

General Terms and Conditions for Visitors

The Stichting Werelderfgoed Kinderdijk (hereinafter referred to as: the 'Foundation') shall within the bounds of reasonableness make every effort to ensure that the visit to the windmill complex and the exhibitions and activities organised by the Foundation proceeds in accordance with the wish of the visitor. The Foundation shall make every effort to reduce possible nuisance or inconvenience for the visitor to a minimum as also to guarantee the safety of the visitor as much as possible.

Article 1 – General provisions: definitions

Article 1.1

The 'Foundation' is understood as the organisation that manages and operates the windmill complex, including but not limited to the executive board, the hostesses and hosts, guides, fill attendants and other job holders who are authorised to act on behalf of this organisation.

Article 1.2

The 'windmill complex' is understood as the whole of areas (developed and undeveloped) that fall under the competence or administration of the executive board of the Foundation, including but not limited to the Wisboom Pumping Station, the Windmill Museum, the Middelkade, the terrace, other outdoor areas, depots and annexes.

Article 1.3

'Visitor' is understood as anyone who in any way whatsoever concludes, whether or not (in-) directly, an agreement with the Foundation in view of entering the windmill complex and/or visiting an exhibition or attending an activity that is organised by the Foundation.

Article 1.4

These General Terms and Conditions for Visitors are applicable to each and every agreement concluded by and between the Foundation and a visitor or a group of visitors. The terms and conditions are equally applicable to special activities beyond the regular opening hours and/or aimed at visitors other than the regular visitor, e.g. in case of the hiring of a room, hospitality catering and the like.

Article 2 – Ticket sales, offers and prices

Article 2.1

All quotations, communications and information otherwise provided by the Foundation are subject to confirmation. The Foundation accepts liability for errors made by the Foundation in quotations, communications, or information otherwise provided to the visitor.

This liability is only applicable to the own information material that is available at the Foundation at the time of the claim or has been distributed by or on behalf of the Foundation. The Foundation shall not be liable for errors that can be attributed to intent, culpability or negligence of third parties.

Article 2.2

The visitor is at all times held to, if so desired, present the entrance ticket and any card or voucher that entitles to a discount on the entrance fee to job holders recognisable as such, including but not limited to hostesses and hosts.

Article 2.3

The potential visitor is not entitled to restitution of the entrance fee or any other compensation in case of loss or theft of the entrance ticket. If a potential visitor does not make use of the previously purchased entrance ticket then this shall be at the expense and risk of the visitor; this is also the case if the entrance ticket is only valid for a specific period and/or date. Once an entrance ticket has been obtained it can no longer be exchanged. Nor shall restitution of the entrance fee take place. The paid entrance fee can, however, be repaid if circumstances beyond the control of the buyer render the visit impossible, the latter, however, at the discretion of the executive board.

Article 2.4

The potential visitor can be denied access to the windmill complex if it becomes apparent that the entrance ticket, the discount card or the voucher was not obtained from the Foundation or an entity authorised for that purpose by the Foundation.

Article 2.5

The Foundation only repays the entrance fee actually paid by the visitor if the visitor needs to leave the windmill complex prematurely due to an unannounced exercise within the framework of the company emergency response provision (article 23 of the Dutch Working Conditions Act) and also if in case of an actual contingency the windmill complex is fully or partly evacuated.

Article 3 – Stay at the windmill complex

Article 3.1

During the stay at the windmill complex the visitor must act in accordance with public order, public morality and the rules of decency applicable with regard to the nature of the visited activity. The visitor is also held to immediately follow indications and instructions given by job holders of the Foundation recognisable as such, including but not limited to hostesses and hosts. If, at the reasonable discretion of a competent job holder of the Foundation, who must be recognisable as such, the visitor acts, in any way, in breach of these norms, indications or instructions then the visitor can be denied further access to the windmill complex without the visitor being entitled to any compensation for the costs of the entrance ticket or possible other incurred costs.

Article 3.2

Parents or supervisors of children and supervisors of pets are at all times responsible and accountable for the behaviour of the children and pets brought along by the same. Teachers and supervisors of groups are responsible and accountable for the behaviour of the group members supervised by the same.

Article 3.3

At the windmill complex the visitor is, among other things, not allowed to:

- a. offers goods of any nature whatsoever for sale to third parties or to provide the same free of charge;
- b. intentionally and lengthily block the road or obstruct the view of exhibited objects to other visitors;
- c. hinder other visitors through, among other things but not limited to, the use of mobile telephones, walk-mans or other sources of noise nuisance; the use of these kinds of devices can expressly be permitted or prohibited by the Foundation in specific areas;
- d. bring along pets or animals in an area if it has expressly been indicated outside of that area that the presence of pets or animals is not allowed. This provision is obviously not applicable to guide dogs or assistance dogs that accompany a visitor with an ID card;
- e. smoke in any of the enclosed areas other than in the thereto designated areas indicated by means of pictograms or text or to smoke at (parts of) the outdoor area if this has been indicated during periods of excessive drought;
- f. bring along foodstuffs and consumptions to the enclosed areas of the windmill complex;
- g. at the discretion of a job holder of the Foundation recognisable as such, bring along hazardous objects or substances into specific areas, including but not limited to walking sticks, umbrellas or large bags; said objects can be handed in at a location thereto designated by the Foundation;
- h. touch exhibited objects and exhibition materials like show glasses, lighting, partitions and the like, unless this has expressly and explicitly been permitted; parents or supervisors of children must strictly observe that exhibited objects are not touched by the children under their supervision, teachers and supervisors of groups must equally see to it that the group members supervised by the same do not touch the exhibited objects.

Article 3.4

In special instances, if within reason required in connection with the general safety of people or the collection, a security official or manager of the Foundation, who must be recognisable as such, can desire to inspect the (hand) luggage brought along by the visitor. The potential visitor is warned of the fact that this measure is in place before entering the windmill complex.

Article 3.5

It is not allowed to, without prejudice to the prior written consent of the executive board of the Foundation, in any way whatsoever and through any means whatsoever, including electronic media, disclose or reproduce photo, video and film recordings that were made at the premises or in the buildings of the Foundation.

Article 3.6

The Foundation can permanently or for a specific period deny the visitor who intentionally damaged an object during one or more previous visits to a Dutch museum complex or if the fear for damages is otherwise justified access to the windmill complex; the Foundation can in any case submit this visitor to the measures as intended in article 3.4 of the General Terms and Conditions for Visitors during all his visits. The decision concerning denial of access must forthwith be communicated to this visitor, where possible in writing, and in a motivated manner.

Article 4 – Complaints and claims

Article 4.1

The Foundation shall make every effort to ensure that the visit to the windmill complex or the exhibitions and activities organised by the Foundation proceed in accordance with the published offer; this also includes the obligation to inform the public as properly as possible about full, partial or early closing of the windmill complex and/or exhibitions organised by the Foundation.

Moreover the Foundation shall inform the potential public about maintenance activities, renovations or (re-) decoration of areas causing nuisance. The visitor can never derive any right to compensation from this.

Article 4.2

It is not possible to submit a complaint with regard to the following complaints and circumstances that cannot be avoided by the Foundation and that can therefore never result in any obligation of the Foundation to pay compensation to the visitor:

- a. complaints that are related to objects from the permanent collection of the Foundation not being exhibited;
- b. complaints that are related to the partial closing of the windmill complex, including but not limited to partial closing as a result of the construction or demolition of exhibitions;

- c. complaints and circumstances that are 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 that are related to nuisance or inconvenience caused by maintenance activities, including but not limited to a renovation or the (re-) decoration of areas;
- e. complaints and circumstances that are related to nuisance or inconvenience caused by improper functioning of facilities at the windmill complex.

Article 4.3

Complaints and claim requests concerning the agreement between the Foundation and the visitor must be submitted to the Foundation in writing within six weeks after the visit has taken place. Complaints and claim requests that are submitted after this time limit are no longer processed. A complaint form is in any case available at the central till, but also at a number of other locations.

Article 4.4

The Foundation examines the complaint and replies in writing within 30 days after receipt. If the examination has not been completed by then, then the complainant is informed of the expected moment when this shall be the case.

Article 4.5

The visitor can submit complaints, claims and suggestions for improvement preferably by email.

Article 5 – Liability of the Foundation

Article 5.1

The Foundation shall never be liable for damages resulting from quotations, communications or other forms of information provided to the visitor by the Foundation and/or third parties, barring if and to the extent that these damages are the direct result of intent or gross negligence on the part of the Foundation and/or its employees.

Article 5.2

The stay of the visitor at the windmill complex takes place at his own expense and risk. The Foundation shall only be liable for property and/or consequential damages incurred by the visitor or bodily harm inflicted to the visitor that are the direct and exclusive result of intent or gross negligence on the part of the Foundation.

Article 5.3

In no instance whatsoever shall the Foundation be liable to pay a higher amount on account of compensation than:

- a. the actually paid entrance fee, or, if more;
- b. the benefit paid out by the insurance of the Foundation in connection with the damages, or;
- c. the compensation received from a third party in connection with the damages.

Article 6 – Lost and found

Article 6.1

Objects found at the windmill complex by the visitor can be handed over at the till at the parking area.

Article 6.2

If the owner or the entitled party of a lost object presents himself then he has the option to pick up the goods in person or to have the same despatched cash on delivery. In both instances the owner or the entitled party must provide sound identification.

Article 7 – Reservation and cancellation terms and conditions

Article 7.1

Reservations for a visit to the windmill complex must be submitted to the Foundation in writing (preferably by email). A booked reservation only becomes definitive after the relevant reservation has been confirmed by the Foundation in writing (by email).

Article 7.2

A reservation is concluded for the number of people specified with the booking. This number will be used for the definitive invoicing. This invoice needs to be paid at the latest 5 working days prior to the date of the visit. The Foundation has the right to cancel the booked service in case the invoice has not been paid, and costs made will be invoiced to the client.

Article 7.3

Any changes (number of persons, dates or time) must be communicated in writing (preferably by email) at the latest 5 working days prior to the date of the visit and will be handled by the Foundation as far as can be arranged. The first request within this time will be without costs; for all further or later changes in the reservation requested by the client, additional cost at the sum of 15,00 euros will be charged. When changes are not possible according to the Foundation's planning then the reservation will be cancelled. Reducing the number of participants in a group booking within a 10% margin is possible up to 5 working days prior to the date of the booked visit, if applicable change-and/or administration fees. After that time the last known group size applies. In case of reduction of participants more than 10%, the number will be reduced by 10%, but no less than the minimum group size of 15 participants.

Article 7.4

For cancellations the following terms and conditions are applicable:

- In case of cancellations up to 5 working days prior to arrival there are no costs involved.
- In case of cancellations from 5 to and within 1 working days prior to arrival 75% of the costs will be charged.
- In case of cancellations on the day of the reservation or in case of non-attendance the total reservation fee will be charged.

In addition to these costs, any administration costs or changing fees will be invoiced and these costs will not be refunded.

Article 7.5

Other than stated in articles 7.2, 7.3, 7.4 the number of persons for voucher clients will be taken after the visit, from the voucher which will be given by the group. Vouchers will only be accepted for entrance when a booking has been confirmed by the Foundation. The number of persons on the voucher will be invoiced, but not for less than the minimum group size of 15 participants. Tour leaders will only be admitted free of charge with groups consisting of 15 people or more.

Article 8 – Other terms and conditions

Article 8.1

The applicability of these General Terms and Conditions for Visitors does not affect the possible applicability of other (contractual) terms and conditions and/or regulations of the Foundation.

Article 9 – Applicable law

Article 9.1

Dutch law is applicable to these General Terms and Conditions for Visitors and the agreement between the visitor and the Foundation.

Article 9.2

Disputes between the visitor and the Foundation originating from the agreement are brought to the cognisance of the competent court in Dordrecht.