

## **Terms and Conditions for Visiting Anne Frank House**

### **Introduction**

The Anne Frank House shall, within reasonable limits, do everything possible to ensure that a visit to the museum complex and the exhibitions and activities organised by the Anne Frank House proceeds in a pleasant manner. The Anne Frank House shall make every effort to limit to a minimum any potential nuisance and inconvenience, as well as to guarantee the safety of the visitor.

### **General Provisions: Definitions**

#### Article 1.1

With 'museum' and 'the Anne Frank House' are understood to mean the organisation that manages and exploits the museum complex. With 'personnel' is understood to mean all the personnel of or hired by the Anne Frank House including, but not exclusively, the management, visitors' services staff, and other museum officials.

#### Article 1.2

With 'museum complex' is understood to mean the entirety of the site (built-on and open) that falls under the legal or supervisory authority of the management of the Anne Frank House including, but not exclusively, exhibition halls, reception areas, meeting rooms, museum café, garden, other outdoor spaces and depots.

#### Article 1.3

With 'visitor' is understood to mean everyone who visits the Anne Frank House.

#### Article 1.4

These general Terms and Conditions shall apply to all visits to the Anne Frank House. Departures from these provisions may well apply during other special activities outside of regular opening hours and/or directed at other than the regular visitor, as in the case of hiring a hall, catering and the like.

### **Ticket Sales, Special Offers and Prices**

#### Article 2.1

The Anne Frank House reserves the right to change its prices.

#### Article 2.2

The visitor is required at all times, upon request, to present proof of admission and a voucher or any discount coupon for admission to the personnel.

### Article 2.3

The prospective visitor is not entitled to repayment of the admission price or any other compensation in the event of loss or theft of the admission ticket before he/she has entered the museum complex. In the event the prospective visitor does not make use of an admission ticket purchased in advance, this shall be at the visitor's own expense and risk. This also applies in the event the admission ticket is only valid until a specific time and/or date. Once an admission ticket has been received, it cannot be exchanged. Neither shall the admission price be refunded.

### Article 2.4

The resale of entrance tickets is not permitted without the prior permission of the Anne Frank House. The potential visitor may be denied access to the museum complex if it turns out that the entrance ticket, discount card or voucher has not been directly acquired from the Anne Frank House or an organisation authorised for this purpose by the Anne Frank House.

### Article 2.5

The Anne Frank House wants to give as many as possible individuals and (school) groups the opportunity to visit the Anne Frank House, at an entry price determined by us. Travel organisations / tour operators may not make bookings for third parties.

### Article 2.6

The Anne Frank House shall refund the admission price only in the event a visitor must leave the museum complex prematurely due to an unannounced drill related to company health and safety policies as required by Dutch law (Article 15, Arbeidsomstandighedenwet 1998) or in the event of a genuine emergency in which the museum complex is entirely or partially evacuated. Repayment shall only occur in the event the visitor is unable to visit the museum once again that same or the following day using the same admission ticket.

## **Visit to the Museum Complex**

### Article 3.1

While present in the museum complex, the visitor shall act in accordance with the law, in particular related to public order and common decency and behave according to the common rules applicable to the specific nature of the activity attended. The visitor is also obliged to obey directions or instructions given by the personnel of the Anne Frank House. If the visitor, according to the reasonable judgement of an authorized official of the Anne Frank House, who should be recognisable as such, is in stride, in any way, with these rules, directions or instructions, he/she can be denied further access to the museum complex without that visitor having any right of refund of the cost of the admission ticket or any other costs incurred. A visitor who purchases admission tickets to the Anne Frank House for others also assumes responsibility for enforcing these Terms and Conditions on those visitors.

### Article 3.2

Parents or chaperones of children shall always be responsible and accountable regarding the behaviour of the children they accompany. Teachers and chaperones of groups are responsible and accountable with regard to the behaviour of the groups they oversee. Parents, teachers, and chaperones of groups shall see to it that objects and materials on display are not touched.

### Article 3.3

In the museum complex, it is forbidden for visitors:

- a. to offer goods of any kind for sale to third parties or provide these free of charge;
- b. to interfere with other visitors by blocking their view of the objects on display intentionally or for an extended period;
- c. to give guided tours of the museum other than those given by the qualified museum personnel or without explicit permission from the management of the Anne Frank House;
- d. to hinder other visitors including, but not exclusively, by the use of mobile phones, portable music players or other sources of noise.
- e. to bring along animals or other pets, including guide dogs for the blind<sup>1</sup>;
- f. to smoke in the museum complex;
- g. to bring food and drink into the museum complex or to consume any refreshment purchased in the museum café outside that designated area;
- h. to bring along dangerous objects or materials, at the discretion of the personnel of the Anne Frank House, including, but not exclusively, canes, umbrellas, rucksacks or large purses;
- i. to make use of prams, strollers, and wheelchairs in all the indoor areas, with the exception of the main hallway and the 'binnenstraat' (indoor walkway) of the modern wing of the museum complex.

### Article 3.4

The Anne Frank House is not easily accessible for the physically disabled. People who are physically disabled should notify the Anne Frank House in advance of a visit so that it can be determined if an appropriate guided tour can be arranged. The Anne Frank House reserves the right to deny access to wheelchairs.

### Article 3.5

The safety policies of the Anne Frank House can result in the personnel (temporarily) forbidding (certain) visitors access to a certain area.

### Article 3.6

Under special circumstances, when the general safety of people or the collection reasonably demands so, the personnel can request permission to examine the (hand) luggage carried by the visitor. In the event that the visitor denies permission, the personnel are authorized to remove or arrange to have aforesaid visitor removed.

### Article 3.7

Except with prior written permission from the management of the Anne Frank House, it is prohibited for the visitor to shoot photographs, video, or film in the museum complex. In addition, it is not permitted, other than with prior written permission of the management of the Anne Frank House, to distribute or reproduce such photographs, video or film material in any manner or with any medium, including electronic media.

### Article 3.8

The Anne Frank House can permanently or temporarily refuse admission to the visitor who, during one or more visits to a Dutch museum complex, has intentionally damaged an object or if there is other justifiable apprehension that the visitor will cause damage; the museum shall in any case be entitled to subject such a visitor, during all his/her visits, to the measures stated in Article 3.6 of the

Terms and Conditions for Visiting. The visitor must be immediately and justifiably notified, if possible in writing, of the decision to deny admission.

#### Article 3.9

In the event that the Floor Manager of the Anne Frank House, who should be recognizable as such, judges that the conduct of a visitor is in violation of the directives or conditions as stated in Articles 3.2, 3.3, 3.5, 3.6, 3.7 and 3.8, the visitor can be denied further admission to the museum complex, without the visitor retaining any right of reimbursement of the admission fee or any other costs incurred.

#### Article 3.10

There is camera surveillance in the Anne Frank House. Camera images will be retained for seven days. The museum thus complies with the legal obligations arising from the General Data Protection Regulation and in accordance with 'Autoriteit Persoonsgegevens' (Authority Personal Data) directives. Where an incident has been recorded, e.g. a criminal offence, which has or may have serious consequences, the images will be retained until the incident has been closed. Camera images will be made available to the police if the Anne Frank House sees cause for this, In conformity with the 'Wet Politiegegevens' (Law Police Data).

#### Article 3.11

The Anne Frank House can allow photo and film reports to be made in the Anne Frank House by third parties. This material can be used for publicity purposes on the website, social media channels, in folders and in similar ways. By entering the Anne Frank House visitors declare that they agree to the publication of this material. If visitors object to the publication of images in which they are recognisable, they can notify the Anne Frank House of this. In that case the Anne Frank House will endeavour to prevent further publication of the material.

#### Artikel 3.12

The cloak room is mandatory for objects larger than A4 size, umbrellas, buggies, prams and overcoats. The Anne Frank House can refuse to store large bags and rucksacks. The Anne Frank House accepts no liability for loss or damage to goods which the visitor has handed in. The cloak room regulation is available at the cloak room desk.

### **Complaints**

#### Article 4.1

The Anne Frank House shall do everything possible to ensure that a visit to the museum complex or the exhibitions and activities organised by the Anne Frank House proceed in accordance with the publicised program; this including the responsibility to inform the public as best as possible about a total, partial or premature closing of the museum complex and/or exhibitions organised by the Anne Frank House. Furthermore, the Anne Frank House shall inform the public about hindrances caused by maintenance work, rebuilding or the arranging/rearranging of areas. The visitor can never derive a claim for compensation from this.

#### Article 4.2

The Anne Frank House shall endeavour to make a visit as pleasant as possible. The Anne Frank House, however, cannot provide any guarantees in this regard. In particular, it cannot guarantee that:

- a. objects from the permanent collection of the Anne Frank House will be on display at all times;
- b. the museum complex will be completely accessible at all times;
- c. a visit will not be disrupted by nuisance or inconvenience caused by other visitors such as noise, inappropriate behaviour, theft, and molestation;
- d. a visit will not be disrupted by nuisance or inconvenience caused by maintenance work such as rebuilding or the arranging/rearranging of areas;
- e. a visit shall not be disrupted by nuisance or inconvenience caused by improper functioning of any of the facilities in the museum complex. Complaints related to the circumstances stated above will consequently not be taken under consideration.

#### Article 4.3

Complaints about the handling of requests for reclamation with regard to the agreement between the Anne Frank House and the visitor must occur in writing and reach the Anne Frank House within six weeks of the visit. Complaints submitted after this period will not be taken under consideration.

#### Article 4.4

A visitor who submits a complaint will receive a confirmation of receipt within three days. The complaint will be investigated and dealt with within two weeks.

#### Article 4.5

A visitor can submit complaints and suggestions for improvement in writing by completing the form attached to these Terms and Conditions or sending an email to [communicatie@annefrank.nl](mailto:communicatie@annefrank.nl).

#### Article 4.6

It is entirely up to the discretion of the management of the Anne Frank House to determine whether complaints, submitted via the complaint form, shall result in repayment of the price of the admission ticket.

### **Liability in the Museum**

#### Article 5.1

The Anne Frank House accepts liability only insofar as it appears in this Article. The total liability of the Anne Frank House for direct damage is limited to compensation for the maximum price of the admission ticket, or in the event that this amount is higher, to the eventual sum paid out to the Anne Frank House by its insurance company.

#### Article 5.2

The total liability of the Anne Frank House for damages due to death or physical injury shall in no case exceed € 1.000.000 (1 million Euro per incident), whereby a series of related incidents will be considered as one incident.

### Article 5.3

Liability of the Anne Frank House for indirect damages, including lost profits or salary and consequential damage, is excluded. The Anne Frank House assumes no liability to pay damages for incidents not included in this Article, no matter the grounds upon which such an action for compensation is based.

### Article 5.4

The Anne Frank House accepts no liability for loss or damage to goods which the visitor has handed in.

## **Force Majeure**

### Article 6.1

Any foreseeable or unforeseeable circumstance that impedes the performance of the agreement by the Anne Frank House, whether permanently or temporarily, in such a way as to make the performance of the agreement impossible or unreasonably difficult constitutes force majeure with respect to the Anne Frank House and as such shall mean that the Anne Frank House shall not be responsible for any resulting shortcoming.

### Article 6.2

The said circumstances shall include unexpected circumstances affecting persons and/or services and/or institutions which the Anne Frank House makes use of in performing the visitor agreement, as well as everything that constitutes force majeure with respect to the aforesaid, or which shall constitute a suspensive condition, a condition subsequent, or an attributable shortcoming on the part of the aforesaid.

## **Lost Property**

### Article 7.1

Lost property found by visitors in the museum complex should be handed over to the Information Desk.

### Article 7.2

The Anne Frank House shall make every effort to determine the rightful owner of the lost property and to this end will maintain regular contact with the local police.

### Article 7.3

In the event the owner or rightful claimant of the lost property makes his or herself known, he/she has the choice to pick up the goods himself/herself or have them sent to him/her, cash on delivery (C.O.D.) In either case, the owner shall furnish proper proof of identity.

## **Other Terms and Conditions**

### Article 8.1

In the event of a conflict between any provision of these Terms and Conditions and any other contractual provision, these Terms and Conditions shall prevail. In the event that any provision of these Terms and Conditions is declared invalid or is nullified, the other provisions of these Terms and Conditions remain wholly in effect and the Anne Frank House shall formulate a new provision to replace the invalidated and/or nullified provision, whereby as best as possible the purpose and tenor of the invalidated and/or nullified provision will be complied with.

## **Applicable Law**

### Article 9.1

These Terms and Conditions for Visiting and the agreement between the visitor and the Anne Frank House are subject to Dutch law.

### Article 9.2

Any disputes arising between the visitor and the Anne Frank House as a result of this agreement shall be decided upon only by a judge having jurisdiction in Amsterdam, The Netherlands.

The Anne Frank House's Terms and Conditions for Visiting have been deposited with the Amsterdam Chamber of Commerce under number 3319466 on 11 April 2018.

The Management of the Anne Frank House

