



## **Brederode Castle**

### **General Terms and Conditions**

#### **Introduction**

Within the limits of reason, the Stichting Heerlijkheid Brederode will do everything possible to make the visit to the Brederode Castle and the organized exhibitions and activities in accordance with the wishes of the visitor. Stichting Heerlijkheid Brederode will make as much effort as possible to minimise any inconvenience to the visitor, as well as to ensure the safety of the visitor as much as possible.

#### **General provisions: definitions**

##### **Article 1.1**

Stichting Heerlijkheid Brederode rents Brederode Castle from Stichting Monumentenbezit.

On behalf of Stichting Heerlijkheid Brederode, the managers take care of the daily management and the operation, together with the voluntary employees.

Stichting Heerlijkheid Brederode

Meervlietstraat 131, 1981 BL Velsen-Zuid, The Netherlands

acting under the name Brederode Castle (English) / Ruïne van Brederode (Dutch).

KvK number: 57790736

VAT identification number: NL852737695B01

##### **Article 1.2**

Brederode Castle means the entire complex, both built and undeveloped.

Visiting address: Velserenderlaan 2, 2082 LA Santpoort-Zuid, The Netherlands

Website: [www.ruinevanbrederode.nl](http://www.ruinevanbrederode.nl)

Email address: [info@ruinevanbrederode.nl](mailto:info@ruinevanbrederode.nl)

Phone number manager R.C.R. Kortekaas: +31(0)612412092

Can be reached by phone on Tuesday to Sunday between 11:00 a.m. and 5:00 p.m.

Supervisory authority:

Municipality of Velsen

Visiting address: Dudokplein 1, 1971 EN IJmuiden

Mail: Post box 465, 1970 AL IJmuiden, The Netherlands Email: [info@velsen.nl](mailto:info@velsen.nl)

Phone number: +31(0)255567200 or 14 0255 Website: [www.velsen.nl](http://www.velsen.nl)

##### **Article 1.3**

'Visitor' and 'consumer' means anyone who in any way, whether or not (in)directly with Stichting Heerlijkheid Brederode, enters into an agreement with the aim of entering the Brederode Castle and/or attending an exhibition or attending an activity during the regular opening hours.



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### Article 1.4

These Terms and Conditions apply to any agreement between Stichting Heerlijkheid Brederode and a visitor. The conditions do not apply to special activities outside the regular opening hours and/or are aimed at other than the regular visitor, such as in the case of location rental and catering.

### **Ticket sales, offers and prices**

#### Article 2.1 Applicability

1. These terms and conditions apply to any offer of Stichting Heerlijkheid Brederode and to any distance agreement between Stichting Heerlijkheid Brederode and consumer.
2. Before the distance contract is concluded, the text of these terms and conditions shall be made available to the consumer.
3. The sale of e-tickets for access to the Ruin of Brederode takes place via CURO payments. [Click here](#) for CURO Terms and Conditions. Stichting Heerlijkheid Brederode does not receive personal data unless the consumer wants to receive the newsletter of Brederode Castle. This information is only used to send the newsletter. For this, you can also unsubscribe at any time, after which the data will be deleted directly from the file.

#### Article 2.2 The offer

1. If an offer has a limited period of validity or is subject to conditions, this is explicitly stated in the offer.
2. The offer contains a complete and accurate description of the products offered, digital content and/or services. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the Stichting Heerlijkheid Brederode for Brederode Castle uses images, these are a true representation of the products, services and/or digital content offered. Obvious mistakes or obvious errors in the offer do not bind Stichting Heerlijkheid Brederode.
3. Each offer contains such information that it is clear to the consumer what the rights and obligations are, which are linked to the acceptance of the offer.

#### Article 2.3 The Agreement

1. The contract shall be concluded, taking into account Article 4, at the time of the consumer's acceptance of the offer and compliance with the conditions laid down there by it.
2. If the consumer has accepted the offer by electronic means, Stichting Heerlijkheid Brederode immediately confirms the receipt of the acceptance of the offer by electronic means.



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3. If the agreement is reached electronically, Stichting Heerlijkheid Brederode will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a safe web environment. If the consumer can pay electronically, Stichting Heerlijkheid Brederode will take appropriate safety measures to this end.
4. Stichting Heerlijkheid Brederode will indicate the terms and conditions when the product, service or digital content is delivered to the consumer.

### Article 2.4 Exclusion of right of withdrawal

The purchase of digital tickets is covered by the exclusion of the right of withdrawal: agreements relating to leisure activities, if the agreement provides for a certain date or period of implementation thereof.

### Article 2.5 The price

The prices listed in the supply of products or services include VAT.

### Article 2.6 Compliance agreement

Stichting Heerlijkheid Brederode guarantees that the products and/or services comply with the agreement, the specifications set out in the offer, the reasonable requirements of soundness and/or usability.

### Article 2.7 Delivery and execution

1. Stichting Heerlijkheid Brederode will take the utmost care when receiving and carrying out orders of products.
2. The place of delivery is the address that the consumer has made known to the entrepreneur.

### Article 2.8 Payment

1. The amounts due by the consumer must be paid immediately
2. The consumer has a duty to report inaccuracies in payment details provided or mentioned without delay to Stichting Heerlijkheid Brederode.

### Article 2.9

Stichting Heerlijkheid Brederode accepts liability for any mistakes made by Brederode Castle itself in quotations, announcements or otherwise provided to the visitor. This liability applies only to the own information material present at Brederode Castle at the time of the claim, or has recently been distributed by or on behalf of the Stichting Heerlijkheid Brederode. Stichting Heerlijkheid Brederode is not liable for errors that are due to intent, guilt or negligence by third parties.



## **Brederode Castle**

### Article 2.10

The visitor is at all times obliged to show the ticket and any card or voucher that entitles you to a discount on the entrance fee to the manager and employees of Brederode Castle.

### Article 2.11

A once obtained ticket cannot be exchanged. There is no refund of the entrance fee either. If a potential visitor does not use the pre-purchased ticket, this is at the visitor's own expense and risk; this is also the case if the admission ticket is only valid for a certain time and/or date.

### Article 2.12

The potential visitor may be denied access to Brederode Castle if it is found that the ticket, discount card or voucher has not been obtained through Brederode Castle or on behalf of Brederode Castle a competent authority.

## **Stay at of Brederode Castle**

### Article 3.1

During the stay at Brederode Castle, the visitor must behave in accordance with public order, good manners and the rules of decency applicable to the nature of the activity visited. The visitor is also obliged to follow the instructions and instructions given by the managers or volunteer employees of Stichting Heerlijkheid Brederode on Brederode Castle. If, in the reasonable opinion of an employee of Brederode Castle, the visitor in any way violates these standards, directions or instructions, the visitor may be denied further access to Brederode Castle, without the visitor being entitled to any compensation for the costs of the admission ticket or any other costs incurred.

### Article 3.2

Parents or guardians of children are at all times responsible for and approachable to the behaviour of children brought by them. Teachers and group supervisors are responsible for and approachable to the behaviour of group members accompanied by them.

Parents or guardians of children should strictly ensure that exhibited objects are not touched by the children they bring. Small children should be kept or carried by hand; similarly, teachers and group counselors ensure that the group members they accompany do not touch the exhibited objects.



## **Brederode Castle**

### Article 3.3

Visitors are forbidden, among other things, to visit Brederode Castle:

1. to offer goods for sale to third parties of any kind or to be provided free of charge;
2. intentionally and prolongedly obstructing the road or obstructing the view of exhibited objects for a long time;
3. to hinder other visitors, including but not limited to this, by the use of mobile phones or other sources of noise.
4. (domestic) animals, unless they are a leashed dog;
5. smoking, other than at the appropriate smoking table in the Tea Garden;
6. consume food and consumption without consultation;
7. without permission to picnic on site;  
H. in the opinion of the staff to bring dangerous objects or substances;
8. objects and exhibition material such as display cases, lighting, bulkheads and the like, unless this is explicitly and explicitly permitted.

### Article 3.4

In special cases where the general safety of persons or the collection reasonably requires this, the manager of Brederode Castle may require access to the (hand) baggage carried by the visitor.

### Article 3.5

Unlike with the prior permission of the manager, the visitor is forbidden to do photo shoots, video, drone and film reports. This includes making wedding reports and family photos for a special occasion. For appointments about this, please contact the manager.

Furthermore, unlike with the prior written consent of the manager, it is prohibited to disclose or multiply such photographs, video and film recordings and reports, in any way and by any medium, and including electronic media.

## **Complaints and advertising**

### Article 4.1

Stichting Heerlijkheid Brederode will do everything possible to make the visit to Brederode Castle in accordance with the published offer; this includes the obligation to inform the public as well as possible about full, partial or early closure. In addition, the potential public is informed about nuisance maintenance work, renovations or the (re)provisioning of rooms. The visitor can never derive a right to compensation from this.



## **Brederode Castle**

### Article 4.2

Advertising is not possible in relation to the following, unavoidable complaints and circumstances, and therefore never lead to any obligation to compensate the Castle to the visitor:

1. complaints relating to the non-visibility of objects from the permanent collection of Brederode Castle;
2. complaints relating to the partially closed of the Castle;
3. complaints and circumstances relating to nuisance or inconvenience caused by other visitors;
4. complaints and circumstances relating to nuisance or inconvenience caused by maintenance work;
5. complaints and circumstances relating to nuisance or inconvenience caused by the failure to function properly on Brederode Castle.

### Article 4.3

Complaints about and requests for recovery concerning the agreement between Stichting Heerlijkheid Brederode and the visitor must reach Brederode Castle in writing within two weeks of the visit. Complaints and requests for advertising submitted after this period shall not be dealt with.

### Article 4.4

The manager of Brederode Castle investigates the complaint and responds in writing within 14 days of receipt. If the investigation is not yet completed, this will be communicated to the complainant, as well as the likely time at which it will be the case.

### Article 4.5

Visitors can submit complaints, advertisements and suggestions for improvement in writing by sending an email to [info@ruinevanbrederode.nl](mailto:info@ruinevanbrederode.nl) or by post to

Brederode Castle

Velserenderlaan 2

2082 LA Santpoort-Zuid, The Netherlands

Stating name, address, telephone and/or email address, description of the complaint and date when the situation occurred.

## **Liability of Brederode Castle**

### Article 5.1

For damages caused by quotations, notices or other forms of information provided to visitors, Stichting Heerlijkheid Brederode is never liable, unless such damage is the direct result of the intention or gross guilt of the employees of Brederode Castle.



## **Brederode Castle**

### Article 5.2

The visitor's stay at Brederode Castle is at his own expense and risk.

The Stichting Heerlijkheid Brederode is only liable for caus and/or consequential damage suffered by the visitor or to the visitor, which is the direct and exclusively due to intent or gross negligence of Stichting Heerlijkheid Brederode, on the understanding that only that damage is eligible for compensation, against which Stichting Heerlijkheid Brederode is insured, or should have been assured in fairness and fairness.

### Article 5.3

In no case is Stichting Heerlijkheid Brederode required to pay a higher amount of compensation than:

1. the entrance fee actually paid and travel expenses actually incurred or, if that is more;
2. the amount paid by the insurer of Stichting Heerlijkheid Brederode to the Stichting Heerlijkheid Brederode in the area of damages, or;
3. compensation obtained in the area of damages from another third party.

### Article 5.4

Parking in the adjacent car park is at the visitor's own risk.

### Article 5.5

Stichting Heerlijkheid Brederode is never liable for any (in)direct damage, arising as (in)direct consequence of any lack, any capacity or circumstance to, in or on any property of which Stichting Heerlijkheid Brederode is a tenant or otherwise available to Brederode Castle state, except if and to the extent that the damage is the direct result of the design or gross guilt of the Stichting Heerlijkheid Brederode and/or its employees.

### Article 5.6

If goods are received on Brederode Castle or if goods are deposited, stored and/or left by any other person in any way anywhere else unless the Stichting Heerlijkheid Brederode has intentionally caused damage, or the damage is the result of gross negligence of Stichting Heerlijkheid Brederode.

### Article 5.7

The total liability of Stichting Heerlijkheid Brederode due to attributable shortcomings in the fulfilment of the contract is limited to compensation for direct damages and will in no case exceed the compensation scheme described under 5.3.



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### Article 5.8

In the event of damage by death or bodily injury, the total liability of Stichting Heerlijkheid Brederode will in no case exceed the compensation scheme described under 5.3.

### Article 5.9

Liability of Stichting Heerlijkheid Brederode for indirect damages, including consequential damages, lost profits or wages, missed savings, etc., is excluded.

### Article 5.10

The maximum amounts referred to in Article 5.3 shall be waived if and to the extent that the damage is the result of intentional or gross negligence by Stichting Heerlijkheid Brederode, the managers or one of its (voluntary) employees.

## Force majeure

### Article 6.1

As force majeure for Stichting Heerlijkheid Brederode, which ensures that any resulting shortcoming Stichting Heerlijkheid Brederode cannot be attributed, any unforeseeable circumstance that makes the implementation of the agreement by Stichting Heerlijkheid Brederode difficult in such a way that, temporarily or permanently, the implementation of the agreement becomes impossible or difficult.

### Article 6.2

Such circumstances shall include circumstances in the case of persons and/or services and/or institutions used by Stichting Heerlijkheid Brederode in the performance of the *contract*, as well as anything which applies to those referred to as force majeure or suspensive or rescinding condition, as well as attributable shortcomings of the aforementioned.

## Items found

### Article 7.1

Objects found by the visitor on the grounds of Brederode Castle can be delivered at the ticket sale.

### Article 7.2

Brederode Castle will make every effort as possible to identify the owners of valuable objects. In addition, the found item is listed on the website [gevondenofverloren.nl](http://gevondenofverloren.nl). The lost items will be stored during the relevant season and will no longer be available.





## **Brederode Castle**

### Article 7.3

If the owner or rightholder of a found item reports, he has the choice to pick up the goods himself or to allow them to be sent on cash on delivery. In both cases, the owner or rightholder must legitimise himself properly.

### **Other conditions**

#### Article 8.1

The applicability of these Visit Conditions does not prejudice the possible applicability of other (contractual) terms and/or arrangements of the Stichting Heerlijkheid Brederode.

### **Applicable law**

#### Article 9.1

Dutch law applies to these visitation conditions and to the agreement between the visitor and the Stichting Heerlijkheid Brederode.

#### Article 9.2

All disputes arising from the agreement between the visitor and Stichting Heerlijkheid Brederode are only referred to the court which has jurisdiction in the municipality of Velsen.

d.d. 1 June 2020