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## General Terms and Conditions for Visitors

### 1. General Provisions: Definitions

1.1 The Mesdag Collection located at Laan van Meerdervoort 7F in The Hague and part of Stichting Van Gogh Museum, which in pursuance of its objective makes available the life and work of Vincent van Gogh and the work of his time to as many people as possible in order to enrich and inspire.

1.2 The Mesdag Collection Building: the areas open to the public in the The Mesdag Collection Building at Laan van Meerdervoort 7F, The Hague.

1.3 Visitor: anyone entering the The Mesdag Collection Building in order to visit an exhibition or to consult the library collection, or attend upon invitation a reception, convention, lecture or similar meeting at the The Mesdag Collection.

1.4 Entrance ticket: a ticket allowing the Visitor entrance to the exhibition spaces in the The Mesdag Collection during regular opening hours.

1.5 Admission ticket: an Entrance ticket (whether or not in combination with a discount card) or a similar pass (e.g. a written invitation, voucher, or annual subscription), permitting entrance to (further specified) spaces in the The Mesdag Collection Building.

1.6 Goods: all goods, including moneys, monetary instruments and negotiable instruments.

1.7 The Mesdag Collection Officials: all natural persons working in and around The Mesdag Collection Building or in commission of the The Mesdag Collection.

### 2. Applicability

2.1 These conditions apply to all visitors of the The Mesdag Collection Building as well as any natural person and/or legal person that is or has been employed or commissioned by the The Mesdag Collection in light of its objective.

2.2 These conditions also apply to any special activities that are outside regular opening hours and/or are focused on non-regular visitors, in the case of exclusive receptions.

2.3 Deviations from these conditions will only be valid with explicit and written consent.

### 3. Admission to The Mesdag Collection

3.1 A Visitor is allowed entrance to the The Mesdag Collection solely on display of a valid Admission ticket.

3.2 A Visitor will be denied (further) access to the The Mesdag Collection in case it is found that the Admission ticket has not been issued by the The Mesdag Collection or any of the agencies authorized by the The Mesdag Collection.

3.3 A Visitor will show Admission ticket to an Official upon first request. If a Visitor does not comply the The Mesdag Collection retains the right to refuse admittance to The Mesdag Collection.

3.4 There will be no refund in case of loss or theft of Admission ticket before entrance of The Mesdag Collection.

3.5 A pre-ordered Admission ticket will become invalid upon mere expiry of the time stated on the ticket.

3.6 An Entrance/Admission ticket cannot be exchanged or refunded.

3.7 The The Mesdag Collection retains the right to alter regular opening hours to allow for occasional drills with respect to emergency services (article 23, Dutch Occupational Health and Safety Act/Arbowet) or, in the event of actual calamity, to order complete or partial evacuation of The Mesdag Collection. Changes in the regular opening hours will not give a Visitor the right to a refund.

#### 4. Visit to the The Mesdag Collection Building

4.1 A Visit to the The Mesdag Collection Building will be at the Visitor's own expense and risk.

4.2 A Visitor will behave in concordance with safety guidelines, public order and further regulations concerning a visit to a museum. Furthermore, a Visitor is obliged to follow directions and instructions of The Mesdag Collection Officials, recognizable as such, immediately. If an Official considers the Visitor to behave in disagreement with said guidelines, regulations, directions and instructions, in any way the Visitor can be refused (further) access to the The Mesdag Collection without forfeit of the Museum's right to compensation for any damage.

4.3 It is not allowed to bring bags, backpacks, umbrellas, backpack-style baby carriers and baby carriages (with the exception of strollers) or carry other large objects into the The Mesdag Collection. Objects up to the size of a standard A4 briefcase that cannot be folded up are to be checked in with the cloakroom. The Mesdag Collection can refuse to store objects of a larger size. The Mesdag Collection will not accept responsibility any damage to or loss of goods checked in by a Visitor.

4.4 A Visitor will be held responsible for any damage caused by objects brought into the The Mesdag Collection Building by the Visitor in disagreement with provision 4.3.

4.5 The Mesdag Collection retains the right to refuse admission, temporarily or for good, to any Visitor who, during one or more previous visits to The Mesdag Collection Building or any other museum, damaged an object through negligence, gross negligence and/or intent, or if The Mesdag Collection has any other legitimate grounds for fearing the Visitor will cause damage. The Mesdag Collection can subject this Visitor to the measures specified in paragraph 6 of this section 4 during any of his visits. The decision to refuse admission will be announced to the Visitor immediately, if possible in writing.

4.6 In the event of calamity, e.g. the sudden disappearance of a work of art, a terrorist attack or any violence of a different order, The Mesdag Collection retains the right to close off exits and subsequently conduct Visitors out of the building one by one. A Visitor may in that case be requested to cooperate in an inspection of bags and the like by or on behalf of the staff of The Mesdag Collection. A Visitor may also be requested to grant permission for a body search. A Visitor who refuses cooperation during the inspection and/or body search will be requested to show identification before leaving The Mesdag Collection.

#### 5. Conduct

5.1 When in The Mesdag Collection Building a Visitor will:

- a. not offer goods of any kind to third parties for purchase or without charge;
- b. cause hindrance to any of the other visitors, including but not limited to, prolonged obstruction of the view to exhibited objects or causing noise (including the use of mobile phones and sound equipment);
- c. not bring animals or pets into the museum, except in spaces in which these animals are explicitly allowed or if it concerns Seeing Eye or guide dogs;
- d. not smoke;
- e. not consume any comestibles, except in the café/restaurant;
- f. not touch any objects, unless this is emphatically and explicitly allowed; parents or teachers/chaperones are to see to it strictly that the minors, individuals or groups they bring or are supervising do not touch any of the exhibited objects. Children under 12 years of age are only allowed to visit the museum under supervision;
- g. not make any photographs or record any video footage if this involves the use of lamps, flash equipment and/or tripod without prior written consent from The Mesdag Collection. For commercial use see 5.3;
- h. not draw or paint without prior written consent from The Mesdag Collection.

Concerning this matter, Visitors can contact the information desk in the Central Hallway.

5.2 Parents or teachers/chaperones are at all times responsible and answerable for the behaviour of the minors, individuals or groups they bring or are supervising.

5.3 Photographs and/or video footage made in The Mesdag Collection may not be used for commercial purposes except after explicit written consent from The Mesdag Collection, in which case the appropriate tariff will apply.

## 6. Restitution

6.1 The following circumstances will at no time oblige The Mesdag Collection to make restitution for paid expenses or recompense for any damages to the Visitor:

- a. Temporary unavailability of an item from the standard collection of The Mesdag Collection;
- b. Closure of parts of The Mesdag Collection Building, including but not limited to partial closure as a result of putting up or taking down an exhibition;
- c. Any nuisance or inconvenience caused by other Visitors, including but not limited to noise, inappropriate behaviour (including molest) or theft;
- d. Any damage caused by other Visitors;
- e. Any nuisance or inconvenience caused by maintenance work, including but not limited to, renovation or (re)decoration of exhibition rooms;
- f. Any nuisance or inconvenience caused by improper functioning of any facilities in The Mesdag Collection Building.

## 7. Liability

7.1 The Mesdag Collection will only be liable for any damage sustained by the Visitor, which is

a direct result of gross negligence or intent by The Mesdag Collection, limited to a. the maximum sum as paid out by The Mesdag Collection's insurer to The Mesdag Collection with regard to the individual claim, or

b. the maximum sum as paid out by a third party to The Mesdag Collection with regard to the damage with regard to the individual claim.

7.2 In the event of damage caused by death or physical injury the total liability of The Mesdag Collection will in no case amount to more than the reimbursement arrangement as specified in paragraph 1 of this section 7.

7.3 Liability of The Mesdag Collection concerning indirect damage, including consequential loss, loss of income/fee, missed savings etc. is excluded at all times.

## 8. Force Majeure

8.1 All foreseeable and unforeseeable circumstances that complicate the execution of the agreement by The Mesdag Collection to such extent that it becomes impossible or difficult, either temporarily or permanently, will be considered force majeure and as such will mean that The Mesdag Collection cannot be held accountable for any resulting shortcoming.

8.2 Such circumstances include circumstances regarding persons and/or services and/or organisations The Mesdag Collection wishes to employ when executing the visitor agreement as well as everything regarding the aforementioned that constitutes force majeure or resolute or suspensive condition as well as attributable shortcoming on the part of the aforementioned.

## 9. Lost Property

9.1 Lost property found by the Visitor in The Mesdag Collection Building should be handed in either with a The Mesdag Collection employee, or with the cloakroom or service desk in The Mesdag Collection.

9.2 The Mesdag Collection will take charge of lost property and, in case of valuable objects, transfer these to the Amsterdam police.

9.3 Should the apparent owner of a found object make him- or herself known, he or she will have the choice either to collect it or to have it sent using cash on delivery. In either case the owner will have to produce proper proof of identity. Should The Mesdag Collection have any doubts as to the status of the apparent owner, The Mesdag Collection is entitled to require proof of ownership.

## 10. Complaints

10.1 Should a Visitor wish to register a complaint he or she can fill out a form, which is available from the information desk in The Mesdag Collection Building, or send an e-mail to [info@demesdagcollectie.nl](mailto:info@demesdagcollectie.nl).

10.2 A Visitor's complaint will be investigated and a reply will follow within 30 days.

11. Other provisions and Applicable Law

11.1 The applicability of these General Terms and Conditions will not prejudice applicability of other contractual terms and conditions and/or arrangements applied by The Mesdag Collection.

11.2 These General Terms and Conditions for Visitors and the agreement between a Visitor and The Mesdag Collection are subject to Dutch law. Dispute as a result of the agreement between a Visitor and The Mesdag Collection will be brought before a competent court in The Hague.

The Mesdag Collection, governed by Stichting Van Gogh Museum (voorheen Rijksmuseum Vincent van Gogh/Rijksmuseum H.W. Mesdag),

Axel Rüger, Director

Adriaan Dönszelmann, Business Director