

## **Terms and Conditions for Visitors to EYE**

### **Introduction**

EYE will do its utmost within the bounds of reasonableness to ensure that visits to the building and to the screenings, exhibitions, and other activities organized by EYE will take place in accordance with the reasonable expectations of the Visitor. EYE will endeavour as much as possible to minimize any nuisance or inconvenience to the Visitor, as well as to ensure the safety of the Visitor.

### **General provisions: definitions**

#### Article 1.1

a. 'EYE' refers to Stichting Film Instituut Nederland, which, with the exception of the café-restaurant (hereafter 'EBR'), manages and operates the building located on IJpromenade 1, including but not limited to the management, floor managers, service staff, and other staff members who are authorized to act on behalf of this organization.

b. 'EBR' refers to EYE Bar Restaurant B.V., which manages and operates the café-restaurant in the building located on IJpromenade 1, including but not limited to the management, bar staff, and other staff members who are authorized to act on behalf of this organization.

#### Article 1.2

These terms and conditions apply to visits to the Museum.

#### Article 1.3

The 'Museum' in these terms and conditions means all the spaces (developed or not) that fall under the legal or management capacity of EYE, including but not limited to: the publicly accessible areas (including the bar-restaurant, the terrace and access steps); the public areas for which an admission ticket is required or which may be hired or used by third parties; offices, and facilities. The areas around the building are not part of the Museum.

#### Article 1.4

a. 'Visitor(s)' means anyone who in any way enters the Museum.

b. 'Group' means 15 or more Visitors who visit EYE together, either supervised or not.

#### Article 1.5

'Visitors Agreement' means the Agreement between the Visitor and EYE at the moment that a Visitor enters the Museum.

#### Article 1.6

These General Terms and Conditions for Visitors apply to every Visitor.

#### Article 1.7

These General Terms and Conditions for Visitors are available on the EYE website, at [www.eyefilm.nl](http://www.eyefilm.nl). The terms and conditions are also available at the information desk.

### **Ticket sales, special offers, and prices**

#### Article 2.1

All price quotations, notifications, or other forms of information provided by EYE are non-binding. EYE accepts no liability for any possible errors made by EYE in the price quotations, notifications, or other forms of information provided to the Visitor, nor is EYE liable for errors made by third parties.

#### Article 2.2

The Visitor who is present in an area of the Museum for which access is charged, or who wishes to enter such an area, is required, upon request, to show to authorized EYE staff, at any time, the entrance ticket and any card or voucher that entitles him or her to a discount on the entry price.

#### Article 2.3

a. The Visitor is not entitled to a refund on the admission price or any other compensation in the event of loss or theft of the admission ticket.

b. If a Visitor, for whatever reason, does not, or not in time use the pre-purchased admission ticket, this will be at the expense and risk of the Visitor.

c. An admission ticket may be, once only,

exchanged for another admission ticket at a later date. If this exchange leads to a higher admission price, the additional charge has to be paid by the Visitor. If the exchange leads to a lower admission price, the difference will not be reimbursed.

d. It is at the discretion of EYE whether special circumstances are applicable, which will lead to reimbursement of the admission price.

#### Article 2.4

The Visitor may be refused admission to the Museum if it emerges that the admission ticket, reduced price admission ticket, or voucher was not purchased from EYE or from an agency authorized to do so on EYE's behalf.

#### Article 2.5

EYE will not refund Visitors the actual admission price paid if they have been forced to leave the Museum prematurely on account of a calamity leading to the Museum being completely or partially evacuated, or other conditions that could be qualified as force majeure.

### **Visiting the Museum**

#### Article 3.1

While visiting the museum, visitors are required to act in accordance with the public order and public morality, and to observe the standards of decency applicable to the nature of the activity visited. Visitors are also obliged to promptly follow the directions and instructions given by EYE staff.

If in the reasonable view of EYE personnel the Visitor is in any way in breach of these standards, directions, or instructions, then the Visitor can be denied entry to the Museum without the Visitor having any right to reimbursement of the costs of the admission ticket or any other costs incurred.

#### Article 3.2

- a. Visitors of 12 years old or younger may only enter the building if accompanied by an adult.
- b. The number of adults who accompany Visitors up to 12 years old must be sufficient to

be able to monitor the compliance with these terms and conditions for Visitors.

c. Parents or supervisors of Visitors up to 12 years old are at all times responsible and accountable for the behaviour of the visitors up to 12 years old whom they are supervising.

d. Teachers and supervisors of visiting students are responsible and accountable for the behaviour of the Visitors they are supervising.

#### Article 3.3

a. A group of more than 15 people can only visit EYE by appointment. Schools should contact [educatie@eyefilm.nl](mailto:educatie@eyefilm.nl) at least 4 weeks in advance when planning such visits. Other groups should contact [info@eyefilm.nl](mailto:info@eyefilm.nl) at least two weeks in advance of their planned visit.

b. A Group needs to attend at least one exhibition, film screening, educational activity, or organized tour.

c. EYE has exclusive arrangements with ARTTRA for guided tours through the exhibition, and with De Gebouwendids for guided tours of the building. Contact with these organizations can be made via our website.

#### Article 3.4

a. A Group is not allowed to enter the building with the sole intention of using the toilet.

b. EYE may request a fee from the Visitor for the use of the toilet.

#### Article 3.5

In the Museum, visitors are prohibited from:

a. offering goods of any nature whatsoever for sale to third parties, or providing such goods free of charge;

b. intentionally and persistently obstructing other Visitors or obstructing the view of the exhibited objects;

c. causing a nuisance to other visitors by, including but not limited to, using such equipment as mobile telephones, tablets, laptops or other sources of noise disturbance; the use of such equipment may be explicitly permitted or forbidden by EYE in certain spaces;

d. taking along animals and pets, unless explicitly permitted in certain spaces, or if the

animals are guide dogs (e.g. for the blind), and the guide dog is accompanying a visitor with an identity card. Dogs are allowed in the publicly accessible areas (including the bar-restaurant, provided they are leashed;

e. smoking, with the exception of the terrace and the access steps;

f. consuming food and/or drinks that have been brought in from outside the Museum, without written permission from the management;

g. taking along objects or materials including but not limited to walking sticks, folding bicycles, umbrellas, or large bags into the exhibition space and cinemas, or other places designated by EYE, without the permission of authorized EYE staff. These items can be stored in a location designated by EYE. Aids to support mobility, such as crutches, walkers or wheelchairs, are permitted;

h. touching objects on display and exhibition materials, such as display cabinets, lighting, partitions, and suchlike, unless expressly and explicitly permitted. Parents or supervisors of children must strictly ensure that the children in their care abide by these rules. Infants must be held by the hand, or transported using a suitable means of transport; teachers and the supervisors of visiting students must similarly ensure that the visiting students they are supervising abide by the rules.

i. visiting screenings or other activities for which an age limit applies, unless this age limit is met. In cases where EYE staff has doubts, the Visitor must provide proof of identity. If the Visitor fails to do so, entry to the screening or activity may be denied;

j. taking into the building or using in the building any legally forbidden items or objects. k. damaging the Museum, or the exhibited objects, or other (un)movable property that is present. If a Visitor violates the prohibitions mentioned in this article, or does not follow the instructions given by an EYE employee, the Visitor may be denied (further) access to the Museum without the Visitor having any right to reimbursement for the price of the admission ticket;

#### Article 3.6

In cases where it is reasonably required to ensure the safety of persons, goods or the collection, EYE staff may inspect the (hand) baggage carried by the Visitor. In addition, if deemed necessary, staff may request the Visitor to be subjected to a search when entering or leaving the Museum. If the Visitor refuses to cooperate, he/she may be denied access to the Museum (for a longer period) without the Visitor having any right to reimbursement for the price of an admission ticket, or other costs or damages.

#### Article 3.7

Without prior written permission from EYE's management, the Visitor is prohibited from making audio, visual, or other recordings in the exhibition space, the cinemas, and of activities elsewhere in the building. Furthermore, without prior written permission from the management of EYE, it is forbidden to make public or reproduce any audio, visual, or other recordings made in the Museum, in any manner and in any medium. EYE is authorized to seize any found equipment and to keep it in the Museum during the stay of the Visitor. If the Visitor refuses to cooperate, he/she may be denied (further) access to the Museum without the Visitor having any right to reimbursement for the price of the entry ticket.

#### Article 3.8

In the event of theft, destruction, a violation of Article 3.5, or serious inconvenience caused by the Visitor, the Visitor will be denied access to the Museum, will be reported to the police, and the Visitor will be held liable for the damage suffered, including but not limited to incurred losses and lost profit.

#### Article 3.9

EYE reserves the right to make (or have made) visual or audio recordings of the Visitor. The Visitor will not make any copyright objections or other objections against the use of his/her portrait or likeness as part of the publication of activities.

## **Complaints and claims**

### Article 4.1

EYE will do everything possible to ensure that the visit to the Museum or the events organized by EYE are in accordance with the published offerings; this also includes the obligation to inform the public to the best possible extent about the entire, partial, or early closure of the Museum and/or events organized by EYE. Furthermore, EYE will inform the potential public about obstructive maintenance work, renovations, or the (re)arranging of spaces. The Visitor can derive no right to compensation from any of the above.

### Article 4.2

Claims are not possible with regard to the following complaints and circumstances, and therefore can never lead to any obligation from EYE to pay compensation to the Visitor:

- a. complaints relating to objects from the permanent collection of EYE not being on view, or the non-functioning of equipment;
- b. complaints relating to the partial closure of the Museum, including but not limited to partial closure due to the setting up or taking down of exhibitions;
- c. complaints and circumstances relating to any disturbance or inconvenience caused by other visitors, including but not limited to any noise disturbance, inappropriate conduct, theft, and wilful damage;
- d. complaints and circumstances relating to any disturbance or inconvenience caused by maintenance work, including but not limited to the renovation or the fitting out or refurbishment of spaces;
- e. complaints and circumstances relating to any disturbance or inconvenience caused by facilities in the Museum not functioning properly
- f. Complaints and circumstances relating to the allocation and the distribution of (seating) places and/or a necessary change to the seating plan, or a worse or more limited view.
- g. Complaints with regard to the food, beverages, service provided by EBR or other matters that fall under the responsibility of EBR.

### Article 4.3

Complaints and requests for reimbursement with regard to the Visitors Agreement must be made in writing or by email to EYE within 14 days of the visit having taken place. Complaints and claims submitted after this deadline will not be considered. A form for lodging complaints and claims is available at the information desk and on the website.

### Article 4.4

EYE will investigate the complaint and will strive to reply (in writing or by email) within 14 days of receipt. If the investigation has not yet been completed by that point, this will be communicated to the complainant, as well as the probable moment when it will be completed. No rights can be derived from a non-timely response to complaints.

## **Liability of the Museum**

### Article 5.1

EYE can never be held liable for any damage arising from quotations, notifications, or other forms of information provided to the Visitor by EYE and/or by third parties, unless and to the extent that such damage is the direct consequence of an intentional act or gross negligence by EYE and/or its staff.

### Article 5.2

Visitors visit the museum at their own expense and risk. The design of the Museum, with its sloping walls and high stairs, requires extra vigilance from the Visitor.

### Article 5.3

In no event whatsoever shall EYE be obliged to pay a higher amount of compensation than:

- a. the actual paid entry fee and actual incurred travel expenses within the Netherlands;
- b. the amount of damages as determined by the insurer of EYE in respect of the damage, to a maximum of €3,000 if EYE is liable as a result of an attributable shortcoming in terms of complying with the Visitors Agreement that involves damage as referred to in articles 5.5 or 5.6;

c. the amount of damages as determined by the insurer of EYE in respect of the damage to a maximum of €100,000 if EYE is liable as a result of an attributable shortcoming in complying with the Visitors Agreement that involves death or bodily injury.

#### Article 5.4

The parking garage near the museum is not part of the Museum. EYE can never be held liable for damage to vehicles of the Visitor.

#### Article 5.5

EYE can never be held liable for any direct or indirect damage whatsoever arising directly or indirectly from any defect, any quality, or any condition pertaining to, in, or on any property or part of a property of which EYE is the holder, leaseholder, lessee, or owner, or which is otherwise at the disposal of EYE, except if and to the extent that the damage has arisen directly as a result of an intentional act or gross negligence on the part of EYE and/or its staff, in which case Article 5.3 applies.

#### Article 5.6

If EYE takes receipt of goods or if goods are deposited, held in storage, and/or left behind anywhere in any way whatsoever and by whomever without EYE stipulating a fee for such deposit or storage, then EYE can never be held liable for any damage to, or in connection with, goods arising in any manner whatsoever unless EYE has wilfully inflicted the damage, or if the damage can be attributed to gross negligence on the part of EYE, in which case Article 5.3 applies.

#### Article 5.7

EYE's liability for indirect losses, including consequential losses, loss of income, lost profit or wages, missed savings, etc. is excluded.

### **Force majeure**

#### Article 6.1

For EYE, force majeure, which renders EYE inculpable of any consequential breach, applies to every unforeseen circumstance impeding the execution by EYE of the Visitors Agreement,

such that the execution of the Visitors Agreement has been rendered temporarily or permanently impossible or objectionable.

#### Article 6.2

Such circumstances are also understood to mean circumstances concerning people and/or services and/or organisations that EYE uses for the execution of the visitor agreement.

### **Found objects**

#### Article 7.1

Any items found by visitors in the Museum should be handed in to the EYE information desk.

#### Article 7.2

EYE will make every reasonable effort to trace the owner of, or the party entitled to, the item found, and will, if the nature of the found object gives reason to do so, contact the police if necessary. Found items for which no claim has been made on by the owner or the party entitled, after a reasonable term of safekeeping by EYE, will no longer be kept safe.

#### Article 7.3

In the event that the owner of, or the party entitled to a found item contacts EYE, they may either choose to collect the items themselves, or have the goods returned cash on delivery. In both cases, the owner or entitled party is required to present genuine proof of identity.

### **Other conditions**

#### Article 8.1

The applicability of these Terms and Conditions for Visitors does not affect the applicability of other (contractual) conditions and/or rules stipulated by EYE.

#### Article 8.2

If and in so far as for the purchase of entry tickets or discount vouchers, or for any other reasons, personal details of the Visitor are gathered and preserved, it then applies that EYE is a processor in the sense of the Data Protection Act (Wet Bescherming Persoonsgegevens). EYE will handle this data

correctly, accurately, sufficiently, relevantly, and in pursuit of a specific goal, and will not use this data for any purpose other than as indicated.

**Applicable law**

Article 9.1

Dutch law exclusively applies to these Terms and Conditions for Visitors, and to the Visitors Agreement.

Article 9.2

All disputes arising from the Visitors Agreement will be resolved exclusively by the competent court in Amsterdam, without prejudice to the right of appeal or cassation.

*EYE, August 2017*