



General Visitor Terms and Conditions Fenix

1. INTRODUCTION

1.1 Fenix would like to give as many Visitors as possible the opportunity to visit the Museum. The aim is to provide Visitors with a pleasant and safe experience. Fenix wants to limit nuisance and inconvenience for Visitors and ensure the safety of Visitors. To achieve this, Fenix applies these general visitor terms and conditions.

2. DEFINITIONS

- 2.1 **Fenix:** Stichting De Fenix, located at Paul Nijghkade 9 in Rotterdam, to be used for cultural and social purposes. This includes the management, customer service staff and other museum staff authorised to act on behalf of Stichting De Fenix.
- 2.2 **Museum:** the indoor and outdoor spaces open to the public that fall under the legal jurisdiction and/or administrative authority of Fenix. These include Atrium, Cloakrooms, Shop, Tornado, Exhibition Halls, Plein, Hospitality Facilities and Offices.
- 2.3 **Visitor:** anyone who visits the Museum, with or without a valid Admission Ticket. This includes all natural persons and legal entities that Fenix uses or has used in the context of its objective.
- 2.4 **Visitor Terms and Conditions:** these general visitor terms and conditions.
- 2.5 **Admission Ticket:** an entrance ticket (possibly combined with a discount card) that gives the Visitor access to space(s) in the Museum. This includes an electronic entrance ticket that the Visitor has printed or has on an electronic device.
- 2.6 **Admission Price:** the amount actually paid by the Visitor for the Admission Ticket.
- 2.7 **Member of Staff:** the natural person working in and around the Museum on behalf of Fenix.
- 2.8 **Goods:** all goods, including money, monetary values and papers worth money.
- 2.9 **Inspection:** inspecting by the Member of Staff of coats, bags, suitcases, buggies and other items that the Visitor is carrying or has with them.

3. APPLICABILITY OF THE VISITOR TERMS AND CONDITIONS

- 3.1 The Visitor Terms and Conditions apply to all Visitors to the Museum and to any agreement between a Visitor and Fenix. For your convenience, important parts of the Visitor Terms and Conditions are summarised in Fenix's house rules. These are available on the Fenix website and on display at the Museum. If the Visitor Terms and Conditions or house rules are unclear to you, please contact a Fenix Member of Staff.
- 3.2 When a Visitor visits the Museum, the Visitor enters into an agreement with Fenix to which the Visitor Terms and Conditions apply.
- 3.3 Any deviation from the Visitor Terms and Conditions shall only be valid if expressly agreed in writing with Fenix.
- 3.4 For some Visitors, other (contractual) terms and regulations of Fenix may apply in addition to the Visitor Terms and Conditions. If this is the case, Fenix will agree this with you separately.
- 3.5 If government measures are announced, other conditions and regulations may apply to a visit to the Museum. These conditions and regulations can then be found on the Fenix website.

4. ACCESS TO THE MUSEUM

- 4.1 The Visitor may only visit the Museum with a valid Admission Ticket, with the exception of the following areas: Atrium, Shop, Plein and Hospitality Facilities. The floor plan of Fenix is available at the museum and on the website. The Visitor should bear in mind that the Museum has a seasonal indoor climate. Fenix reserves the right to close the Tornado in adverse weather conditions.
- 4.2 The Visitor must show the Admission Ticket immediately to any Member of Staff who requests it. If the Visitor is unable or unwilling to do so, the Visitor may be refused entry (or further entry) to the Museum. The Visitor is not then entitled to a refund of the Admission Price.
- 4.3 The Visitor must cooperate with Inspection. If the Visitor refuses to do so, the Visitor may be refused entry (or further entry) to the Museum. The Visitor is not then entitled to a refund of the Admission Price.
- 4.4 The Visitor will be refused entry (or further entry) to the Museum if it appears that:
 - a) the Admission Ticket has not been issued by Fenix or a third party authorised by Fenix for that purpose;
 - b) the Visitor is under the influence of alcohol, drugs or similar substances;
 - c) the Visitor is disturbing or intends to disturb the order;
 - d) the Visitor is or wants to be in the Museum with bare feet, bare body or topless;

e) the Visitor is unable or unwilling to identify themselves when requested to do so.

4.5 The Visitor may not bring the following objects into the Museum:

- a) real or imitation pistols, rifles or other firearms in the broadest sense;
- b) objects with which a projectile can be fired and cause injury or property damage, or which appear to be capable of being used for that purpose;
- c) objects with points or cutting edges (e.g. knives, swords, etc.) that could cause injury or property damage;
- d) blunt objects capable of inflicting injury or property damage;
- e) explosive, flammable, chemical or toxic substances.

If a Member of Staff finds such an object on a Visitor, the object will be confiscated. If the Visitor is unable or unwilling to hand over this object, the Visitor will be refused entry (or further entry) to the Museum. An object subject to a legal ban will be handed over to the Rotterdam police. The Visitor who has such an object with them may be arrested and also handed over to the Rotterdam police.

4.6 The Visitor may not bring any animals (pets or otherwise) unless they are certified therapy animals or assistance dogs with a cover or harness that are accompanying a Visitor with an identification card.

4.7 Fenix may adjust the regular opening hours to accommodate occasional drills as part of the company emergency response or, in the event of an actual calamity, a full or partial evacuation of the Museum that Fenix deems necessary. The Visitor is then entitled to a refund of the Admission Price.

4.8 The Museum is accessible for wheelchairs, folding mobility scooters, children's buggies and prams. Other aids are allowed only with Fenix's prior written consent. Aids larger than 1.20m wide and 2.10m high are not allowed due to the dimensions of the lift. More information about the Museum's accessibility is available on the Fenix website.

4.9 For regular visits, there is a maximum group size of 8 (eight) Visitors. Larger groups must apply for group tickets through the Fenix website.

5. ADMISSION TICKETS AND REFUNDS

5.1 An Admission Ticket gives access once, for the whole day from the time and date stated on it.

5.2 Resale of an Admission Ticket is not permitted unless prior written consent is obtained from Fenix.

5.3 An Admission Ticket is no longer valid if the time and date on it have expired.

5.4 If a Visitor (or potential Visitor) does not use a purchased Admission Ticket or related service, and the time and date stated on it have expired, this will

be at the Visitor's (or potential Visitor's) own expense and risk. This person is not entitled to a refund of the Admission Price.

- 5.5 The Visitor (or potential Visitor) is not entitled to a refund of the Admission Price in the event of loss or theft of the Admission Ticket before the Visitor visits the Museum.
- 5.6 Fenix has the right to change the price, time and/or date of an Admission Ticket, cancel it, and declare it invalid.
- 5.7 The (potential) Visitor cannot cancel a purchased Admission Ticket or change the time and/or date stated on a purchased Admission Ticket.
- 5.8 Regular groups (groups of 9 people or more) can see what terms and conditions apply to them on the groups page of the Fenix website.
- 5.9 Educational group visits organised by an educational institution are possible only after placing a reservation and directly paying the Admission Price. Educational groups may cancel, annul or change the purchased Admission Tickets with regard to time and/or date or group size up to 48 (forty-eight) hours before the expiry of the time and date stated on them.
- 5.10 Fenix may cancel or change the time and/or date of group visits. In the case of cancellation by Fenix, the group is entitled to a refund of the Admission Price. In the event of a change in time and/or date by Fenix, the group has the right to cancel the purchased Admission Tickets in the manner specified in Article 5.8 (regular groups) or Article 5.9 (educational groups).

6. VISIT TO THE MUSEUM

- 6.1 The Visitor's stay in the Museum is at the Visitor's own expense and risk.
- 6.2 The Visitor must behave in the Museum in accordance with public order, common decency, safety regulations, the Visitor Terms and Conditions, the house rules and the rules for the activity visited. The Visitor must also immediately follow the directions and instructions of a Member of Staff. If the Member of Staff finds that the Visitor violates these standards, regulations, terms and conditions, directions or instructions, the Visitor may be denied further access to the Museum. The Visitor is not then entitled to a refund of the Admission Price or compensation for other costs. If the Visitor violates this provision more frequently, Fenix can temporarily deny that Visitor access to the Museum. The Visitor will be informed of this by Fenix.
- 6.3 The Visitor is liable for all damages caused by the Visitor.
- 6.4 Fenix uses camera surveillance in the Museum. The camera images are stored according to the General Data Protection Regulation. If Fenix deems it necessary, the camera images will be viewed by the Members of Staff and/or given to the Rotterdam police. More information on the CCTV policy is available on the Fenix website.

- 6.5 Minors may visit the Museum only when accompanied by a parent or an adult supervisor. Parents and adult supervisors are always responsible for and accountable for the behaviour of minors they have brought with them.
- 6.6 in addition to each person's own responsibility and liability, group leaders are always co-responsible and liable for the behaviour of the group members they have brought with them.
- 6.7 Without the prior written consent of Fenix, the Visitor in the Museum may not:
- a) offer goods for sale or provide them free of charge to third parties without Fenix's prior written consent;
 - b) hinder other Visitors, for example by deliberately and for a prolonged time standing in the way, blocking the view of the objects on display, or causing noise nuisance by, for example, using a mobile phone or other audio equipment;
 - c) smoke (including a bong) or vape;
 - d) consume alcohol, use drugs or similar substances;
 - e) bring and consume food and drinks (with the exception of water) in the Exhibition Halls or on the Tornado. Food and drinks you bring yourself may be consumed on Plein;
 - f) take part in a demonstration;
 - g) draw or paint;
 - h) bring scooters, skates or skateboards, make music or hold performances. This is allowed on Plein, unless they are motorised vehicles (including electric vehicles).
- 6.8 The Visitor may only take photographs, video and film recordings or make other visual material for commercial use with Fenix's prior written consent. In addition, the Visitor may not take photographs, video and film recordings or make other visual material of a Member of Staff unless the Member of Staff has given prior permission.
- 6.9 The Visitor may only make a reportage or conduct interviews in the Museum with Fenix's prior written consent.
- 6.10 If, during one or more previous visits to the Museum or to another museum, a Visitor has damaged an object through fault, gross negligence or intent, or if there is a reason to believe that the Visitor will cause damage, Fenix can temporarily deny that Visitor access to the Museum. The Visitor will be informed of this by Fenix. In any event, Fenix can subject this Visitor to the measures set out in Article 4.4 of the Visitor Terms and Conditions on all visits to the Museum.
- 6.11 Only Visitors are allowed to use the toilets.

7. ART

- 7.1 The objects on display, the exhibition materials or the Exhibition Halls may be under maintenance. The Visitor is not then entitled to a refund of the Admission Price.
- 7.2 The Visitor may not touch the objects on display and the exhibition materials unless expressly and explicitly permitted by Fenix. Parents or adult supervisors of minors and supervisors of groups must strictly ensure that the objects on display and the exhibition materials are not touched by the minors and group members they have brought with them.
- 7.3 In the event of calamities, for example the sudden disappearance of an art object, a terrorist attack or violence of another order, Fenix has the right to close the doors and then lead the Visitors present in the Museum outside one by one. The Visitor may then be requested to cooperate with the inspection of bags and similar items by or on behalf of Fenix (or the Members of Staff at Fenix). A Visitor may also be asked to consent to a body search. The Visitor who refuses to cooperate with the inspection and/or body search will be asked to produce proof of identity before leaving the Museum.

8. MUSEUM SHOP

- 8.1 Articles can be returned within 14 days of purchase, upon presentation of the receipt. The articles must be undamaged and in their original packaging.
- 8.2 Gift vouchers are only redeemable in the Fenix museum shop and cannot be converted into cash.
- 8.3 The legal guarantee applies to all purchases.
- 8.4 If you have any questions, please visit the website or contact us via Fenix's general telephone number.

9. CLOAKROOMS

- 9.1 Only Visitors are allowed to use the cloakrooms. Use of the cloakrooms is free and at the Visitor's own risk. The cloakrooms are not supervised by a Member of Staff. Title 9 of Book 7 of the Civil Code on 'safekeeping' (*bewaarneming*) does not apply.
- 9.2 Objects accepted in the cloakrooms include food, drinks, coats, bags, umbrellas and suitcases up to the size that fits in the designated lockers, racks or bins. These or similar objects may not be brought into the Exhibition Halls, with the exception of bottles of water and coats. It is also mandatory to store rucksacks and suitcases in the cloakrooms. Valuable objects can be left in the cloakrooms at your own risk.

- 9.3 Objects that are not accepted in the cloakrooms include liquids not intended for consumption, batteries, bicycle batteries, and items as mentioned in Article 4.6 of the Visitor Terms and Conditions. Animals (including pets) are also not accepted in the cloakrooms.
- 9.4 Visitors may not place objects on the floor of the cloakrooms.
- 9.5 The lockers in the cloakrooms are fitted with a lock and key. If the Visitor has lost the key, Fenix may open this Visitor's locker. Fenix is also allowed to open and empty all lockers daily.
- 9.6 In the event of an emergency or an evacuation, a Visitor may not open the locker. Fenix may open all the lockers in the cloakrooms in the event of an emergency or an evacuation.

10. LIABILITY

- 10.1 Fenix is only liable for damage suffered by the Visitor if such damage is a direct consequence of Fenix's gross negligence or intent. In any event, liability is limited to:
- a) The Admission Price; or, if that is greater:
 - b) the amount paid by Fenix's insurer to Fenix for the individual damage claim; or
 - c) the amount paid by a third party to Fenix for the individual damage claim.
- 10.2 In the event of damage involving death or bodily injury, Fenix's total liability does not comprise more than the damage compensation scheme set out in Article 10.1 of the Visitor Terms and Conditions.
- 10.3 Liability of Fenix due to an attributable breach of the agreement is limited to direct damage and does not comprise more than the damage compensation scheme set out in Article 10.1 of the Visitor Terms and Conditions.
- 10.4 Liability of Fenix for indirect damage, such as consequential damages, lost profits or wages, missed savings and the like, is excluded.
- 10.5 Where goods are placed or left in the Museum without Fenix receiving any payment for them, Fenix is not liable for any damage to or in connection with those goods, unless such damage is a direct result of Fenix's gross negligence or intent.

11. PRIVACY

- 11.1 The privacy policy is available on the Fenix website.

12. FORCE MAJEURE

- 12.1 Force majeure for Fenix, which makes any failure caused by it not attributable to Fenix, is any foreseeable or unforeseeable circumstance that makes the performance of the agreement by Fenix so difficult that,

temporarily or permanently, the performance of the agreement becomes impossible or problematic.

- 12.2 Circumstances as referred to in Article 12.1 of the Visitor Terms and Conditions also include circumstances concerning persons, services or institutions that Fenix uses or intends to use in the performance of the agreement, anything that applies to them as force majeure, suspensive condition or resolute condition, and attributable failure on their part.

13. LOST AND FOUND

- 13.1 Items that the Visitor finds in the Museum can be handed over by the Visitor to a Member of Staff or at the Fenix welcome desk.
- 13.2 Fenix will take the found items into safekeeping and, if they are valuable items, hand them over to the police in Rotterdam.
- 13.3 When the alleged owner or rightful claimant of a found item reports the loss to the welcome desk or via the Fenix website, the person has the choice of collecting the goods themselves or having them sent to them cash on delivery. In both cases, the person must be able to provide proper identification. If Fenix is in doubt about the status of the alleged owner or rightful claimant, Fenix can ask for proof of ownership from that person.
- 13.4 Found items will appear on the iLost website. Fenix may destroy found items not collected after 3 (three) months or donate them to charity.

14. FEEDBACK

- 14.1 The Visitor can give any feedback they may have at the welcome desk or via the Fenix website.
- 14.2 Fenix reviews the feedback and tries to reply to it in writing within 30 (thirty) working days of receipt. If a response is not provided within this time, the Visitor will be informed of this along with an indication of the time at which it is likely to be provided.

15. APPLICABLE LAW

- 15.1 The Visitor Terms and Conditions and the agreement(s) between the Visitor and Fenix are governed by Dutch law.
- 15.2 Disputes arising from the agreement(s) between the Visitor and Fenix shall only be submitted to the competent court in Rotterdam.

These general Visitor Terms and Conditions have been established by the Fenix management and are published on www.fenix.nl.

Stichting De Fenix, Rotterdam

Management
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