

## **General Conditions for Visitors of 'Stichting Mommerskwartier'**

General Conditions for Visitors of 'Stichting Mommerskwartier', consisting of the 'TextielMuseum', 'TextielLab', 'Regionaal Archief Tilburg' and 'Stadsmuseum Tilburg', with registered place of business at Tilburg, Goirkestraat 96 (5046 GN), registered with the Chamber of Commerce of Tilburg, number 18085741.

### **Article 1: Definitions**

In these General Conditions the following terms shall have the following meaning, unless expressly stated otherwise:

- 1.1 Stichting Mommerskwartier: the legal entity Stichting Mommerskwartier, consisting of the TextielMuseum, TextielLab, the Regionaal Archief Tilburg and Stadsmuseum Tilburg, having its registered place of business in Tilburg, Goirkestraat 96 (5046 GN), registered with the Chamber of Commerce of Tilburg, number 18085741, User of these Conditions.
- 1.2 Visitor(s): any person who has been admitted to the Museum Complex on the basis of a valid Admission Ticket or a different Agreement.
- 1.3 Museum Complex: the accommodation managed by Stichting Mommerskwartier, including the TextielMuseum, Regionaal Archief Tilburg, Vincents Tekenlokaal, the TextielLab, the exposition accommodation, the Auditorium, meeting accommodation, Museum Café, as well as the storage facilities and auxiliary branches.
- 1.4 Admission Ticket: a ticket issued by Stichting Mommerskwartier as proof of the Agreement between Stichting Mommerskwartier and Holder on the basis of which Holder of said ticket has the right to be admitted to the Museum Complex (or parts thereof).

### **Article 2: General**

- 2.1 These General Conditions apply to Visitors of the Museum Complex.
- 2.2 In addition to the provision of article 2.1 these General Conditions apply to any natural persons, partnerships, other associations of persons and/or legal entities engaged by Stichting Mommerskwartier for its purposes and for the employees and management of Stichting Mommerskwartier.
- 2.3 Modifications of these General Conditions shall be valid only if agreed in writing between Stichting Mommerskwartier and Visitor(s).
- 2.4 In case of doubt as to the interpretation of one or more provisions of these General Conditions said provisions shall be interpreted according to the spirit of these Conditions.

### **Article 3: Offers, quotations and Admission Tickets**

- 3.1. Any information, offers and quotations of Stichting Mommerskwartier are free of engagement unless the offer contains a term of acceptance. An offer or quotation is cancelled in case the product to which the offer or quotation applies, is meanwhile no longer available.
- 3.2. Offers and quotations shall not be binding on Stichting Mommerskwartier if Visitor(s) should reasonably understand that the offers or quotations or part thereof contain an apparent mistake or clerical error.
- 3.3. An offer of Stichting Mommerskwartier is confirmed in writing by Stichting Mommerskwartier and signed as approved by Visitor(s), as a result of which the Agreement is entered into by and between Stichting Mommerskwartier and Visitor(s). Verbal agreements shall be binding only after they have been confirmed in writing by Stichting Mommerskwartier.

### **Article 4: Admission to the Museum Complex**

- 4.1 Stichting Mommerskwartier gives access to the Museum Complex to a Holder who – at the discretion of Stichting Mommerskwartier - is able to show a valid Admission Ticket, and/or to persons who are admitted to the Museum Complex on the basis of a (different) Agreement with Stichting Mommerskwartier.
- 4.2 Stichting Mommerskwartier may refuse access to those persons referred to under 4.1 in case Stichting Mommerskwartier has good reason to fear that said persons may disturb public order in the Museum Complex.
- 4.3 Admission Tickets are issued by Stichting Mommerskwartier exclusively, not by any third parties, and are available only at the reception desk of Stichting Mommerskwartier. Returns of Admission Tickets are not accepted, and Stichting Mommerskwartier does not refund the admission price paid or give vouchers.
- 4.4 The Admission Ticket gives admission only on the date specified on the Admission Ticket until the closing time of the Museum Complex on that day.

### **Article 5: Obligations of Visitors**

- 5.1 Admission to and the visit in the Museum Complex are subject to these General Conditions as well as to the "Huisregels TextielMuseum" and to the "Richtlijnen Regionaal Archief", which have been attached to these General Conditions as Appendix 1.
- 5.2 Visitor(s) must have the Admission Ticket in their possession during the visit to the Museum Complex, and must be able to show said Ticket upon any request of one of the employees of Stichting Mommerskwartier.
- 5.3 Visitor(s) must follow the instructions of the employees of Stichting Mommerskwartier at all times.
- 5.4 In case of nonobservance of the rules contained in the 'Huisregels TextielMuseum' and the 'Richtlijnen Regionaal Archief' and this provision Visitor may be refused access to the Museum Complex immediately.

#### **Article 6: Groups**

- 6.1 A group of persons is considered a Group by Stichting Mommerskwartier if the number of persons is 15 or more.
- 6.2 In case a group is considered a Group by Stichting Mommerskwartier, said Group qualifies for a special Group Rate specified on the website [www.mommerskwartier.nl](http://www.mommerskwartier.nl).
- 6.3 A Guided Tour can be conducted for a Group. For a Guided Tour the Group may consist of no more than 15 persons. In case the Group consists of more than 15 persons, additional guides are engaged for the Group. The Group rate applies to Groups of 15 persons or more.
- 6.4 Groups are subject to the provisions of this article and to the terms that are part of the "Voorwaarden Offerte Groepsboeking", which have been attached to these General Conditions as Appendix 2.

#### **Article 7: Liability**

- 7.1 Visits to the Museum Complex are entirely at the risk of Visitor(s).
- 7.2 In case part of the collection is temporarily unavailable or access to part of the Museum Complex is not possible for Visitor(s) this shall not result in a right of refund of (part of) the admission price paid.
- 7.3 Stichting Mommerskwartier is not liable for any damage to or loss of property of Visitor(s) that is given in custody to Stichting Mommerskwartier or placed in a safe by Visitor(s). Further, Stichting Mommerskwartier is not liable for loss of property due to theft.
- 7.4 Without prejudice to the provisions of article 7.3 of these General Conditions, Stichting Mommerskwartier is merely liable for direct damage caused to persons or property due to defects in the Museum Complex that is a direct consequence of gross negligence and/or intent, and the liability is limited to the amount of the coverage provided by the insurance of Stichting Mommerskwartier. Direct damage shall in no case include such as but not limited to: damage due to loss of income, loss of turnover or profit or loss of quality of life.
- 7.5 The liability of Stichting Mommerskwartier for indirect damage including consequential damage, loss of income, loss of turnover or profit and loss of quality of life is excluded at all times.
- 7.6 Stichting Mommerskwartier is not liable for damage of whatever kind caused by Stichting Mommerskwartier acting upon incorrect and/or incomplete information provided by or on behalf of Visitor(s).
- 7.7 In case Stichting Mommerskwartier should be liable, said liability for any damage to be compensated shall at all times be limited to the [invoice amount/amount of the insurance] as agreed between Stichting Mommerskwartier and Visitor(s).

#### **Article 8: Force Majeure**

- 8.1 Stichting Mommerskwartier is not obliged to fulfil any obligations towards Visitor(s) in case Stichting Mommerskwartier is prevented to do so due to a circumstance which cannot be attributed to gross negligence or intent, or should be attributable to Stichting Mommerskwartier in accordance with the law, a legal transaction or generally accepted views.
- 8.2. In these General Conditions Force Majeure shall include, in addition to that provided for Force Majeure by law and in case law, any external influences, foreseen or unforeseen, which are beyond the influence of Stichting Mommerskwartier, and as a result of which Stichting Mommerskwartier is unable to fulfil its obligations. These shall include but are not limited to: operational failure, failure of computers, fire, strike, lock-out, war, revolution or restrictions due to government measures, and nonobservance by third parties of their obligations towards Stichting Mommerskwartier.
- 8.3. Stichting Mommerskwartier and Visitor(s) may suspend the obligations resulting from the Agreement for the duration of Force Majeure. In case of Force Majeure Visitor(s) shall not be entitled to any damages.

#### **Article 9: Final provisions**

- 9.1 These General Conditions were registered with the Chamber of Commerce of Tilburg in Tilburg and are published on the website of Stichting Mommerskwartier [www.mommerskwartier.nl](http://www.mommerskwartier.nl).
- 9.2. These General Conditions may be obtained free of charge from the 'Bedrijfsvoering' department of the Stichting Mommerskwartier.
- 9.3. These General Conditions and Agreements are governed by Dutch law.
- 9.4. Any disputes between Stichting Mommerskwartier and Visitor(s) with respect to the Agreement shall be submitted to the jurisdiction of the Court ('Rechtbank') of Breda exclusively, unless Stichting Mommerskwartier and Visitor(s) should agree settlement by arbitration or binding advice.