

General Terms and Conditions for Visitors to Kasteel Wijlre estate

1. GENERAL

1.1 These terms and conditions apply to all visitors to and every visit to Kasteel Wijlre estate. The museum has also introduced certain conditions and measures specific to this museum, which are set out below.

1.2 These terms and conditions also apply to all natural persons and/or legal persons engaged by Kasteel Wijlre estate in connection with its objective.

1.3 Any deviation from these terms and conditions will be possible only if expressly agreed in writing.

1.4 Visitors must comply with the instructions of museum staff with regard to these terms and conditions.

1.5 Visitors who fail to comply with these terms and conditions or with the instructions of museum staff regarding said terms and conditions may be refused entry to the museum. In that case the museum will not be liable for any compensation or reimbursement.

1.6 Visitors who repeatedly fail to comply with these terms and conditions or with the instructions of museum staff regarding said terms and conditions may be refused entry to the museum for a fixed period.

2. DEFINITIONS

2.1 Kasteel Wijlre: Stichting buitenplaats Kasteel Wijlre estate, of Kasteel Wijlreweg 1, 6321 PP Wijlre

2.2 Kasteel Wijlre building: the spaces open to the public in and around the buildings of Kasteel Wijlre estate, including the museum gardens.

2.3 Visitor: anyone who, with or without a valid entry permit, enters the Kasteel Wijlre building.

2.4 Admission ticket: a printed ticket giving the visitor access to the exhibition spaces in Kasteel Wijlre estate building during regular opening hours.

2.5 Entry permit: an online or printed ticket (possibly combined with a discount card) that affords entry to the Kasteel Wijlre building, or to a specifically defined space or spaces in the Kasteel Wijlre building.

3. ADMISSION TICKET/ENTRY PERMIT

3.1 In purchasing your ticket, you agree to a number of important conditions, which apply at all times, throughout the museum.

3.2 A pre-purchased admission ticket becomes invalid once the date on the ticket has passed.

3.3 Kasteel Wijlre estate is not obliged to reimburse the costs of any unused admission tickets.

3.4 The circumstances listed below will never give rise to any obligation to reimburse any admission charges paid or pay any other compensation to visitors:

- a. the fact that objects from Kasteel Wijlre estate's permanent collection are not on display or objects or parts of exhibitions and permanent collection presentations that were on display but are no longer on display as a result of coronavirus measures;
- b. the closure of part of the building, including but not restricted to partial closure for the installation or dismantling of exhibitions;
- c. lack of correspondence, in the opinion of the visitor, between written information on the website, in brochures or in other communications and displays at the museum;
- d. changes to regular opening hours in connection with emergency response drills or, in the event of an actual emergency (related to coronavirus or otherwise), any full or partial evacuation of the Kasteel Wijlre building that Kasteel Wijlre estate deems necessary;
- e. nuisance or inconvenience caused by other visitors, including but not restricted to noise, inappropriate behaviour (including vandalism), theft or failure to comply with general coronavirus measures, or those applying specifically to this museum;
- f. damage caused by other visitors;
- g. nuisance or inconvenience caused by maintenance work, including but not restricted to alterations or the refurbishment of parts of the building;
- h. nuisance or inconvenience caused by the failure of facilities to function properly, including as a result of general coronavirus measures or those applying specifically to this museum;
- i. denial of access to the Kasteel Wijlre building;
- j. loss of admission ticket/entry permit
- k. complaints concerning the coronavirus measures or their application in and around the museum.

4. ACCESS

4.1 The museum may enquire after the visitors' health in its online ticketing environment and at the entrance to the museum.

4.2 In connection with the coronavirus measures, our cloakroom capacity is limited. We have the right to refuse your coat and/or bag if the cloakroom is full. If you have a bag larger than A4 size with you, we may refuse you entry to the museum, even if you have a valid ticket.

4.3 Kasteel Wijlre estate is keen that everyone should feel welcome at our museum.

However, our building is not always easily accessible for people using a wheelchair or mobility scooter, or people who have difficulty walking or need special toilet facilities.

You may indicate in the online ticketing environment whether you will be accompanied by someone who will assist you. This person may visit the museum free of charge, as normal. They must however also have a reservation for a time slot and route.

4.4 Visitors with reduced mobility may take seats intended specially for people with reduced mobility into the museum. No other seats may be taken in.

4.5 Visitors must enter the museum clothed and wearing shoes or other footwear. Access will not be granted to visitors on skateboards, skeelers, inline skates, roller skates or other footwear or devices with wheels.

4.6 Visitors may not take animals or pets into the museum, with the exception of assistance dogs.

4.7 The following objects may not be taken into the museum:

- a. guns or firearms or any object that can be used to launch a projectile or cause injury or damage, or that appears to be suitable for that purpose;
- b. pointed and/or sharp weapons and sharp objects: objects with points or cutting edges that can be used to cause injury or damage;
- c. blunt objects that can be used to cause injury;
- d. explosive and flammable substances;
- e. chemical and toxic substances.

4.9 Visitors may be denied access at any moment if:

- a. they indicate that they have cold symptoms, a fever or shortness of breath (or a member of their household has these symptoms), or they show signs of having these symptoms;
- b. their entry permit was not issued by Kasteel Wijlre estate or a body authorised to do so by Kasteel Wijlre estate;
- c. they refuse to show their ticket or entry permit, or allow their bag to be inspected;
- d. they attempt to enter the museum with one of the objects mentioned at 4.8 and 4.9, or with an animal, or are found to be in possession of one of the said objects or an animal after they have entered the museum;
- e. they cannot be identified and/or their face is not visible;

- f. they have damaged an object during a previous visit to Kasteel Wijlre estate or another museum as a result of misconduct or serious misconduct and/or as a deliberate act, or if concern that they will cause damage is warranted in some other way;
- g. they are under the influence of alcohol, drugs or equivalent substances;
- h. they disturb the peace or have the intention of disturbing the peace;
- i. they are not wearing clothes or footwear;
- j. they fail to comply with the special coronavirus measures and hygiene guidelines set out in these General Terms and Conditions for Visitors or with the instructions of the staff regarding said measures and guidelines.

5. REGULATIONS

5.1 You may visit the museum only if you do not have any cold symptoms (such as a blocked or runny nose, sore throat, slight cough or raised temperature, up to 38 degrees C), fever and/or shortness of breath.

5.2 Children under the age of 12 may visit the museum only if accompanied by an adult member of their household. Parents and carers are responsible and answerable for the behaviour of the children they are accompanying, and for their compliance with the coronavirus measures.

5.3 You must pay by card at all cash registers in the museum.

5.4 No open fires may be started in the museum garden, nor may visitors barbecue there or drink alcoholic beverages they have brought with them. Dogs may not be walked in the gardens.

5.5 Visitors to the museum may not:

- a. touch any object on display;
- b. obstruct other visitors, including obstructing their view of displayed objects for an excessive amount of time and causing excessive noise;
- c. smoke;
- d. eat or drink in the exhibition rooms
- e. take photographs or make videos or films using lamps, flashbulbs and/or stands or other accessories (including selfie sticks);
- f. draw or paint without obtaining prior permission at the information desk;
- g. attempt to sell or distribute any goods to third parties;

6. PHOTOGRAPHY AND FILMING IN THE MUSEUM

6.1 There is camera surveillance at Kasteel Wijlre estate.

6.2 Visitors may film or take photographs without the use of lamps, flashbulbs, stands or other accessories (including selfie sticks).

6.3 Visitors may not deliberately take photographs or make films in which other visitors are the main subject – particularly children – without the permission of that person.

6.4 Any photographs, videos and/or film made of the building and artworks may not be used for commercial purposes.

6.5 If an individual or organisation wishes to use photographs of the museum for commercial purposes, they may request permission in writing at info@kasteelwjlre.nl. A fee will be charged for use of the photographs.

6.6 Kasteel Wijlre estate regularly has photographic and film reports made in the building. This material may be used for publicity purposes and may appear in media productions made or facilitated by the museum. In entering the museum building visitors agree to the publication of this material, even if they can be seen in the images. Any visitor who objects to the publication of images in which he/she is recognisable may make this known via info@kasteelwjlre.nl. Kasteel Wijlre will then make every effort to prevent publication of the material, or to prevent it from being republished.

7. LIABILITY

7.1 All visits to Kasteel Wijlre estate are at the visitor's own expense and risk.

7.2 Visitors are liable for any damage they cause during their visit and any breach of the national coronavirus measures, and the coronavirus rules specific to this museum, as set out in these General Terms and Conditions for Visitors.

7.3 Kasteel Wijlre estate is liable only for damage that visitors suffer during a visit that is the direct consequence of gross negligence or intent on the part of Kasteel Wijlre estate. Liability will be limited to the lowest of the following two amounts:

- a. the sum paid out by Kasteel Wijlre estate's insurer in that individual instance of damage; or
- b. the compensation paid to Kasteel Wijlre estate by a third party in that individual instance of damage.

7.4 In the event of damage as a result of death or physical injury, the total liability of Kasteel Wijlre estate will not exceed the damages as described at 7.3.

7.5 Kasteel Wijlre estate may not at any time be held liable for indirect damage, including consequential damage, loss of profit or income, lost savings etc.

8. FORCE MAJEURE

8.1 Any foreseeable or unforeseeable circumstance that hampers the implementation of the agreement by Kasteel Wijlre estate such that the implementation of the agreement becomes temporarily or permanently impossible or burdensome will be regarded as force majeure for Kasteel Wijlre estate, signifying that any failure thus caused may not be attributed to Kasteel Wijlre estate.

8.2 Such circumstances will be understood to include circumstances affecting individuals and/or services and/or institutions which Kasteel Wijlre estate intends to use in the implementation of its visitor agreement, and anything that qualifies as force majeure or as a suspensory or cancelling condition for the aforementioned, as well as any failure attributable to the aforementioned.

8.3 In the event of an emergency, including coronavirus-related emergencies, the museum has the right:

- a. to change its regular opening hours in line with any full or partial evacuation of the building regarded as necessary by Kasteel Wijlre estate;
- b. to close its doors and conduct any visitors present out of the building one by one. Visitors may be asked to submit to an inspection of their bag.

9. LOST PROPERTY

9.1 Visitors must hand any lost property they find at Kasteel Wijlre estate to a member of staff.

9.2 Kasteel Wijlre estate will take lost property into its safekeeping and hand any valuable items to the police in municipality Gulpen-Wittem.

9.3 If the purported owner of an item of lost property reports to the museum, he or she may pick up the item him-/herself, or have it sent cash-on-delivery. In either case the owner must be able to prove their identity. In the event of doubt on the part of the museum regarding the status of the purported owner, the museum will have the right to request proof of ownership.

9.4 Kasteel Wijlre estate reserves the right to destroy any lost property that has not been claimed within three months.

10. COMPLAINTS PROCEDURE

10.1 Visitors may report any complaints by completing a form designed for this purpose which is available at the information desk.

11. OTHER TERMS AND CONDITIONS AND APPLICABLE LAW

11.1 The applicability of these General Terms and Conditions for Visitors will not affect the applicability of any other contractual conditions and/or regulations of Kasteel Wijlre estate, as published from time to time on kasteelwjlre.nl.

11.2 Dutch law will apply to the General Terms and Conditions for Visitors and the agreement between the Visitor and Kasteel Wijlre estate.

The General Terms and Conditions for Visitors have been formally adopted by the Management of Kasteel Wijlre estate. The General Terms and Conditions for Visitors have been published on www.kasteelwjlre.nl, and by other means.

Kasteel Wijlre estate

The Management