the day of the visit or in writing by sending an e-mail to info@e-nemo.nl.

6 The museum's liability

Article 6.1

The visitor's presence in the museum is at his own risk and expense.

Article 6.2

NEMO will be liable for any damage to property and/or consequential damage or bodily injury caused to the visitor only if the damage is the result of an intentional act or omission or gross negligence on the part of NEMO and/or its officials, on the understanding that the only damage that qualifies for compensation is damage for which NEMO is insured or should have been insured in accordance with the standards or reasonableness and fairness and for the maximum amount insured. NEMO's liability is excluded in cases such as:

- a. damage as a result of acts performed by third parties, including persons whom NEMO has engaged and lessees of the building (or rooms in the building) and third parties whom such lessees has engaged;
- b. damage as a result of a failure to comply with instructions given by NEMO's officials and as a result of a failure to comply with the rules of decency that generally apply;
- c. damage that is caused in any way by other visitors;
- d. damage caused to a visitor's vehicle.

Article 6.3

In no event will NEMO be liable for any damage that a visitor sustains as a result of a situation involving *force majeure* on the part of NEMO. *Force majeure* is taken to mean any circumstance over which NEMO has no control – even if it already had been foreseen as a possibility at the time at which the agreement was concluded – that temporarily or permanently prevents compliance with the agreement in addition to, insofar as not already included, war, war violence, civil war, terrorism, uprising, riots, police and/or fire brigade actions, strikes, transport impediments, fire and other serious breakdowns in NEMO's business or in the building, weather conditions and failure of public transport to operate for any reason whatsoever.

7 Visitors' liability

Article 7.1

The visitor to the museum is liable for any and all direct or indirect damage that he causes, as a result of his failure to comply with these Terms and Conditions Governing Visits or otherwise, and indemnifies NEMO against any claims brought by third parties in that context.

Article 7.2

The person who is (or who originally was) entitled to the admission ticket is jointly responsible and jointly liable for any damage caused by the holder of that admission ticket.

Article 7.3

Parents or supervisors of children are responsible and liable at all times for the behaviour of the children that they bring with them. Teachers and supervisors of groups are jointly responsible and jointly liable, without prejudice to each of their individual joint responsibility and joint liability, for the behaviour of the members of the group whom they supervise.

Article 7.4

Organizations that organize (or that have another party organize) meetings, special events and/or parties in the museum are responsible and liable at all times for the behaviour of the guests who they invited, without prejudice to those guests' own responsibility and liability.

8 Found objects

Article 8.1

Any objects that a visitor finds in the museum can be turned in at the cash desk.

Article 8.2

NEMO will make every effort to trace the owner of or person entitled to the found object and will maintain regular contact with the local police for that purpose. Any found objects that have not been claimed after they have been in NEMO's custody for six months will be turned over to the local police.

Article 8.3

In the event that the owner of or person entitled to a found object wishes to claim the object, he may choose to collect the goods himself or to have them sent to him C.O.D. In both cases the owner or person entitled will be obliged to show proof of his identity.

9 Applicable law

Article 9.1

These Terms and Conditions Governing Visits and the agreement between the visitor and NEMO are governed by Dutch law.

Article 9.2

Any and all disputes that ensue from the agreement between the visitor and NEMO will be submitted exclusively to the competent court in Amsterdam.

10 Final provision

Article 10

In the event that one or more of the foregoing articles are not legally valid or become legally invalid, the other provisions will otherwise remain legally valid and the invalid provision will be replaced with a new provision that is in accordance with the old provision to every extent possible in terms of its content, scope and/or purpose.

Michiel Buchel
Management Director of NEMO