

MODEL CONDITIONS



Openbaar Vervoer Museum Doetinchem



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Introduction

Within reasonable limits, Openbaar Vervoer Museum will do everything possible to let the visit to the museum premises and the exhibitions and events organised by Openbaar Vervoer Museum progress according to the wishes of the visitor. Openbaar Vervoer Museum will do its utmost to restrict possible inconvenience or discomfort to the visitor to a minimum as well as to guarantee the visitor's safety as much as possible.

General regulations: definitions

Section 1.1

By 'the museum' and Openbaar Vervoer Museum is understood the organisation which manages and operates the museum premises, which includes, but is not restricted to, the executive staff, curators, attendants and other museum officers authorized to act on behalf of this organisation.

Section 1.2

By 'the museum premises' is understood the entirety of areas (built up as well as open areas) falling under the legal or management authority of the executive staff of Openbaar Vervoer Museum, which includes, but is not restricted to, exhibition rooms, auditoriums and meeting rooms, restaurant, refreshment rooms, terrace, garden, park, other outdoor areas, storage rooms, annexes and outstations.

Section 1.3

By 'visitor' is understood anyone who has in any way, directly or indirectly, made an agreement with Openbaar Vervoer Museum aimed at entering the museum premises and/or visiting an exhibition or an event organised by Openbaar Vervoer Museum for the regular visitor during regular opening hours.

Section 1.4

These general Conditions for Visitors are applicable to every agreement between Openbaar Vervoer Museum and a visitor. The conditions are not applicable to special events outside regular opening hours and/or which are aimed at other than the regular



visitor, for instance in the case of renting rooms and external catering.

Sale of tickets, special offers and prices

Section 2.1

All quotations, communications or other information provided by Openbaar Vervoer Museum are binding. Openbaar Vervoer Museum accepts liability for mistakes made by the museum itself, if any, concerning quotations, communications or other information provided to the visitor. This liability applies only to the museum's own information material that is present in the museum at the moment when liability is claimed, or has been recently disseminated by or on behalf of Openbaar Vervoer Museum. Openbaar Vervoer Museum is not responsible for mistakes due to wilful intent, culpability or negligence of third parties.

Section 2.2

The visitor is at all times obliged to show on demand his admission ticket and any ticket or voucher granting reduced admission to officers recognisable as such, including attendants, but not restricted to these.

Section 2.3

The potential visitor is not entitled to restitution of the admission charge or any other compensation in the event of loss or theft of the admission ticket before entering the museum premises.

If a potential visitor does not use his previously bought admission ticket this is for his/her own risk and account; this is also the case if the admission ticket is only valid for a certain time and/or date. An admission ticket cannot be exchanged once it has been issued nor will there be any restitution of the admission charge. The price paid may, however, be restituted if circumstances beyond the buyer's control make it impossible for him/her to make the museum visit, but this is at the executive staff's discretion.

Section 2.4

The potential visitor may be denied access to the museum premises if it appears that



the admission ticket, the discount ticket or the voucher has not been obtained from Openbaar Vervoer Museum or another body authorized by Openbaar Vervoer Museum.

Section 2.5

Openbaar Vervoer Museum will exclusively restitute the actual admission charge and the travelling expenses incurred, if the visitor has to leave the museum premises prematurely due to an unannounced exercise within the framework of the health and safety rules, as well as in the case of a real calamity which necessitates the complete or partial evacuation of the premises.

Actual stay on the museum premises

Section 3.1

During their stay on the museum premises visitors should behave properly in accordance with public order, good manners, and the rules of the event being visited. Visitors are also obliged immediately to follow the directions and instructions of the recognisable officers of Openbaar Vervoer Museum, including the attendants, but not restricted to them.

If, according to the reasonable judgement of a qualified officer of Openbaar Vervoer Museum, who should be recognisable as such, visitors act in any way in contravention of these standards, directions or instructions, they can be denied further entrance to the museum premises without being entitled to any compensation of the cost of the admission charge or other costs incurred, if any.

Section 3.2

Parents or supervisors of children are at all times responsible and accountable 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.

Section 3.3

The following are, inter alia, forbidden for visitors on the museum premises:
to offer for sale or without charge any kind of goods to third parties;



- to obstruct passage for other people deliberately or to obstruct their view of exhibited objects for a prolonged period;
- to hinder other visitors, which includes but is not restricted to the use of mobile telephones, walkmen, or other sources of noise nuisance; the use of such equipment may, however, be explicitly allowed in certain areas by Openbaar Vervoer Museum;
- to bring 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 identification pass;
- to smoke in all enclosed areas other than in areas designated for smoking by pictogrammes or text;
- to bring food and consumptions into the enclosed areas of the museum premises;
- to bring dangerous objects or substances into the museum premises, which includes but is not restricted to walking sticks, umbrellas or large bags, if considered to be so by a recognisable officer of Openbaar Vervoer Museum; these objects may be left at a location designated by Openbaar Vervoer Museum;
- to use wheelchairs, prams and buggies in enclosed areas designated by Openbaar Vervoer Museum, other than those made available by the museum;
- to touch 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 see to it that exhibited objects are not touched by the children they accompany. Small children should be taken by the hand or be moved in buggies; teachers and supervisors are equally held to see to it that group members under their supervision do not touch exhibited objects.

Section 3.4

In special cases which may reasonably be required for the overall security of people or the safety of the collections, an executive officer of Openbaar Vervoer Museum, who should be recognisable as such, can ask to inspect (hand) luggage brought along by the visitor. If considered necessary, specially prepared and trained personnel may, moreover, ask the visitor upon entering or leaving the museum premises to cooperate



in a security search. The potential visitor will be warned before entering the museum premises that this measure is operative.

Section 3.5

It is forbidden to the visitor to make photographic, video or film shots with the use of lamps, flash equipment and tripods, unless previous, written permission is given by the executive staff of Openbaar Vervoer Museum, and to make public or reproduce these photographic, video and film shots in whatever way and with whatever medium, which includes electronic media.

Section 3.6

Entrance to the museum premises can be denied for good or for a definite 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; the museum may in any case subject this visitor to the measures mentioned in section 3.4 of these Conditions for Visitors during all his visits.

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

Complaints and claims

Section 4.1

Openbaar Vervoer Museum will do everything possible to let the visit to the museum premises or the exhibitions and events organised by Openbaar Vervoer Museum take place according to the published offer; this includes the obligation to inform the public as clearly as possible about total, partial or advanced closure of the museum premises and/or exhibitions organized by Openbaar Vervoer Museum. Moreover Openbaar Vervoer Museum will inform the potential public about maintenance work which may be a hindrance or the rebuilding or the designing/redesigning of areas. The visitor can never derive the right to compensation for these matters.

Section 4.2

Claims can not be made with reference to the following, for Openbaar Vervoer Museum



unavoidable, complaints and circumstances, and will therefore never lead to any obligation to compensation from the museum to the visitor:

- complaints referring to objects not being visible from the permanent collection of Openbaar Vervoer Museum;
- complaints referring to the partial closure of the museum premises, which include, but are not restricted to, partial closure as a result of the building or dismantling of exhibitions;
- complaints and circumstances referring to inconvenience or discomfort caused by other visitors, which include, but are not restricted to, noise nuisance, improper behaviour, theft or molestation;
- complaints and circumstances referring to nuisance or inconvenience caused by maintenance activities, which include, but are not restricted to, rebuilding or designing/redesigning of areas;
- complaints and circumstances referring to nuisance or discomfort caused by improper functioning of facilities within the museum premises.

Section 4.3

Complaints and requests for claims about the agreement between Openbaar Vervoer Museum and the visitor should reach Openbaar Vervoer Museum in writing within six weeks after the visit took place. Complaints and requests for compensation submitted after this period will not be dealt with. A complaints form can be obtained with these Conditions for Visitors.

Section 4.4

Openbaar Vervoer Museum will examine the complaint and reply in writing within 30 days of receipt. If the examination has not yet been completed by that time, this will be communicated to the complainer, together with the expected moment when this will be completed.

Section 4.5

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



Liability of the museum

Section 5.1

Openbaar Vervoer Museum can never be held responsible for damage due to quotations, information or other information given by Openbaar Vervoer Museum and/or third parties to the visitor unless, and in so far as, this damage is the direct result of the wilful intent or gross negligence of Openbaar Vervoer Museum and/or its staff.

Section 5.2

The visitors' stay on the museum premises is for their own account and risk. The museum is only liable for material or consequential damage suffered by the visitor or injury sustained by the visitor if it is the direct and exclusive result of wilful intent or gross negligence of the museum, on the understanding that only the claim can be compensated for which the museum is insured, or should have been insured in fairness and justice.

Section 5.3

In no case is Openbaar Vervoer Museum obliged to pay a higher amount in damages than:

- the actually paid admission charge and the actually incurred travelling expenses or, if this is more,
- the amount paid by the insurer of Openbaar Vervoer Museum to Openbaar Vervoer Museum for the amount paid for the damage, or, the compensation obtained from a third party for the damage.

Section 5.4

Openbaar Vervoer Museum is never liable for damage caused to vehicles of the visitor unless, and in so far as, damage came into being on or within the museum premises and if, and in so far as, this damage is the direct result of the wilful intent or gross negligence of Openbaar Vervoer Museum and/or its staff.



Section 5.5

Openbaar Vervoer Museum is never liable for any direct/indirect damage whatsoever, occasioned as the direct/indirect result of any defect, any quality or circumstance of, in or on any immovable property of which Openbaar Vervoer Museum is holder, tenant/hereditary tenant, lessee or owner, or which is otherwise at the disposal of Openbaar Vervoer Museum, except if, and in so far as, the damage is the direct result of the wilful intent or gross negligence of Openbaar Vervoer Museum and/or its staff.

Section 5.6

If Openbaar Vervoer Museum accepts goods or if goods are, in whatever way, wherever, by whomever, handed in, kept, and/or left behind without asking Openbaar Vervoer Museum for any compensation for them, then Openbaar Vervoer Museum is never liable for damage to, or in connection with, goods in whatever way it may have occurred unless Openbaar Vervoer Museum has caused deliberate damage or if the damage is the result of gross negligence of Openbaar Vervoer Museum.

Section 5.7

The total liability of Openbaar Vervoer Museum due to imputable shortcomings in observing the visiting agreement is restricted to compensation of direct damage and shall in no case be more than the compensation agreement described under 5.3.

Section 5.8

In the case of damage arising from death or bodily injury, the total liability of Openbaar Vervoer Museum will never be more than the compensation agreement described under 5.3.

Section 5.9

The liability of Openbaar Vervoer Museum through indirect damage, including consequential damages, deprivation of profit or wages, missed savings, etc., is excluded.

Section 5.10

The maximum amounts mentioned in section 5.3 will, however, be disregarded if, and



in so far as, the damage is the result of the wilful intent or gross negligence of Openbaar Vervoer Museum or one of its staff.

Force majeure

Section 6.1

Force majeure which prevents possible shortcomings caused by it from being claimed from Openbaar Vervoer Museum, will apply to any unforeseen circumstance that will make implementation of the agreement by Openbaar Vervoer Museum so difficult that temporary or permanent implementation of the agreement will be impossible or difficult.

Section 6.2

By such circumstances are also understood circumstances with regard to persons and/or services, and/or institutions which Openbaar Vervoer Museum wished to use for the implementation of the visiting conditions, as well as anything that applies to the above-mentioned as force majeure or suspending or dissolving conditions, as well as imputable shortcomings from the above-mentioned.

Lost property

Section 7.1

Lost property found by the visitor on the museum premises can be handed in at the reception off the museum.

Section 7.2

Openbaar Vervoer Museum will do its utmost to trace the owner of the lost property, and to this end will maintain regular contact with the local police. Lost property which, after having been kept by Openbaar Vervoer Museum for six months, has not been reclaimed by its owner are transferred to the local police.

Section 7.3

If the owner of the lost property contacts the museum, he/she has the choice of coming to retrieve the property himself/herself or have it sent to him/her cash on



delivery. In both cases he/she must produce proper evidence of identity.

Other conditions

Section 8.1

The applicability of these Conditions for Visitors does not detract from the applicability of other (contractual) conditions and/or regulations of Openbaar Vervoer Museum, if any Applicable law

Section 9.1

These Conditions for Visitors and the agreement between the visitor and Openbaar Vervoer Museum are governed by Dutch law.

Section 9.2

All disputes resulting from the agreement between the visitor and the museum will be exclusively submitted to the competent court in Doetinchem.

These Conditions for Visitors have been established by the director and registered on 17 juni 2007 under number KvK Arnhem 41040734 at the Chamber of Commerce Arnhem at Arnhem.

In the event of dispute and/or argument about claims between the visitor and Openbaar Vervoer Museum, the Dutch version of the Conditions for Visitors will exclusively apply.

The president of Openbaar Vervoer Museum

D. Chargois



Colofon

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