

VISITOR TERMS AND CONDITIONS

Oorlogsmuseum Overloon

*Established by the board of the Nederlands Nationaal Oorlogs- en Verzetsmuseum Foundation
— KvK 41080848*

Introduction

Oorlogsmuseum Overloon aims to ensure that visits to the museum complex and its exhibitions and activities proceed in accordance with the visitor's wishes, to minimise any inconvenience or discomfort for the visitor, and to ensure the visitor's safety to the greatest possible extent. In doing so, the visitor must refrain from offensive and/or disorderly behaviour and must immediately follow any guidance and instructions given by staff of Oorlogsmuseum Overloon.

Article 1 — General provisions and definitions

Section 1.1

'The museum' and Oorlogsmuseum Overloon refer to the company that manages and operates the museum complex and anyone authorised to act on behalf of this company. Oorlogsmuseum Overloon is the abbreviated name of the Nederlands Nationaal Oorlogs- en Verzetsmuseum Foundation.

Section 1.2

'The museum complex' means the entirety of premises falling under the legal or managerial authority of the museum management, including the exhibition halls, offices, storage depots and the outdoor area in the museum park. The museum complex does not include the playground, the open-air theatre and the climbing forest on the grounds. These facilities are operated by third parties in agreement with the museum and are each subject to the separate terms and conditions of the relevant operator. The museum is not liable for these facilities as though it were their operator.

Section 1.3

'Visitor' means anyone who enters the museum complex in a manner intended and considered legitimate by the museum in order to visit an exhibition and/or an event. By entering the museum complex, the visitor irrevocably enters into an agreement with the museum, unless the entry is solely for the purpose of visiting the museum café and the visit remains limited to that.

Section 1.4

These General Visitor Terms and Conditions apply to anyone who enters into an agreement with Oorlogsmuseum Overloon, as referred to in Section 1.3.

Article 2 — Ticket sales, offers and prices

Section 2.1

All price quotations, communications or other information provided by Oorlogsmuseum Overloon are non-binding. The museum accepts liability for any errors made by the museum itself in price quotations or other information provided to the visitor. That liability applies only to the museum's own information materials present in the museum at the time of the claim, or that have recently been distributed by or on behalf of the museum. The museum is not liable for errors attributable to intent, fault or negligence of third parties.

Section 2.2

The visitor is at all times obliged, upon request, to show their admission ticket and any card or voucher entitling them to a discount on the admission price to museum staff who are recognisable as such.

Section 2.3

The prospective visitor has no right to a refund of the admission price or any other compensation in the event of loss or theft of the admission ticket before they enter the museum. If a prospective visitor does not make use of a pre-purchased admission ticket, this is always at the visitor's own expense and risk. An admission ticket once obtained cannot be exchanged and will not be refunded. The museum management may nevertheless decide at its own discretion to issue a refund if circumstances beyond the purchaser's control make it impossible to visit the museum.

Section 2.4

The prospective visitor may be denied access to the museum complex if it appears that the admission ticket, discount card or voucher was not obtained from Oorlogsmuseum Overloon or from an institution authorised to do so by Oorlogsmuseum Overloon.

Section 2.5

Oorlogsmuseum Overloon will only refund the admission price actually paid by the visitor and reasonably reimburse travel costs incurred if the visitor is required to leave the museum prematurely due to an unannounced emergency response drill or an actual emergency in the museum.

Article 3 — Stay in the museum complex

Section 3.1

During their stay in the museum complex, the visitor must refrain from offensive behaviour and from wearing offensive clothing. The visitor must immediately comply with directions and instructions given by Oorlogsmuseum Overloon staff or security personnel who are recognisable as such. If, in the reasonable opinion of a member of museum staff who is recognisable as such, the visitor acts in any way contrary to standards of decency, directions or instructions, the visitor may be denied further access to the museum complex, without the visitor having any right to reimbursement of admission costs and/or any other costs incurred.

Section 3.2

Parents or supervisors of children are at all times responsible for and accountable for the behaviour of children they have brought with them. Teachers and group supervisors are responsible for and accountable for the behaviour of group members under their supervision.

Section 3.3

The visitor is, among other things, prohibited from doing the following within the museum complex:

- offering any goods for sale to third parties, or providing them free of charge;
- intentionally and persistently blocking the way of others or obstructing the view of exhibitions;
- disturbing others through the use of phones or other sources that may cause noise nuisance, unless this is explicitly permitted by the museum in certain areas;
- bringing animals other than dogs on a lead;
- smoking inside the buildings;
- consuming food and drinks brought from outside in the museum café;
- bringing large bags inside; these may be deposited at a location designated by Oorlogsmuseum Overloon;
- touching exhibited objects and exhibition materials such as display cases, lighting and similar items, unless this is expressly and explicitly permitted. Parents or supervisors of children must strictly ensure that exhibited objects are not touched by the children they have brought with them. Small children must be held by the hand or transported in a pushchair; likewise, teachers and group supervisors must ensure that the group members under their supervision do not touch the exhibited objects.

Section 3.4

In special cases where the general safety of persons or the collection reasonably requires it, an official or security officer of Oorlogsmuseum Overloon who is recognisable as such may request to inspect the (hand) baggage carried by the visitor.

Section 3.5

Without prior written permission from the management of Oorlogsmuseum Overloon, the visitor is prohibited from making photo, video or film recordings using lamps, (semi-)professional flash equipment and/or tripods. The rules regarding the publication and commercial use of recordings made within the museum complex are set out in Article 6 of these Visitor Terms and Conditions.

Section 3.6

The museum may permanently or temporarily deny access to the museum complex to a visitor who has intentionally damaged an object during one or more previous visits to a Dutch museum, or who otherwise gives grounds for concern about damage; the museum may in any case subject this visitor to the measures referred to in Section 3.4 of these Visitor Terms and Conditions during all their visits. The decision to deny access must be communicated to the visitor promptly and with reasons, in writing where possible.

Section 3.7 — Opening hours and access times

Access to the museum grounds — including the museum park, all museum buildings, the playground, the open-air theatre and the climbing forest (where present) — is permitted only during the museum's officially published opening hours. Outside these opening hours, entry to any part of the museum grounds is prohibited, unless the museum has expressly granted written permission to do so.

The only persons exempt from this prohibition are those visiting the open-air theatre to attend a performance or to make preparations for one, provided that such performance or preparation has been organised and publicised by or on behalf of Openluchttheater Overloon. This exception does not apply to other parts of the museum grounds: even during open-air theatre performances, it is not permitted to enter the remainder of the grounds outside opening hours.

Section 3.8 — Demonstrations and manifestations

Oorlogsmuseum Overloon is a commemorative and educational institution on private grounds. Partly to safeguard the peace, safety and experience of all visitors, it is not permitted to participate in or contribute to any demonstration, manifestation, political protest or any other form of organised expression of opinion within the museum complex — including the museum park, all museum buildings and all other areas forming part of the museum grounds — regardless of the nature, content or scale thereof.

Visitors who fail to comply with this provision or who refuse to stop upon first request from a member of staff who is recognisable as such may be denied further access to the museum complex and asked to leave the grounds immediately, without the visitor being entitled to a refund of the admission price or any other compensation. The museum reserves the right to report the matter to the competent authorities.

Section 3.9 — Events in the museum complex

At events held inside or outside the museum complex — including but not limited to driving demonstrations, sports events, performances and public activities — these Visitor Terms and Conditions apply in full. In addition, the following applies:

Visitors are at all times prohibited from going beyond the barriers, cordons, tape or other physical separations by which the performance or driving area, the stage or any other part of the event area is separated from the public area. This prohibition applies even if the separation is temporarily absent or incomplete. Museum staff and security personnel are authorised to immediately remove visitors who violate this prohibition from the event area and the museum complex, without entitlement to a refund of the admission price or any other compensation.

Section 3.10 — Refusal of access to events on grounds of public order and safety

Oorlogsmuseum Overloon reserves the right to refuse a visitor (further) access to an event, prior to or during the event, and/or to remove the visitor from the event grounds, where the museum reasonably deems this necessary to maintain public order and safety and/or to reduce the risk of disturbances of the public order. In making this assessment, the museum relies on objective indications, such as behaviour previously displayed by the visitor during this or an earlier visit, concrete threats, a breach of these Visitor Terms and Conditions, or indications from the police, security services, or other competent authorities.

Based on a prior risk assessment, the museum may also apply this refusal of access before the start of the event. The visitor shall, insofar as circumstances permit, be informed of the refusal without delay and with reasons stated.

A visitor who has been refused access on this ground shall have no right to compensation, damages, and/or reimbursement of the admission price, unless the refusal is the direct result of intent or gross negligence on the part of the museum.

Article 4 — Complaints and claims

Section 4.1

Oorlogsmuseum Overloon will do everything possible to ensure that visits to the museum complex and the exhibitions and activities organised by Oorlogsmuseum Overloon proceed in accordance with the published offer; this includes the obligation to inform the public as well as possible about full, partial or early closure of the museum complex and/or exhibitions within it. Furthermore, Oorlogsmuseum Overloon informs prospective visitors about maintenance works, renovations or the (re)arrangement of rooms that may cause inconvenience. The visitor can never derive any right to compensation from this.

Section 4.2

Claims are not possible in respect of the following complaints and circumstances that Oorlogsmuseum Overloon cannot avoid, and therefore never give rise to any obligation on the part of the museum to pay compensation to the visitor:

- complaints regarding the non-display of objects from the museum's collection;
- complaints regarding items on loan from third parties not being or no longer being on display;
- complaints regarding the partial closure of the museum complex, for example in the case of partial closure due to the installation or dismantling of exhibitions;
- complaints and circumstances regarding nuisance or inconvenience caused by other visitors, such as noise nuisance, inappropriate behaviour, theft and assault;
- complaints and circumstances regarding nuisance or inconvenience caused by works, such as maintenance, renovation or the (re)arrangement of rooms;
- complaints and circumstances regarding nuisance or inconvenience caused by facilities within the museum complex not functioning properly.

Section 4.3

Complaints and requests for refunds relating to the agreement between Oorlogsmuseum Overloon and the visitor must reach Oorlogsmuseum Overloon within six weeks of the visit, as described in Section 4.5. Complaints and claims submitted after this period will not be processed.

Section 4.4

Oorlogsmuseum Overloon will investigate the complaint and respond in writing within 30 days of receipt. If the investigation has not yet been completed by that time, the complainant will be informed of this, along with the expected date of completion.

Section 4.5

The visitor should send complaints, claims and suggestions by email to info@oorlogsmuseum.nl or by post to the museum's address, after which they will be forwarded internally to the management.

Article 5 — Liability of the museum

Section 5.1

Oorlogsmuseum Overloon is never liable for damage arising from price quotations, communications or other forms of information provided to the visitor by Oorlogsmuseum Overloon and/or third parties, except insofar as such damage is the direct result of intent or gross negligence on the part of Oorlogsmuseum Overloon and/or its employees.

Section 5.2

The visitor's stay in the museum complex is at their own expense and risk. The museum is only liable for property damage and/or consequential loss suffered by the visitor, or for injury sustained by the visitor, that is the direct and sole result of intent or gross negligence on the part of the museum, on the understanding that only such damage as the museum is insured against, or reasonably ought to have been insured against, is eligible for compensation.

Section 5.3

In no case is Oorlogsmuseum Overloon required to pay compensation greater than the admission price actually paid and the travel costs actually incurred, or, if higher, the amount paid out to the museum by Oorlogsmuseum Overloon's insurer in respect of the damage, or the compensation received from another third party in respect of the damage.

Section 5.4

The museum is never liable for damage caused to the visitor's vehicles, except insofar as the damage occurred on or in the museum complex and such damage is the direct result of intent or gross negligence on the part of Oorlogsmuseum Overloon and/or its employees.

Section 5.5

Oorlogsmuseum Overloon is never liable for any (in)direct damage arising as the (in)direct result of any defect, quality or circumstance in, on or relating to any real property of which Oorlogsmuseum Overloon is the holder, (hereditary) leaseholder, tenant or owner, or that is otherwise at the disposal of Oorlogsmuseum Overloon, unless and insofar as the damage is the direct result of intent or gross negligence on the part of the museum and/or its employees.

Section 5.6

If Oorlogsmuseum Overloon accepts goods or if goods are stored and/or left behind in any way, anywhere, by anyone, without the museum charging any fee for this, the museum is never liable for damage to or in connection with such goods, however arising, unless the museum has intentionally caused the damage or the damage has arisen through its gross negligence.

Section 5.7

The total liability of Oorlogsmuseum Overloon for attributable failure to perform the visitor agreement is limited to compensation for direct damage and shall in no case exceed the compensation arrangement described in Section 5.3.

Section 5.8

In the event of damage resulting from death or personal injury, the total liability of Oorlogsmuseum Overloon shall in no case exceed the compensation arrangement described in Section 5.3.

Section 5.9

Liability of Oorlogsmuseum Overloon for indirect damage, including consequential loss, lost profit or wages, missed savings et cetera, is excluded.

Section 5.10

The maximum amounts referred to in Section 5.3 shall cease to apply if and insofar as the damage is the result of intent or gross negligence on the part of Oorlogsmuseum Overloon or one of its officers.

Article 6 — Camera surveillance and visual material

Section 6.1 — Security cameras

By entering the museum complex, the visitor automatically consents to being filmed by security cameras. The footage is retained by the museum in accordance with applicable laws and regulations, including the General Data Protection Regulation (GDPR).

Section 6.2 — Photography and filming by visitors

Visitors may only make recordings of the parts of the museum complex that are accessible to the general public, such as the exhibition halls, the museum park and the other public spaces. It is not permitted to make recordings in or of non-public areas, including offices, workshops, storage depots and other areas not open to the public.

Recordings may be made for personal, non-commercial purposes and may be shared on personal social media. However, it is prohibited to exploit in any way for commercial purposes any visual material created in or on the museum complex — including but not limited to selling, licensing to third parties, using in paid advertisements or publications, or any other form of commercial use — without prior written permission from the management of Oorlogsmuseum Overloon.

Many visitors take photos and record video. If you do not wish to be filmed or photographed, please make this known in good time to the photographer or filmmaker. The museum is not liable for unauthorised use of images by third parties.

Section 6.3 — Reuse of visual material by the museum

The museum reserves the right to reuse visual material about the museum that is made publicly available and shared non-commercially online by visitors, for its own promotional and educational purposes. By making such visual material publicly available, the visitor grants the museum a non-exclusive, royalty-free right to use it.

Section 6.4 — Visual material created by or on behalf of the museum

Oorlogsmuseum Overloon commissions visual material of activities, events and exhibitions in the museum complex for the purposes of documentation, publicity and promotion. Visitors may also appear in this visual material. By entering the museum complex, the visitor automatically consents to appearing in such visual material and to the museum using this material for promotional and educational purposes, in compliance with applicable privacy legislation (GDPR). Visitors who object to the use of their likeness may make this known at the museum reception.

Article 7 — Force majeure

Section 7.1

Force majeure for Oorlogsmuseum Overloon, which means that any resulting failure cannot be attributed to the museum, includes every unforeseeable circumstance that makes the performance of the agreement by the museum so difficult that, temporarily or permanently, performance of the agreement becomes impossible or unduly burdensome.

Section 7.2

Such circumstances also include circumstances affecting persons and/or services and/or institutions used by Oorlogsmuseum Overloon in performing the agreement, as well as anything that constitutes force majeure or a suspensive or resolute condition for the aforementioned parties, as well as attributable failure by the aforementioned parties.

Article 8 — Lost property

Section 8.1

Items found within the museum complex may be handed in at the ticket desk/reception. The museum will attempt to trace the owner or rightful claimant of the found item. If the owner or rightful claimant of a found item comes forward, they may choose to collect the items themselves or have them sent by cash on delivery. In both cases, the owner or rightful claimant must provide adequate proof of identity.

Article 9 — Other conditions

Section 9.1

The applicability of these Visitor Terms and Conditions does not affect the possible applicability of other (contractual) terms and conditions and/or arrangements of Oorlogsmuseum Overloon.

Article 10 — Applicable law

Section 10.1

These Visitor Terms and Conditions and the agreement between the visitor and Oorlogsmuseum Overloon are governed by Dutch law. All disputes arising from the agreement between the visitor and the museum shall be submitted to the competent court in 's-Hertogenbosch.

Questions or suggestions?

Send an email to info@oorlogsmuseum.nl