



# **general terms and conditions for visitors**

## 1 Definitions

Terms and conditions:	these General Terms and Conditions for visitors;
Visitor:	anyone who enters the Museum and/or visits an exhibition or attends an activity or attends a reception, conference, lecture or similar event by invitation at or in the grounds of the Museum;
Admission ticket:	a ticket purchased by the Visitor during regular opening hours which gives admission to further specified spaces at the Museum;
Officials:	all staff and third parties deployed by Paleis Het Loo
Group/Group visit:	a group of fifteen (15) or more Visitors who visit the Museum together;
Museum:	the spaces (built and unbuilt) open to the public that fall under the legal competence or management of Paleis Het Loo, including but not limited to palace rooms, meeting rooms, offices, restaurants, gardens, other outdoor spaces, repositories and annexes;
Agreement:	the agreement between the Visitor and Paleis Het Loo on the basis of which the Visitor is granted access to the Museum;
Paleis Het Loo:	Stichting Paleis Het Loo Nationaal Museum, with registered offices at Koninklijk Park 1, 7315 JA Apeldoorn, listed in the commercial register of the Chamber of Commerce under number 41041897;
Entry permit:	an Admission ticket (combined with a discount card where appropriate) or a similar permit (such as a written invitation, voucher, annual season ticket) that gives admission to further specified spaces at the Museum. An electronic admission ticket (an admission ticket printed out by the visitor or shown on a smartphone) will also be regarded as an entry permit;
Admission price:	the price paid for the Entry permit, including any transaction and/or other fees;
Inspection:	the examination by Officials of bags, cases, coats and other luggage or items carried by Visitors.

## **2 Applicability**

- 2.1** Visitors are entitled to enter the Museum only on presentation of a valid Entry permit. Visitors must present the Entry permit and any voucher or card giving a discount on the Admission price to Officials on request. Visitors who fail to comply with such a request may be denied admission to the Museum and will not be entitled to reimbursement of the Admission price.
- 2.2** These terms and conditions apply to all Visitors to the Museum and all natural and/or legal persons utilised now or in the past by Paleis Het Loo in connection with its objective. The Terms and conditions consist of a number of sections: a general section that applies to all Visitors, and a section that applies to Groups (specific or otherwise).
- 2.3** These Terms and conditions also apply to special activities outside regular opening hours that may be targeted at individuals other than regular Visitors, as in the case of receptions by invitation only.
- 2.4** Deviation from the General Terms and Conditions is permitted only if expressly agreed in writing.
- 2.5** Paleis Het Loo reserves the right to amend the General Terms and Conditions from time to time.

## **I. General section: applicable to all Visitors**

### **3 Access to the Museum**

- 3.1** Visitors will be admitted to the Museum only on presentation of a valid Entry permit. Visitors are also obliged to show their Entry permit and the voucher or card entitling them to a discount on the Admission price to Officials on request. Visitors who fail to comply with such a request may be denied admission to the Museum and will not be entitled to reimbursement of the Admission price.
- 3.2** Visitors are obliged to cooperate with Inspections. Any Visitor who refuses to cooperate with an Inspection may be denied admission to the Museum and will not be entitled to reimbursement of the Admission price.
- 3.3** Actual or potential Visitors will also be denied admission or further access to the Museum if:
  - their Entry permit was not obtained from Paleis Het Loo or from a body authorised for the purpose by Paleis Het Loo;
  - the Visitor is evidently under the influence of alcohol, narcotics or similar substances;
  - the Visitor disturbs the peace or has the intention to disturb the peace;
  - the Visitor refuses to comply with the Terms and conditions;
  - the Visitor wishes to enter the Museum with bare feet and/or a bare torso; or
  - the Visitor is in possession of legally banned goods, materials or items such as fireworks, glasses, cans, banners bearing inscriptions which are discriminatory or provocative in the opinion of Officials, chains, firearms, knives or other weapons, or other items that can be used as weapons to disturb the peace or threaten the safety of Visitors, Officials, buildings or collections.
- 3.4** Paleis Het Loo is entitled to deny access temporarily or permanently to any Visitor who during one or more previous visits to the Museum or another museum damaged an object as a result of misconduct, gross misconduct and/or as a deliberate act, or if there are grounds to fear that they will cause such damage. Paleis Het Loo may at any rate subject this Visitor to the measures set out in article 4 every time they visit. The Visitor will be informed immediately of the decision to deny them access, in writing if possible.

- 3.5** The ticket office at Paleis Het Loo closes 60 minutes before the Museum closes; no more Visitors will be admitted after that time.
- 3.6** Paleis Het Loo is entitled to change its regular opening hours for occasional emergency response drills, under section 23 of the Working Conditions Act (Arbowet) or, in the event of an actual emergency, for any full or partial evacuation of the Museum deemed necessary. Any such change to the regular opening hours will not entitle Visitors to reimbursement of the Admission price.

## **4 Visit to the Museum**

- 4.1** Visitors visit the Museum at their own expense and risk.
- 4.2** During their visit to the Museum Visitors must behave in accordance with security instructions, public order and any other rules applying to museum visits. Visitors are also obliged to comply immediately with instructions issued by Officials. If, in the opinion of one or more Officials, a Visitor is failing to comply with these instructions and standards in any way whatsoever, they may be denied further access to the Museum, without Paleis Het Loo being obliged to pay any compensation (including reimbursement of the Admission price).
- 4.3** Paleis Het Loo uses camera surveillance at the Museum. CCTV footage is kept in accordance with the time limits in the General Data Protection Regulation (GDPR). If Paleis Het Loo deems it necessary, the footage will be watched by Officials and/or made available to the police.
- 4.4** Children under the age of twelve (12) may only visit the Museum if accompanied by an adult.
- 4.5** While at the Museum visitors may not:
- offer goods of any kind for sale to third parties, or supply goods free of charge;
  - obstruct other Visitors, including but not limited to deliberately barring the way and/or obstructing their view of displayed objects for a long period;
  - use audio sources (such as speakers);
  - bring pets with them, unless this is explicitly permitted in certain spaces, or in the case of guide dogs or other service dogs accompanying a Visitor;
  - smoke;
  - bring food and drink into the Museum;
  - bring (in the opinion of Officials) hazardous objects and/or substances, including but not limited to walking sticks with sharp points, umbrellas or large bags: such items may be handed in at a place indicated by Paleis Het Loo;
  - use private transport with the exception of wheelchairs, prams, buggies, walking frames and other generally accepted aids. Mobility scooters are not allowed inside the Museum because of their size and lack of accessibility inside the building;
  - touch items on display or exhibition materials such as display cases, partitions and the like, unless this is explicitly permitted. Parents and other adults accompanying children must strictly ensure that the children in their charge do not touch items on display; teachers and adults accompanying groups must also ensure that the members of the group in their charge do not touch items on display. Young children may not be carried on the shoulders, but must be led by hand or transported by buggy;
  - bring drinks or other liquids in glass or metal containers or other packaging;
  - give guided tours of the Museum except with the prior written permission of Paleis Het Loo;
  - fly unmanned aircraft above or in the Museum;
  - take photographs, video or film using lights, flash units and/or stands (including selfie sticks and drones) without the prior written permission of Paleis Het Loo;
  - bring cases, bags, rucksacks and other objects larger than 30 x 40 x 25 centimetres.

- 4.6** Parents, teachers and accompanying adults are responsible and liable at all times for the behaviour of the minor children, individuals or Groups in their charge.
- 4.7** In the event of an emergency, such as the sudden disappearance of an art object, a terrorist attack or other act of violence, Paleis Het Loo is authorised to close and escort any Visitors present out of the building one by one. Visitors may then be asked to cooperate with an Inspection. Paleis Het Loo may request that any Visitor who refuses to cooperate with an Inspection show proof of identity before they leave the Museum.

## **5 Entry permit and reimbursement**

- 5.1** An Entry permit (pre-purchased or purchased at the Museum) is valid only for the time slot and date specified on the ticket (if applicable).
- 5.2** Entry permits may not be resold without the prior permission of Paleis Het Loo. Visitors will be denied further access to the Museum if it is found that their Entry permit was not supplied by Paleis Het Loo or a body authorised for the purpose by Paleis Het Loo.
- 5.3** Travel agencies and tour operators may not make individual or group bookings for Visitors without the prior written permission of Paleis Het Loo.
- 5.4** If a potential visitor does not use their pre-purchased Entry permit, this will be at their own expense and risk. Once purchased, an Entry permit may not be exchanged and no refunds will be given. The Admission price will not be reimbursed under any circumstances if for whatever reason the visitor is unwilling or unable to use the Entry permit.
- 5.5** Visitors will not be eligible for reimbursement of the Admission price in the event of loss or theft of the Entry permit before the Visitor has entered the Museum.
- 5.6** Paleis Het Loo is not obliged to reimburse the Admission price and/or pay any other damages to Visitors in the following circumstances:
  - a.** items from the Museum's permanent collection not being visible;
  - b.** partial closure of the Museum, including but not limited to partial closure as a result of the installation or dismantling of exhibitions;
  - c.** nuisance or inconvenience caused by other Visitors, including but not limited to noise, inappropriate behaviour (including vandalism), theft;
  - d.** damage caused by other Visitors;
  - e.** nuisance or inconvenience caused by maintenance work, including but not limited to alterations to the building or the refurbishment of individual rooms;
  - f.** nuisance or inconvenience caused by the failure of facilities at the Museum to function properly.
- 5.7** Complaints concerning and requests for reimbursement of the Admission price must be submitted to Paleis Het Loo in writing within six weeks of the actual or planned visit. Complaints and requests received after this deadline will not be considered. Paleis Het Loo will investigate the complaint and respond in writing within 30 days of receipt. If the investigation is not complete at that point, the complainant will be informed accordingly, with an indication of when it is likely to be complete.

## **6 Prices**

- 6.1** All prices include value-added tax (BTW), unless agreed otherwise.
- 6.2** Paleis Het Loo is entitled to increase its prices annually in line with the Consumer Prices Index (CPI).

## **7 Photography, video and film**

- 7.1** Where permitted, any photographs, video and film footage taken by Visitors may be used only for personal, non-commercial purposes. Use for commercial purposes requires the express written permission of Paleis Het Loo, subject to the applicable list of fees.
- 7.2** Paleis Het Loo occasionally has photographic and film reports made at the Museum. This material may be used for publicity purposes on its website, and in folders and other printed material. Any Visitor who objects to the publication of images in which they appear in recognisable form should inform Paleis Het Loo of this fact by emailing [info@paleishetloo.nl](mailto:info@paleishetloo.nl). Paleis Het Loo will then make every effort to prevent publication of the material.

## **8 Privacy**

- 8.1** In so far as personal data are collected and processed for the issuing of Entry permits, Paleis Het Loo will comply with all privacy legislation (including the GDPR). To the extent that Paleis Het Loo uses data processors to process personal data, they will if necessary enter into data processing agreements with them.

## **9 Force majeure**

- 9.1** Any failure by Paleis Het Loo to implement the Agreement may not be attributed to the Museum if it cannot be held to be at fault or be held liable, either by law, under the Agreement or according to generally accepted opinion.
- 9.2** Force majeure will at any rate be taken to mean: any circumstance beyond the control of Paleis Het Loo that permanently or temporarily prevents compliance with the Agreement, as well as, in so far as not already included: war, threat of war, insurrection, natural disasters, epidemics or pandemics, exceptionally high sickness absence, strikes, transport difficulties, fire and/or other serious disruptions to operations at Paleis Het Loo.
- 9.3** If performance is delayed by force majeure for longer than a month, any party will be authorised to dissolve the Agreement, and Paleis Het Loo will be obliged to reimburse the Admission price or compensate any damage suffered by the Visitor or third parties. In such circumstances Paleis Het Loo will offer Visitors the opportunity to change the date of their visit to the Museum.

## **10 Liability**

- 10.1** Paleis Het Loo is explicitly not liable for indirect damage, including at any rate consequential damage, lost profits or lost turnover. Paleis Het Loo will under no circumstances be liable for damage incurred as a result of price quotations, announcements or other forms of information given by Paleis Het Loo and/or third parties.
- 10.2** The total contractual and extra-contractual liability of Paleis Het Loo in connection with the Agreement is limited to the compensation of direct damage up to a maximum of the highest of the following amounts:
  - a.** the actual Admission price paid or, if it is higher;
  - b.** the sum paid out by Paleis Het Loo's insurance company to Paleis Het Loo in that instance of damage or, if it is higher;
  - c.** the compensation paid by a third party in that instance of damage.For the sake of completeness, it should be noted that the amounts referred to above are not cumulative.

- 10.3** Paleis Het Loo will under no circumstances be liable for damage to or loss of goods which the Visitor gives to Paleis Het Loo for safekeeping.
- 10.4** The limits on liability set out in this article will not apply if the damage is the result of deliberate or knowingly reckless actions or negligence on the part of management at Paleis Het Loo.
- 10.5** Visitors are liable to Paleis Het Loo for any damage inflicted by a Visitor which, under law or these Terms and conditions, is the responsibility of that Visitor, including in the event that the Visitor is participating in a workshop, guided tour or other activity organised by Paleis Het Loo.

## **11 Information and contact**

- 11.1** Paleis Het Loo will do everything in its power to ensure that the visit to the Museum, exhibition or activity organised by Paleis Het Loo proceeds in accordance with the published description; this includes the obligation to inform actual or potential Visitors as completely as possible about any full, partial or early closure of the Museum and/or exhibitions organised by Paleis Het Loo. Paleis Het Loo will also inform the public about disruptive maintenance work, alterations to the building or the refurbishment of rooms in the building. Visitors may under no circumstances derive any right to damages from such activities.
- 11.2** Actual or potential visitors with questions or complaints may contact us by phone +31 (0)55 577 24 00 or at the following email address: [info@paleishetloo.nl](mailto:info@paleishetloo.nl).

## **12 Lost property**

- 12.1** Visitors may hand in any lost property they find at the Museum to an Official, or at the cloakroom, ticket desk and/or information desks at the Museum.
- 12.2** Paleis Het Loo will make every effort to trace the owner of or rights holder to the item and return it to them
- 12.3** Valuable items such as passports and driving licences will be passed on to Apeldoorn Police as quickly as possible.
- 12.4** Officials will hand in all lost property at the reception by the next working day at the latest.
- 12.5** In the event that the owner of or rights holder to an item of lost property that is still at the Museum reports to the Museum, they will have the choice of either collecting the item in person or having it mailed cash on delivery. In either case the owner or rights holder must show proper proof of identity.

## **13 Applicable law**

- 13.1** The Terms and conditions and the Entry permit are subject exclusively to Dutch law.
- 13.2** Any disputes arising between the Visitor and Paleis Het Loo in connection with the Entry permit or Terms and conditions will be brought exclusively before a competent court for settlement.

## II. General section: applicable to Groups

**13.3** The following rules apply to all Groups:

- Paleis Het Loo reserves the right to refuse Groups admission to the Museum.
- The tour guide or driver of each Group is entitled to free admission to the Museum.
- Touring cars may park free of charge in the area designated by Paleis Het Loo.

**13.4** The following rules apply to specific Groups consisting of pupils/students, teachers and/or accompanying adults:

- For primary school groups: two teachers and/or accompanying adults for every fifteen (15) pupils.
- For secondary school groups: a minimum of one teacher/accompanying adult or a maximum of two teachers and/or accompanying adults for every fifteen (15) students.
- Teachers and/or accompanying adults are responsible and liable to the actions and omissions of the minor students in their charge.
- Teachers and/or accompanying adults must discuss the provisions of article 4 with students prior to visiting the Museum.
- Teachers and/or accompanying adults will be entitled to free admission to the Museum on condition that the above-mentioned maximum is not exceeded.