

Sandbergplein 1, Amstelveen 1181 ZX



# VISITOR TERMS AND CONDITIONS 2021

**COBRA**  
MUSEUM  
VOOR MODERNE  
KUNST

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## VISITOR CONDITIONS COBRA MUSEUM OF MODERN ART

The Cobra Museum of Modern Art in Amstelveen shall, within reason, do all it can to ensure that visits to the museum complex and the exhibitions and activities organised by the museum take place in accordance with the wishes of the visitor. The museum will do its utmost to keep any nuisance or inconvenience to the visitor to a minimum, as well as to guarantee the visitor's safety as much as possible.

Explicit images: some artworks in the Cobra Museum of Modern Art in Amstelveen contain explicit images and can be experienced as offensive. Although a certain degree of provocation is inherent in contemporary art, the museum will, where necessary and appropriate, place a warning with these works.

## GENERAL PROVISIONS: DEFINITIONS

### Article 1.1

The term 'the museum' and 'Cobra Museum of Modern Art in Amstelveen' shall be understood to mean the organisation managing and operating the museum complex, including, but not limited to, the board of directors, curators, security guards and other museum officials authorised to act on behalf of this organisation.

### Article 1.2

The museum complex is understood to mean all the spaces (built up and otherwise) that fall under the legal or management authority of the Cobra Museum board of directors, including but not limited to exhibition rooms, the entrance hall, auditoriums and meeting rooms, coffee room, terrace, depot and outdoor area, with the exception of the museum café.

### Article 1.3

'Visitor' is understood to mean anyone who enters into an agreement with the Cobra Museum, either directly or indirectly, in any way, with the aim of entering the museum complex and/or visiting an exhibition or attending an activity organised by the museum for the visitor.

### Article 1.4

These General Visitor Conditions apply to every agreement between the Cobra Museum and a visitor. The conditions also apply to special activities outside regular opening hours and/or aimed at people other than regular visitors, such as in the case of room hire, catering and other such activities. Deviations from these conditions shall only be valid if expressly agreed in writing.

### Article 1.5

The applicability of these conditions for visitors shall not prejudice the applicability of other (contractual) terms and conditions, (hygiene and health) measures and/or regulations of the Cobra Museum.

## TICKET SALES, OFFERS AND PRICES

### Article 2.1

If requested, the visitor is obliged at all times to show the admission ticket and any card or voucher that entitles the visitor to a discount on the admission price to officials recognisable as such, including but not limited to security staff.

### Article 2.2

The potential visitor is not entitled to obtain a refund of the admission price or any other compensation in the event of loss or theft of the admission ticket before entering the museum complex. If a potential visitor does not use the pre-purchased admission ticket, this is at the expense and risk of the visitor; this is also the case if the admission ticket is only valid for a certain time and/or date. Once obtained, an admission ticket cannot be exchanged. Nor will the ticket price be refunded. However, the price paid may be refunded if circumstances beyond the control of the visitor make it impossible to visit the museum, this at the discretion of the management.

### Article 2.3

The potential visitor may be denied access to the museum complex if it appears that the admission ticket, the discount card or the voucher has not been obtained from the Cobra Museum or a body authorised by the museum.

### Article 2.4

The Cobra Museum is entitled to adjust the regular opening hours to occasional exercises in the context of the company emergency response plan (section 23 of the Working Conditions Act), as well as in the event of an emergency that requires the complete or partial evacuation of the museum complex.

## VISIT IN THE MUSEUM COMPLEX

### Article 3.1

Visitors are only entitled to enter the museum complex of the Cobra Museum on presentation of a valid admission ticket, with the exception of the museum café. Please keep your admission ticket safe so that you can show it to a member of our staff upon request. During their stay in the museum complex, visitors must behave in accordance with public order, the guidelines of the RIVM and the protocol of the Museums Association 'safe and responsible reopening of museums', regulations, the rules of the Cobra Museum, public decency and the rules of decency applicable to the nature of the activity visited.

The visitor is also obliged to immediately follow the directions and instructions given by recognisable Cobra Museum staff, including but not limited to security personnel and other employees. If, in the reasonable opinion of an authorised officer of the museum, who must be recognisable as such, the visitor acts in contravention of these standards, directions or instructions in any way, the visitor may be denied further access to the museum complex, without the visitor having any right to reimbursement of the cost of the admission ticket or any other costs incurred.

### Article 3.3

Parents or supervisors of children are at all times responsible and accountable for the behaviour of the children they bring with them. Teachers and supervisors of groups are responsible and accountable for the behaviour of the group members they accompany.

### Article 3.4

Among other things, visitors to the museum complex are prohibited:

- to offer goods of any nature whatsoever for sale to third parties, or to provide such goods free of charge;
- to deliberately and persistently obstruct other visitors or impede the view of exhibited objects;
- to obstruct other visitors and/or Cobra Museum employees and/or third parties, including, but not limited to, by not keeping sufficient distance from others, or by not following other (hygiene and health) measures that apply to visits to the museum complex, or by using mobile telephones or other sources of noise nuisance; however, the use of such equipment may be explicitly permitted by the museum in certain areas;
- to bring pets or other animals, unless they are explicitly allowed in certain areas or if they are guide dogs accompanying a visitor with an identification card;
- to smoke;
- to bring food and drinks and consume them in the museum complex. Consumptions are only allowed in the museum café.
- to make use of wheelchairs, prams and buggies in the exhibition areas, which, in the opinion of Cobra Museum staff, are inappropriate or dangerous for visitors, Cobra Museum employees and/or the art objects;
- to touch exhibited objects and exhibition material such as display cases, lighting, partitions and the like, unless this is expressly and explicitly permitted. Parents or supervisors of children must strictly see to it that the children they bring do not touch the objects on display. Small children must be held by the hand or sit in a buggy; similarly, teachers and persons accompanying groups must ensure that the group members do not touch the objects on display.

### Article 3.5

The Cobra Museum reserves the right to subject all visitors and their bags to an entry check. In this context, visitors may be requested to cooperate with the inspection of bags and the like by or on behalf of Cobra Museum staff. A visitor who refuses to cooperate with an inspection may be denied access to the museum complex and will not be entitled to a refund of the admission ticket.

In special cases where the general safety of persons or the collection reasonably requires it, an executive officer of the Cobra Museum may also request the visitor to cooperate with a security search upon entering or leaving the museum complex.

The potential visitor is notified that this measure is in force before entering the museum complex.

### Article 3.6

Other than with the prior written permission of the Cobra Museum management, visitors are not permitted to take photographs, video or film recordings.

### Article 3.7

The Cobra Museum may permanently or for a certain period of time deny access to the museum complex to visitors who during one or more previous visits to a Dutch museum complex have deliberately damaged an object or who otherwise justify the fear of damage; the museum may in any case subject this visitor to the measures referred to in article 3.5 of these Conditions for Visitors during all his/her visits. This involves the processing of personal data.

The decision to deny access must be made known to this visitor without delay and with a motivation, if possible in writing.

### Article 3.8

The Cobra Museum regularly has photo and video reports made in the museum. This material may be used for publicity and/or commercial purposes, worldwide and in any way and through any media and technologies, in the museum's own productions or productions that appear with the museum's consent. The visitor will not raise any copyright or other objection to the use of his/her portrait/appearance as part of the publication and/or reproduction. By entering the Cobra Museum, the visitor declares to agree with the publication of this material. If a visitor objects to the publication and processing of visual material in which he/she can be identified, he/she can make this known to the Cobra Museum.

### Article 3.9

In the event of an emergency, for example the sudden disappearance of an art object, a terrorist attack or other acts of violence, the Cobra Museum is entitled to close the doors, and to subsequently escort the attending visitors out one by one. Visitors may then be requested to cooperate with the inspection of bags and other objects by or on behalf of the Cobra Museum. The Cobra Museum may ask a visitor who refuses to cooperate with a visit to produce proof of identity before leaving the museum premises.

## COMPLAINTS AND CLAIMS

### Article 4.1

The Cobra Museum will do everything in its power to ensure that the visit to the museum complex or the exhibitions and activities organised by the museum take place in accordance with the published offer; this includes the obligation to inform the public in the best possible way about complete, partial or early closure of the museum premises and/or exhibitions organised by the museum. Furthermore, the museum informs the potential visitors about maintenance work, renovations or the (re)arrangement of galleries that may cause nuisance. The visitor can never derive a right to compensation from this.

#### Article 4.2

Claims are not possible with respect to the following complaints and circumstances, which cannot be avoided by the Cobra Museum, and shall therefore never lead to any obligation of the museum to pay compensation to the visitor:

- complaints relating to objects from the permanent collection of the Cobra Museum not being on display;
- complaints relating to the partial closure of the museum complex, including, but not limited to, partial closure due to calamities and government measures, the setting up or dismantling of exhibitions;
- complaints and circumstances relating to nuisance or inconvenience caused by other visitors, including, but not limited to noise nuisance, inappropriate behaviour, theft and molestation;
- complaints and circumstances relating to nuisance or inconvenience caused by maintenance work, including, but not limited to, a renovation or the (re)organisation of galleries;
- complaints and circumstances relating to nuisance or inconvenience caused by the improper functioning of facilities in the museum complex.

#### Article 4.3

Complaints about and requests for a refund concerning the agreement between the Cobra Museum and the visitor must reach the museum in writing within six weeks of the visit taking place. Complaints and requests for a refund submitted after this deadline will not be taken into consideration. A complaint can be submitted online to the following email address: [info@cobra-museum.nl](mailto:info@cobra-museum.nl). Personal data are processed when complaints and requests are handled.

#### Article 4.4

The Cobra Museum shall look into the complaint and respond to it in writing within 30 days of receiving it. If the investigation has not been completed by then, the complainant shall be informed of this and of the likely time when it will be completed.

#### Article 4.5

The visitor may submit complaints, claims and suggestions for improvement in writing to the following email address: [info@cobra-museum.nl](mailto:info@cobra-museum.nl). This involves the processing of personal data.

## LIABILITY OF THE MUSEUM

#### Article 5.1

The museum shall never be liable for any damage arising as a result of quotations, communications or other forms of information provided to the visitor by the Cobra Museum and/or third parties, except if and insofar as such damage is the direct result of an intentional act or omission, or gross negligence on the part of the museum and/or its staff.

#### Article 5.2

The visitor's time spent in the museum complex is at his/her own expense and risk. The museum is only liable for property damage and/or consequential damage or injury sustained by visitors that is the direct and exclusive result of an intentional act or omission, or gross negligence on the part of the museum, on the understanding that only damage for which the museum is insured or, in fairness and reasonableness, should have been insured will be eligible for compensation.

### Article 5.3

In no case is the Cobra Museum obliged to pay a higher amount in compensation than:

- the actual price of admission and the actual travel costs incurred or, if higher;
- the amount paid out by the museum's insurer in respect of the damage, or;
- the compensation obtained for the damage from another third party.

### Article 5.4

The Cobra Museum is never liable for any direct or indirect damage whatsoever caused as a direct or indirect consequence of any defect, any capacity or circumstance in or on any immovable property of which the museum is the holder, lessee, lessor or owner, or which is otherwise at the museum's disposal, except if and insofar as the damage is the direct result of an intentional act or omission, or gross negligence on the part of the museum and/or its staff.

### Article 5.5

If the Cobra Museum is the recipient of goods, or if goods are deposited, stored and/or left behind in any location by anyone in any way whatsoever without the museum stipulating any compensation for them, the museum shall never be liable for damage to or in connection with goods in any way whatsoever unless the museum has deliberately inflicted damage, or the damage is the result of gross negligence on the part of the museum.

### Article 5.6

The liability of the Cobra Museum is excluded for, among other things:

- a. Damage caused by the actions of third parties (including visitors);
- b. Damage caused by personal fault, such as not following the instructions of Cobra Museum staff (in a timely manner).
- c. Damage resulting from non-compliance with the conditions for visitors and the rules that apply to a visit to the Cobra Museum.

### Article 5.7

The total liability of the Cobra Museum for attributable shortcomings in the fulfilment of the visiting agreement shall be limited to compensation of direct damage and shall in no event amount to more than the compensation described under 5.3.

### Article 5.8

In the event of damage through death or physical injury, the total liability of the Cobra Museum shall in no case amount to more than the compensation arrangement described in 5.3.

### Article 5.9

Liability of the Cobra Museum for indirect damage, including consequential damage, loss of profit or wages, missed savings etc., is excluded.

### Article 5.10

The maximum amounts referred to in article 5.3 shall lapse if and to the extent that the loss or damage is the result of intent or gross negligence on the part of the Cobra Museum or one of its employees.

## FORCE MAJEURE

### Article 6.1

The Cobra Museum is not liable for damage caused by a shortcoming on its part that is the result of force majeure. The Cobra Museum may in any event invoke force majeure in the case of circumstances that hamper the performance of the agreement to such an extent that, temporarily or permanently, performance of the agreement becomes impossible or problematic.

### Article 6.2

Circumstances as referred to in paragraph 1 of this article shall be understood to include the threat of war, terrorist attacks, natural disasters, blockades, strikes, construction disturbances, fire, floods, government measures, epidemics, quarantines and other disruptions or events.

### Article 6.3

Such circumstances are also understood to mean circumstances with regard to persons and/or services and/or institutions which the Cobra Museum makes use of for the performance of the visiting agreement, as well as everything that is considered force majeure or a suspensive or dissolving condition for the aforementioned, as well as attributable shortcomings of the aforementioned.

## PROCESSING OF PERSONAL DATA

### Article 7.1

The Cobra Museum refers visitors to its privacy statement for information on the processing of personal data and the related rights of those involved.

## LOST AND FOUND

### Article 8.1

Any items found by the visitor in the museum complex can be handed in at the museum information desk.

### Article 8.2

The Cobra Museum will make every effort to trace the owner or rightful claimant of the found item, and to this end will maintain regular contact with the local police. The museum reserves the right to destroy found items that have not been collected after three months, or to hand them over to an organisation that works for a charity, at the museum's discretion.

### Article 8.3

If the owner or entitled party of a found item contacts us, they have the choice of collecting the goods themselves or having them sent to them cash on delivery. In both cases, the owner or entitled party must provide proper identification.

## OTHER CONDITIONS

### Article 9.1

The applicability of these Conditions for Visitors shall not affect the applicability of any other (contractual) conditions and/or regulations of the Cobra Museum.

## APPLICABLE LAW

### Article 10.1

These Visitor Conditions and the agreement between the visitor and the Cobra Museum shall be governed by Dutch law. Any disputes arising from the agreement between the visitor and the Cobra Museum shall be submitted for exclusive adjudication to the competent court, unless the Cobra Museum opts for another competent court.