# Spoorwegmuseum Visitor Terms and Conditions - February 2026

## 1. Definitions

1.1 – In these visitor terms and conditions, we use the following definitions:

‘**Visitor**’ means any natural or legal person who enters the museum complex and/or visits a (temporary) presentation and/or attends an activity organised by the Spoorwegmuseum or by third parties with the permission of the Spoorwegmuseum. The term visitor also includes the natural or legal person who purchases an admission ticket or places a group booking with the Spoorwegmuseum.

‘**Museum complex**’ means all spaces (built and unbuilt) owned or managed by the Spoorwegmuseum, including the spaces and storage depots located at Maliebaanstation 16 in Utrecht.

‘**Staff**’ means the employees and/or volunteers of the Spoorwegmuseum and third parties engaged by it.

‘**Spoorwegmuseum**’ means the Stichting Nederlands Spoorwegmuseum (Chamber of Commerce no. 41178462), with its registered office at Maliebaanstation 16 in Utrecht, and its staff.

‘**Admission ticket**’ means a valid admission ticket or comparable proof of entry (such as an invitation, voucher or U-pas) that grants access to (part of) the museum complex.

## 2. Applicability

2.1 - These visitor terms and conditions apply from the moment a visitor enters the museum complex or purchases or obtains an admission ticket. The visitor terms and conditions also apply to visitors attending activities within or outside regular opening hours, such as in the case of venue hire, catering and visits to the shop.

2.2 - In addition to these visitor terms and conditions, other (contractual) terms and/or terms for specific events or activities of the Spoorwegmuseum may apply. In the event of any conflict between these visitor terms and conditions and the terms for specific events, the terms for specific events or activities shall prevail.

2.3 - Deviations from these visitor terms and conditions or from the terms for specific events are only valid if expressly agreed with the visitor in writing.

## 3. Accessibility

3.1 - The (historic) buildings of the museum complex are largely accessible to wheelchair users, visitors with reduced mobility and visitors with pushchairs. Most trains are not accessible to wheelchair users, visitors with reduced mobility or visitors with pushchairs.

3.2 - Assistance dogs and guide dogs are permitted throughout the museum complex upon presentation of an official pass or appropriate documentation.

3.3 – We recommend that visitors familiarise themselves, upon entering the museum complex, with the escape routes they can use in the event of an emergency.

## 4. Ticket sales and refunds

4.1 - Visitors must be in possession of an admission ticket while in the museum complex and must show it to staff on request. If the visitor uses a discount card, this must also be shown on request of staff.

4.2 - The (prospective) visitor is not entitled to 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 prospective visitor does not use an admission ticket, this is at the visitor's own expense and risk; this also applies where the admission ticket is only valid for a specific time and/or date (or an activity at a specific time and/or date). Visitors cannot exchange an admission ticket once obtained. Nor will the admission price be refunded, unless the visitor, as a consumer, has a statutory right to rescind the contract. However, prior to a visit, the visitor may pass on an admission ticket once obtained to someone else or rebook it for another date. The Spoorwegmuseum may attach certain conditions to rebooking.

4.3 – Visitors purchase admission tickets through the official sales channels of the Spoorwegmuseum. We may refuse a (prospective) visitor access to the museum complex if it appears that the admission ticket was not obtained from the Spoorwegmuseum or from an authorised body or partner organisation.

4.4 – If the visitor has purchased an admission ticket via the Spoorwegmuseum website, the visitor cannot invoke the 14-day cooling-off period under the Dutch Distance Selling Act (Wet Koop op Afstand). This is because the admission ticket relates to leisure services linked to a specific time or period. Pursuant to Article 6:230p(e) of the Dutch Civil Code, such services are exempt from the right of withdrawal.

4.5 – If the visitor has purchased an admission ticket from an authorised body or partner organisation of the Spoorwegmuseum, the terms of sale of that third party may apply in addition to these terms and conditions.

## 5. Group bookings and guided tours

5.1 - A visitor must accept a proposal for a group booking or guided tour provided by the Spoorwegmuseum within the stated period. If the period set by the Spoorwegmuseum has expired without receipt of the signed confirmation, the visitor cannot derive any rights from the proposal.

5.2 - In the case of a booking, the visitor must fulfil their payment obligations without deduction, discount or set-off within the period agreed in writing. The payment term is 14 days, unless otherwise agreed. If payment is not made in full or on time, the visitor shall be in default without any further notice of default being required.

5.3 – Payment for a group booking or guided tour shall be made in the manner stated by the Spoorwegmuseum in the booking confirmation.

5.4 – If the visitor fails to pay on time, the visitor shall from that moment owe the Spoorwegmuseum statutory interest plus 3%. The Spoorwegmuseum may suspend performance of the agreement or terminate the agreement out of court. The Spoorwegmuseum shall then be entitled to claim full compensation for damages from the visitor.

5.5 - Where several natural or legal persons purchase a group booking or guided tour, they shall be jointly and severally liable for payment of the invoiced amount.

5.6 - All reasonably incurred extrajudicial (collection) costs (including the costs of a debt collection agency, bailiff and/or lawyer) incurred by the Spoorwegmuseum as a result of the visitor's failure to meet their payment obligation shall be borne by the visitor, based on a minimum of 15% of the outstanding amount, subject to a minimum of €200. The visitor is also obliged to pay the Spoorwegmuseum all costs of legal proceedings, at all instances, including the costs of a lawyer and/or bailiff.

5.7 – The visitor may only cancel a group booking or guided tour if this is done by written notice no later than 4 working days before the agreed date of performance of the agreement. In the event of later cancellation, the visitor shall owe the Spoorwegmuseum the full invoiced amount. This article applies to group bookings and guided tours that do not involve exclusive and private use of spaces in the museum complex and that take place during the regular opening hours of the Spoorwegmuseum.

5.8 - If the visitor and/or the persons invited by the visitor are not present at the time agreed with the Spoorwegmuseum, the Spoorwegmuseum shall charge the visitor any additional costs incurred as a result. The Spoorwegmuseum is also entitled to cancel the group booking or guided tour without any right to a refund if postponement of the activity is not (or no longer) possible for the Spoorwegmuseum.

## 6. Your stay in the museum complex

6.1 – The Spoorwegmuseum endeavours to offer visitors a complete and safe presentation of the collection. In this context, the following conditions apply:

- The Spoorwegmuseum's collection is constantly evolving. As a result, an object or part of the collection may be temporarily absent or not on view due to, for example, maintenance, renewal, restoration, loan or the refurbishment of spaces.
- The Spoorwegmuseum points out to visitors that the presentation or arrangement of objects may change. The museum endeavours to inform visitors appropriately of substantial changes to the collection.
- Owing to the (historic) nature of the museum complex and the objects on display, visitors should be aware of changes in level, stairs, steps and other situations that require attention and care on the part of the visitor.
- The collection consists of historic heritage and works of art, not everyday objects. Visitors are therefore not permitted to touch or step onto the objects, unless this is expressly permitted.

6.2 - A visitor may not remain in or enter any part of the museum complex other than that to which the admission ticket gives access.

6.3 - During their stay in the museum complex, the visitor must behave in accordance with public order, public decency and the rules of propriety applicable to the nature of the activity attended. The visitor is also required to follow immediately any directions and instructions given by staff of the Spoorwegmuseum who are recognisable as such.

6.4 - If, in the reasonable opinion of staff, a visitor acts in breach of these terms and conditions, standards, directions or instructions, we may refuse the visitor further access to the museum complex, without the visitor being entitled to any reimbursement of the cost of the admission ticket or any other costs incurred.

6.5 - Parents and supervisors of children and young people under 18 are at all times accountable and responsible for the behaviour of the children, young people or group members they have brought with them.

6.6 - Visitors under the age of 12 are only admitted to the museum complex when accompanied by an adult. Parents, guardians and/or other supervisors are fully responsible for the behaviour of visitors under the age of 12 and liable for any damage caused by these visitors.

6.7 - Among other things, the visitor is not permitted, in or around the museum complex, to:

- offer for sale or provide (free of charge) goods of any kind to third parties, unless written permission has been obtained from the Spoorwegmuseum;
- deliberately and for a prolonged period block the way of other visitors, obstruct the view of objects on display for a prolonged period, or cause them prolonged disturbance, for example through noise;
- bring animals (including pets), unless they are official assistance dogs or guide dogs;
- smoke or vape on the Spoorwegmuseum premises (indoors and outdoors) and/or use fireworks, smoke machines and/or flares;
- fly drones in or above the museum complex;
- consume food and drink anywhere other than in the designated areas;
- make audio or video recordings of staff, visitors or other persons present in the Spoorwegmuseum without prior permission. This includes, among other things, recordings made with mobile phones, camera glasses and/or concealed audio or video equipment;
- bring objects or substances that staff consider dangerous, such as explosive materials, umbrellas, tripods or large bags;
- touch (art) objects and exhibition materials such as display cases and lighting unless this is expressly permitted. Parents, supervisors or teachers of children and young people under 18 must strictly ensure that the children or young people in their care do not touch the (art) objects on display. Children under the age of 4 must be held by the hand when entering trains or using stairs or raised platforms, and/or be carried in a pushchair within the museum complex.
- climb on, scratch, deface or otherwise damage (art) objects and exhibition materials (such as display cases).

6.8 - In exceptional cases where the general safety of persons or the collection reasonably requires it, staff may ask to inspect the (hand) luggage brought by the visitor. If deemed

necessary, staff may also ask the visitor to cooperate with a security search upon entering or leaving the museum complex. Prospective visitors will be informed before entering the museum complex that this measure is in force.

6.9 - A surveillance system is in operation at the Spoorwegmuseum. By entering the museum complex, the visitor agrees that we may make and retain audio and/or video recordings of the visitor in accordance with the applicable statutory provisions. Where necessary, we will make the recordings or images available to the police and/or judicial authorities.

6.10 - Visitors may only take photographs or make video and film recordings using lights, flash equipment, drones and/or tripods with the prior written permission of the Spoorwegmuseum.

6.11 - The Spoorwegmuseum may refuse access to the museum complex to a visitor who, during a (previous) visit to the museum complex, has deliberately damaged an object or otherwise behaved inappropriately. The Spoorwegmuseum shall notify the visitor of the decision to refuse access immediately, stating the reasons.

6.12 - The Spoorwegmuseum regularly takes photographs and makes film recordings of activities or events in the museum complex. We may use this material for publicity or marketing purposes through our own channels (website, leaflets, posters, etc.). By entering the museum complex, the visitor consents to the publication of this material. If the visitor objects to the publication of images in which they are recognisable, the visitor may let us know. The Spoorwegmuseum will then make every effort to prevent publication of the material.

## 7. Complaints

7.1 - The Spoorwegmuseum does its utmost to ensure that visits to the museum complex, events and activities proceed in accordance with the programme published (online). This includes the obligation to inform (prospective) visitors, as far as reasonable, of the full, partial or early closure of the museum complex, changes to or cancellation of events, maintenance work, renovations and/or the (re)arrangement of spaces. The visitor is not entitled to a refund of the admission price if they could reasonably have been aware of changes to the programme or restricted accessibility of the Spoorwegmuseum, or if the changes to the programme or the restricted access do not justify a refund.

7.2 – Complaints such as those listed below cannot give rise to any obligation on the part of the Spoorwegmuseum to refund the admission price to the visitor:

- complaints relating to objects from the museum’s (permanent) collection not being on view;
- complaints relating to restricted access to the museum complex or disturbance resulting from the setting up, dismantling or (re)arrangement of (temporary) events or spaces, provided the visitor could reasonably have been aware of this in advance or if the restriction does not reasonably justify a refund;
- complaints relating to disturbance or inconvenience caused by other visitors, such as noise, misconduct, theft and vandalism;
- complaints relating to disturbance or inconvenience caused by facilities in the museum complex not functioning properly.

7.3 - Visitors may submit complaints, suggestions and compliments in writing by sending an email to info@spoorwegmuseum.nl, or by completing the form provided for this purpose at the information desk.

## 8. Liability

8.1 – The visitor's stay in the museum complex is at their own expense and risk.

8.2 - The Spoorwegmuseum is not liable for damage resulting from quotations, statements or other forms of information provided to the visitor by third parties.

8.3 - The Spoorwegmuseum is only liable for damage suffered by a visitor if that damage is the direct result of gross negligence or wilful intent on the part of the Spoorwegmuseum or its staff. Moreover, only damage against which the Spoorwegmuseum is insured, or should reasonably and fairly have been insured, is eligible for compensation. The Spoorwegmuseum accepts no liability for indirect damage, including consequential loss, loss of profit or earnings, missed savings, etc. The Spoorwegmuseum is not liable for, among other things:

a. damage caused by the actions of third parties, such as persons engaged by the Spoorwegmuseum, tenants of (spaces in) the building, and other visitors.
b. damage caused by failure to follow staff instructions and failure to observe generally accepted rules of conduct.
c. the acceptance of goods that have been or are deposited, stored and/or left behind in any manner, by anyone and anywhere, without the Spoorwegmuseum charging any fee for this.

8.4 - Under no circumstances shall the Spoorwegmuseum be obliged to pay compensation exceeding:

- the admission price actually paid and the travel expenses actually incurred within the Netherlands or, if greater;
- the amount paid out to the Spoorwegmuseum by its insurer or a third party in respect of the damage.

8.5 - The Spoorwegmuseum shall never be liable for damage caused to the visitor's vehicles, except if and to the extent that the damage occurred in the car park or cycle storage of the museum complex and is the direct result of wilful intent or gross negligence on the part of the Spoorwegmuseum and/or its staff.

8.6 - If the visitor brings goods to the museum complex and deposits, stores and/or leaves these goods in the museum complex in any manner, anywhere and by anyone, without the Spoorwegmuseum charging a fee for this, the Spoorwegmuseum shall not be liable for damage to or in connection with these goods, regardless of how the damage occurred. This exclusion does not apply to damage resulting from wilful intent or gross negligence on the part of the Spoorwegmuseum or its staff.

8.7 - The above limitations of the Spoorwegmuseum's liability do not apply in the event of damage resulting from death or personal injury.

## 9. Force majeure

9.1 - Force majeure on the part of the Spoorwegmuseum, as a result of which any failure to perform cannot be attributed to the Spoorwegmuseum, means any circumstance that impedes the Spoorwegmuseum's performance of the agreement to such an extent that performance becomes temporarily or permanently impossible or disproportionately onerous. Force majeure shall in any event include: natural disasters, extreme weather events, pandemics, epidemics, strikes, terrorist attacks, power failures, and other unforeseen circumstances over which the Spoorwegmuseum can reasonably exercise no influence.

9.2 - Force majeure also includes circumstances affecting persons, services or (utility) providers that the Spoorwegmuseum uses in performing the agreement. This also covers situations that constitute force majeure or a condition precedent or subsequent for these third parties, as well as attributable failures on the part of these third parties.

## 10. Lost property

10.1 - Visitors may hand in items found in the museum complex at the ticket desk or the museum shop.

10.2 - The Spoorwegmuseum posts found items on the iLost website within five working days. Via https://ilost.co/nl/org/het-spoorwegmuseum visitors can check whether their item has been found. The Spoorwegmuseum keeps found items for a maximum of six months.

10.3 – If the owner or rightful claimant of a found item comes forward, they may choose either to collect the goods themselves from the Spoorwegmuseum in Utrecht or to have them sent, subject to advance payment of the postage costs. In both cases, the owner or rightful claimant must provide valid proof of identity.

## 11. Governing law

11.1 - These Visitor Terms and Conditions and the agreement between the visitor and the Spoorwegmuseum are governed by Dutch law.

11.2 - All disputes arising from the agreement between the visitor and the Spoorwegmuseum or from a visit to the museum complex shall be submitted exclusively to the competent court in Utrecht. The Spoorwegmuseum may invoke this choice of forum in writing. The visitor shall then have one month to opt for the court that has jurisdiction by law.

## 12. Availability

12.1 – These visitor terms and conditions are available at the information desk of the Spoorwegmuseum and are published and available for download on the Spoorwegmuseum website (www.spoorwegmuseum.nl).