

# General conditions for visitors

## General stipulations: definitions

### Article 1.1

In these General Conditions for visitors, the following definitions are of use:

“Visitor” refers to every person or legal person who (i) makes an agreement with Utrecht Marketing (UM) concerning a visit or an event in the Dom Tower and/or (ii) enters the Dom Tower for the purposes of a (tourist) visit and/or (iii) participates in a city walking tour or bicycle tour.

“Visitor center” refers to the shop at Domplein 9-10 where admission tickets are sold and tours start from.

“Dom Tower” refers to the reception building, the Michaël chapel, the Egmond chapel, the bell chamber, the gallery at 70 meters and the gallery at 95 meters.

“Staff member” refers to everyone who is in service of or hired by UM, or anyone who represents UM.

“UM” refers to the Utrecht Marketing Foundation, the organization which manages and exploits the Dom Tower.

### Article 1.2

These General conditions for visitors apply to every UM Visitor who has bought a ticket to visit the Dom Tower and/or participate in a city walking tour and/or a bicycle tour.

## Ticket sales, special offers and prices

### Article 2.1

The Visitor is obligated to carry their admission ticket with them at all times and to show it to a Staff member if so requested. If the Visitor has purchased their admission ticket using a voucher or any kind of card that gives the Visitor the right to a discount, the Visitor is also obligated to carry this document with them and to show to a Staff member if so requested. If the entrance fee has been paid and the admission ticket has been purchased, it is no longer possible to use any Vouchers or other cards that give the Visitor the right to a discount to deduct this discount from the entrance fee.

### Article 2.2

When visiting the Dom Tower, the Visitor is obligated to check in at the counter in the Visitor center no later than 15 minutes before the start of the time slot they have purchased, and to present the admission ticket they have purchased to a Staff member. If the Visitor has used a promotional action or voucher to purchase their ticket, they are obligated to show the document that entitles them to a discount to a Staff member.

### Article 2.3

When participating in a city walking tour or bicycle tour, the Visitor is obligated to report to the location stated on their ticket no later than 5 minutes before the start of the time

slot they have booked. The Visitor may only participate in a city walking tour or bicycle tour after showing a valid admission ticket.

#### Article 2.4

If the Visitor has purchased an admission ticket via the UM website, the Visitor is not entitled to a 14-day right-of-withdrawal period as stipulated in Dutch remote purchase laws. The reason for this is that the admission tickets apply to services in the field of leisure activities which are set to take place at specific times or periods. On the basis of article 6:230p sub e of the Civil Code, such services are excluded from Dutch revocation law.

#### Article 2.5

In case of loss or theft of the purchased admission ticket before the Visitor enters the Dom Tower and/or participates in a city walking tour or bicycle tour, the Visitor is not entitled to a refund of the entrance fee or any other kind of compensation.

#### Article 2.6

If Visitors do not make use of their previously purchased admission ticket on their reserved date and time slot, this is at the Visitors' own expense and risk. In this case, they are not entitled to a refund of the entrance fee. Once an admission ticket has been issued, it cannot be exchanged for an admission ticket for a different date or time slot.

#### Article 2.7

The commercial resale of admission tickets without UM's prior consent is prohibited.

#### Article 2.8

UM will only refund the paid entrance fee to the Visitor if they are obligated to exit the Dom Tower prematurely due to an unannounced exercise or drill by the in-house emergency response team (article 15, Law of Working Conditions 1998), and/or in case of a calamity that requires a full or partial evacuation of the Dom Tower.

#### Article 2.9

In case of bad weather, visits to the Dom Tower, city walking tours and bicycle tours will proceed as usual. If weather conditions are so extreme that it is deemed—at UM's sole discretion—that the tour cannot possibly take place, the visit will be cancelled and the paid entrance fee will be refunded.

#### Article 2.10

Groups of 15 persons or more can only visit the Dom Tower by means of a guided group tour. Groups of seven persons or more can only participate in a city walking tour or bicycle tour by means of a guided group tour. Guided group tours need to be planned and requested via UM.

#### Article 2.11

It is not possible to join a tour after the start time has passed. In this case, Article 2.6 will apply.

## Access to the Dom Tower

### Article 3.1

Visitors may only access the Dom Tower after presenting a valid admission ticket. Access to the Dom Tower is only possible by means of a guided tour under the supervision of a Staff member. Visitors are not allowed to enter, climb, descend, or enter any room inside the Dom Tower without the supervision of a Staff member or without UM's permission.

### Article 3.2

Visitors will be denied (further) admission to the Dom Tower – without entitlement to a refund of the entrance fee – when UM deems at their sole discretion that:

the admission ticket is not distributed by or on behalf of UM, or any person or organisation authorized by UM to do so;

the Visitor does not report to the counter in the visitor center at least fifteen minutes before the start of their reserved time slot, in accordance with article 2.2 in the General conditions for visitors.

The Visitor is under the influence of alcoholic beverages, narcotics or similar substances; the Visitor does not behave themselves in accordance with the law or public decency, or is disturbing the public order;

the Visitor does not follow the instructions of Staff members;

the Visitor is disturbing or threatening to disturb the public order, according to the judgement of Staff members.

### Article 3.3

To protect themselves and/or other Visitors and/or Staff members, a Visitor may be denied (further) access to the Dom Tower when Staff members suspect, based on observed behavior, that the Visitor wishes to visit the Dom Tower with other intentions than a tourist or recreational visit. In this case the Visitor can claim a refund of their entrance fee.

## Accommodation in the Dom Tower

### Article 4.1

During their stay in the Dom Tower, the Visitor must act in agreement with the law, public decency, public order and the rules of decency applicable to the type of activity they are participating in. The Visitor must follow the instructions given by Staff members at all times.

### Article 4.2

If the Visitor buys admission tickets on behalf of others, they are obligated to call the other persons' attention to the applicability of the General conditions for visitors for every visitor.

### Article 4.3

Visitors under the age of 18 may only visit the Dom Tower when supervised by an adult. Parents or supervisors of Visitors under the age of 18 are responsible and will be held accountable for the behavior of the children under their supervision and responsibility at all times. Teachers and group supervisors are responsible and will be held accountable

for the behavior of the group members under their supervision. Parents, teachers and group supervisors must ensure that the exhibited objects and materials are not touched by any Visitor under the age of 18 who is under their responsibility or supervision, or by any other member of the group they are supervising.

#### Article 4.4

Inside the Dom Tower, the Visitor is not allowed to:

- offer any kinds of goods for sale or distribute these for free;
- enter any rooms without a Staff member present, or to climb or descend the Dom Tower or enter -any other rooms or sites which can be accessed via the Dom Tower without a Staff member present or without UM's permission.
- block other Visitors' access or hinder other Visitors' view on purpose;
- give guided tours in the Dom Tower other than those given by authorized Staff members or without having received permission from UM's management.
- hinder other visitors, for example by creating a disturbance by making excessive noise or using mobile phones, portable music players or tablets;
- bring along any pets or other animals, with the exception of guide dogs;
- smoke inside the Dom Tower;
- bring along any food or other refreshments, unless they have a Staff member's permission to do so.
- bring along bags of any kind, with the exception of back or belly carriers for babies, on the condition that these are used as intended;
- bring along any objects or substances that have been deemed dangerous at the sole discretion of Staff members, such as umbrella's, drones, tripods or selfie sticks;
- throw any kind of materials or objects off of the Dom Tower, attach any objects to the Dom Tower, and/or leave behind any personal belongings or take away any objects that are the property of UM;
- write and/or leave behind any markings or cause any damage to the Dom Tower.

#### Article 4.5

The Dom Tower has very limited accessibility for disabled people because of its many stairs and narrow passages. Visitors with disabilities must announce their visit beforehand so that UM can assess whether a tour with adjustments is possible. However, UM reserves the right to forbid visitors from joining a tour when it is deemed, at UM's sole discretion, that the safety risk for the Visitor in question and/or other visitors and/or Staff members is too high. In this case the Visitor is entitled to a refund of their entrance fee.

#### Article 4.6

In order to guarantee the safety of Visitors and Staff members, UM may decide to (temporarily) close certain rooms inside the Dom Tower.

#### Article 4.7

Staff members may request to inspect any (hand) luggage brought along by the Visitor in special cases when the general safety of persons, objects or the Dom Tower reasonably demands it. If the Visitor refuses, Staff members are authorized to immediately remove the Visitor in question, or have them removed, from the Dom Tower or the Visitor center at Domplein 9.

#### Article 4.8

Taking photos, videos and/or film recordings of the Dom Tower is allowed for private use, but may only be done while observing the privacy of other Visitors and Staff members. (Semi-)commercial photo, video and film recordings are allowed solely with UM's prior written permission. The Visitor is not permitted to take photos, videos and/or film recordings of Staff members without prior written permission.

#### Article 4.9

If a Visitor – according to Staff members' sole discretion – acts against Staff members' orders or these General conditions for visitors, the Visitor may be denied further access to the Dom Tower. In such cases the Visitor is not entitled to a refund of the entrance fee, nor to a refund of any other costs made by the Visitor.

#### Article 4.10

Video surveillance is in place in certain sections of UM and the Visitor center. The function of this video surveillance is to protect Visitors, Staff members and the Dom Tower. Surveillance camera footage is saved for a period of four weeks. In this respect, UM is in compliance with the General Data Protection Regulation and the guidelines formulated by the Dutch Data Protection Authority. In cases when an incident has been recorded, such as a criminal offence, this footage will be stored for the sake of criminal apprehension until the incident has been resolved. If UM sees any reason to make this footage available to the police, they may do so in accordance to the Police Data Act.

#### Article 4.11

UM may permit third parties to take photos and film recordings inside the Dom Tower. These photos and film recordings may be made public. UM will inform Visitors of this prior to their entering the Dom Tower. The photo and film footage may be used for publicity purposes on UM's website, social media channels, brochures, flyers and other UM publications. If a Visitor objects to the publication of footage in which they can be recognized, the Visitor can make this known by sending an email to [domtoren@utrechtmarketing.nl](mailto:domtoren@utrechtmarketing.nl). UM will then do their utmost to stop this material from being used for further publicity purposes.

#### Article 4.12

Visitors are not allowed to bring any backpacks, bags, purses or objects that have been deemed dangerous at the sole discretion of Staff members inside the Dom Tower. There are unattended lockers in the Visitor center. Big backpacks, bags or objects that do not fit inside the lockers will not be safeguarded by UM. Locker use is free and entirely at the Visitor's own risk.

#### Article 4.13

The Visitor must be able to identify themselves for security purposes and data verification. Staff members may ask a Visitor to show proof of identification when there is no other reasonable method of identifying the Visitor. UM will not make copies of Visitors' proof of identification, nor store any copies of Visitors' proof of identification.

## Complaints

### Article 5.1

If it is clear prior to a Visitor's visit to the Dom Tower that unforeseen circumstances are making it impossible to enter the Dom Tower or limiting the number of rooms that are accessible, Visitors will be informed of this prior to their entering the Dom Tower. In cases when only a limited number of rooms inside the Dom Tower are accessible – in the sense that this results in a substantially different experience from what the Visitor has reason to expect – the Visitor may choose to cancel their visit and retain their right to a refund of the entrance fee, or continue their visit and forfeit their right to a refund of the entrance fee.

### Article 5.2

UM will do their utmost make the Visitor's visit as pleasant as possible. However, UM is unable to make any guarantees about this. In particular, UM cannot guarantee that: the Dom Tower will be available to the public in its entirety at all times; the visit will not be disrupted by any kind of nuisance, inconvenience or discomfort caused by other Visitors, such as excessive noise, inappropriate behavior, theft or molestation; the visit will not be disrupted by any nuisance, inconvenience or discomfort caused by maintenance or restoration works, such as the renovation, rearrangement or refurbishment of any of the rooms; the visit will not be disrupted by any nuisance, inconvenience or discomfort caused by malfunctioning facilities inside the Dom Tower.

### Article 5.3

Any complaints about the implementation of and requests for restitution regarding the agreement between UM and the Visitor must be submitted in writing within a period of six weeks after the visit has taken place. Complaints submitted after this term will not be taken into consideration.

### Article 5.4

Visitors who submit a complaint or an objection against the publication of materials will receive a proof of receipt within three days. The complaint will be examined and handled within a month.

### Article 5.5

Visitors may submit complaints or suggestions for improvement in writing by sending an email to [domtoren@utrechtmarketing.nl](mailto:domtoren@utrechtmarketing.nl).

## Liability in the Dom Tower

### Article 6.1

UM's liability is limited to the amount that UM's insurance company pays to UM regarding the damages.

### Article 6.2

UM is not liable for any damages to or loss of goods while these are stored by the Visitor in a locker in the Visitor center.

## Lost and found items

### Article 7.1

Objects found in the Dom Tower by Visitors can be handed in at the counter in the Visitor center.

### Article 7.2

UM will make as much of an effort as can be reasonably expected to track down the rightful owner of any found item(s).

### Article 7.3

If the rightful owner of any found item(s) turns up, they can choose to either pick up the item(s) themselves or have the item(s) sent over to them with cash on delivery. In both cases the rightful owner must identify themselves.

### Article 7.4

UM reserves the right to give away, sell or destroy any found items which are not collected within three months after they have been found.

## Privacy

### Article 8.1

UM believes that treating personal details and data with care is of the utmost importance. UM ensures that personal details are safely processed and secured. UM's [privacy statement](#) can be found on our website.

## Applicable law

### Article 10.1

These General conditions for visitors, as well as the agreement between the Visitor and UM, are subject to Dutch law.

### Article 10.2

All disputes arising from the agreement between the Visitor and UM will solely be brought to trial before a judge with jurisdiction in Utrecht. If you have a complaint, you can send it to us via our [contact form](#).

In your complaint, please state:

- The date of your visit
- A description of your complaint
- Your name and email address, postal code, place of residence, country and telephone number