

General terms and conditions for visitors

October 2020

Guiding principles

The Van Gogh Museum is dedicated to offering as many individual visitors and (school) groups the opportunity to visit the museum. The Van Gogh Museum is focused on ensuring that a visit to the museum or to an exhibition organised by the museum and/or participation in a Van Gogh Museum activity or service is as enjoyable and safe as possible. The Van Gogh Museum is keen for every visitor to the museum to have a unique and inspirational experience. The museum therefore takes every reasonable step to minimise inconvenience and nuisance during the visit.

1. General provisions: Definitions

- 1.1. The Van Gogh Museum: the Van Gogh Museum Foundation, formerly Rijksmuseum Vincent van Gogh/Rijksmuseum H.W. Mesdag, domiciled at Museumplein 6 in Amsterdam, which pursuant to its objective, inspires a diverse audience with the life and work of Vincent van Gogh and his time.
- 1.2. The Van Gogh Museum: the areas open to the public in the Van Gogh Museum Building at Museumplein 6 in Amsterdam, including the Van Gogh Museum academic library and archives located at Gabriel Metsustraat 8 in Amsterdam.
- 1.3. Visitor: anyone entering the Van Gogh Museum Building to visit an exhibition or consult a library collection, or attending – upon invite – a reception, conference, lecture or similar event in the Van Gogh Museum Building.
- 1.4. Entrance Ticket: a ticket granting a Visitor access to (the galleries in) the Van Gogh Museum during regular opening hours.
- 1.5. Admission Pass: an Entrance Ticket (whether combined with a discount card or not) or a similar pass (such as a written invitation, voucher or annual pass) that grants access to (a) (further specified) area(s) in the Van Gogh Museum Building. An Admission Pass also refers to a digital Entrance Ticket (an Entrance Ticket either printed by the Visitor, or shown on a smartphone).
- 1.6. Goods: all goods, including monies, monetary instruments and negotiable instruments.
- 1.7. Van Gogh Museum Official: all natural persons working in and around the Van Gogh Museum Building by order of the Van Gogh Museum.
- 1.8. Search: the searching (by Van Gogh Museum Officials) of bags, (suit)cases, coats and other luggage or objects carried by Visitors.

2. Applicability

- 2.1. These terms and conditions apply to all Visitors to the Van Gogh Museum as well as to all natural persons and/or legal persons that are or have been employed by the Van Gogh Museum in the context of its objective.
- 2.2. These terms and conditions also apply to special activities that are organised outside of the regular opening hours and/or that are focused on non-regular Visitors, in the case of exclusive receptions.
- 2.3. Deviations from these conditions are only valid in the case of explicit and written agreement.

3. Admission to the Van Gogh Museum

- 3.1. Visitors are obliged to cooperate with a Search. Should a Visitor refuse to cooperate, admission to the Van Gogh Museum Building may be refused. In such cases, the Visitor is not entitled to a refund.

- 3.2. Visitors are only permitted to enter the Van Gogh Museum upon production of a valid Admission Pass.
- 3.3. Visitors are obliged to, upon request from a Van Gogh Museum Official, show the Admission Pass and voucher or other pass granting reduced price entrance. Should a Visitor not be able or willing to comply with such a request, admission to the Van Gogh Museum may be refused, and the Visitor is not entitled to a refund.
- 3.4. The Van Gogh Museum reserves the right to adjust prices.
- 3.5. Resale of Entrance Tickets is not permitted without prior permission from the Van Gogh Museum. Should an Admission Ticket prove not to be issued by the Van Gogh Museum or a reseller authorised by the Van Gogh Museum, the Visitor will be refused (further) access to the museum.
- 3.6. Visitors are not entitled to a refund in the case that an Admission Pass/Entrance Ticket is lost or stolen prior to their visit to the Van Gogh Museum.
- 3.7. The mere fact that the time and date stated on the Entrance Ticket has passed is sufficient to invalidate an Admission Pass purchased in advance.
- 3.8. Should a potential Visitor not use an Admission Pass purchased in advance, this is at the expense and risk of the Visitor. Issued Admission Passes cannot be exchanged. Under no circumstances can the entrance fee be refunded should a Visitor not (be in the position to) use an Entrance Ticket, irrespective of the reason.
- 3.9. Visitors may be refused admission to the Van Gogh Museum if they appear to be under the influence of alcohol, drugs or similar substances.
- 3.10. Travel agencies and tour operators are not permitted to make (group) bookings for Visitors. Group tickets purchased through such travel agencies or tour operators are accordingly not valid in the Van Gogh Museum.
- 3.11. The Van Gogh Museum reserves the right to adjust the regular opening hours to allow for occasional health and safety drills (Article 23 of the Dutch Occupational Health and Safety Act/Arbowet) or, in the event of an actual calamity and when deemed necessary, to order partial or complete evacuation of the Van Gogh Museum. Such an adjustment to the regular opening hours does not entitle a Visitor to a refund of the entrance fee, if paid.

4. Visit to the Van Gogh Museum Building

- 4.1. A visit to the Van Gogh Museum is at the expense and risk of the Visitor.
- 4.2. Children under the age of 12 are only permitted to visit the Van Gogh Museum when accompanied by an adult.
- 4.3. During their time in the Van Gogh Museum Building, Visitors shall respect the safety guidelines, public order and other applicable regulations associated with a museum visit. Visitors are also obliged to immediately comply with directions and instructions given by Van Gogh Museum Officials, recognisable as such. Should a Van Gogh Museum Official be of the opinion that a Visitor acts in any way that contravenes these guidelines, norms, directions and instructions, the Visitor can be refused (further) access to the Van Gogh Museum Building, without prejudice to the Van Gogh Museum's right to compensation for any damages.
- 4.4. (Suit)cases, rucksacks, bags and other objects larger than 50 x 45 x 25 cm are not permitted in the Van Gogh Museum.
- 4.5. Umbrellas, rucksacks, bags, backpack baby carriers, baby carriages (with the exception of buggies) and other large objects are not permitted in the museum galleries. Such objects should be left in the cloakroom.

- 4.6. The Van Gogh Museum accepts no responsibility for damage to or loss of goods left in the cloakroom by a Visitor.
- 4.7. Visitors are responsible for any damage they cause, also for any damage caused whilst participating in a workshop, guided tour or other activity organised by the Van Gogh Museum.
- 4.8. The Van Gogh Museum reserves the right to refuse access to the museum, temporarily or permanently, to any Visitor who, during one or more previous visits to the Van Gogh Museum and/or other museum, damaged an object through negligence, gross negligence and/or intent, or if there are legitimate grounds for fearing that a Visitor will cause damage. The Van Gogh Museum is in any case at liberty to subject such a Visitor to the measures stipulated in article 4 for all of their visits. A Visitor will be informed of a decision to refuse admission immediately, if possible in writing.
- 4.9. In the event of a calamity, e.g. the sudden disappearance of a work of art, a terrorist attack or violence of a different order, the Van Gogh Museum reserves the right to seal the exits and escort Visitors present in the museum out of the building one by one. Visitors may then be asked to cooperate with a Search conducted by or on behalf of Van Gogh Museum Officials. Visitors who refuse to cooperate with a Search shall be delivered into police custody.

5. Code of conduct

- 5.1. Visitors to the Van Gogh Museum shall:
 - a. not offer Goods of any kind to other visitors, for purchase or free of charge;
 - b. not hinder other Visitors, including but not limited to, prolonged obstruction of the view of the exhibited objects or causing noise nuisance (including the use of mobile telephones and other audio equipment);
 - c. not bring animals or pets with them into the museum, with the exception of explicitly designated areas or when guide dogs are concerned;
 - d. not smoke;
 - e. not consume any food or drink, with the exception of in the café/restaurant and at the hospitality areas in the Van Gogh Museum. Alternative rules may apply for events; any such rules will be announced by the Van Gogh Museum Officers;
 - f. not touch any of the exhibited objects, unless this is emphatically and explicitly permitted; parents or teachers/supervisors must remain strictly mindful that the minor(s), individual(s) or group(s) for whom they are responsible do not touch the exhibited objects.
 - g. not take photographs or record video footage involving the use of lighting, flash equipment and or stands/tripods (including selfie sticks) without prior written consent from the Van Gogh Museum. Photography is not permitted in the museum, except for in the designated areas. If permitted, photographs taken and video footage recorded may only be used for personal, non-commercial ends. For commercial use, see 5.3;
 - h. not draw or paint without prior written consent from the Van Gogh Museum. For more information in this regard, Visitors can enquire at the Information Desk in the Entrance Hall or the Rietveld Building.
- 5.2. Parents or teachers/supervisors are at all times responsible and answerable for the conduct of the minor(s), individual(s) or group(s) in their charge.
- 5.3. It is prohibited to use photographs taken and/or video footage recorded in the Van Gogh Museum for commercial ends unless explicit written consent is first sought from the Van Gogh Museum, in which case the appropriate rates will apply.

6. Refunds

- 6.1. The Van Gogh Museum is not obliged to refund the cost of an unused Entrance Ticket. Associated transaction fees and/or other expenses are also not eligible for refund.
- 6.2. The following circumstances will at no time oblige the Van Gogh Museum to make any form of recompense of paid monies or to offer any other form of damages to a Visitor:
 - a. items from the Van Gogh Museum permanent collection not being on display;
 - b. the partial closure of the Van Gogh Museum, including but not limited to partial closure relating to the assembly or deconstruction of exhibitions;
 - c. nuisance or inconvenience caused by other Visitors, including but not limited to noise nuisance, inappropriate behaviour (e.g. harassment) and theft;
 - d. damage caused by other Visitors;
 - e. nuisance or inconvenience caused by maintenance work, including but not limited to renovations or the (re)design of spaces or galleries;
 - f. nuisance or inconvenience resulting from the improper functioning of facilities in the Van Gogh Museum.

7. Liability

- 7.1 The Van Gogh Museum is solely liable for detriment suffered by a Visitor that is the direct result of gross negligence or intent on the part of the Van Gogh Museum. This liability is limited to:
 - a. the maximum sum awarded by the Van Gogh Museum's insurer to the Van Gogh Museum with regard to the detriment,
 - b. or the maximum sum awarded by a third party to the Van Gogh Museum with regard to the specific individual claim in question.
- 7.2 In the event of damages resulting from death or physical injury, the total liability of the Van Gogh Museum will in no case exceed the damages as outlined in paragraph 1 of this section.
- 7.3 Under no circumstances is the Van Gogh Museum liable for indirect damages, including consequential loss, lost profit and/or pay, lost savings, etc.

8. Force majeure

- 8.1. All foreseeable or unforeseeable circumstances that complicate the execution of the agreement by the Van Gogh Museum to such an extent that it becomes difficult or impossible for the Van Gogh Museum to do so, whether temporarily or permanently, will be considered force majeure and as such, will mean that the Van Gogh Museum cannot be held accountable for any resulting shortcomings.
- 8.2. Such circumstances include those regarding persons and/or services and/or organisations that the Van Gogh Museum wishes to employ when executing the visitor agreement, as well as everything that constitutes force majeure or a suspensory or resolute condition with regard to the aforementioned, as well as attributable shortcomings on the part of the aforementioned.

9. Lost property

- 9.1. Lost property found by Visitors in the Van Gogh Museum should either be given to a Van Gogh Museum Officer, or handed in to the cloakroom or an Information Desk in the Van Gogh Museum.

- 9.2. The Van Gogh Museum will take charge of lost property. Objects of value will be passed onto the police in Amsterdam.
- 9.3. Should the alleged owner of the lost property make themselves known, he or she has the option of collecting the item in person, or having it sent cash on delivery. In both cases, the owner will be required to produce valid proof of identification. Should the Van Gogh Museum have any doubts regarding the status of the alleged owner, the Van Gogh Museum reserves the right to request proof of ownership.
- 9.4. Lost property will be listed on the iLost website (<https://ilost.co/nl/org/van-gogh-museum>). Items including identity cards, driving licenses, other governmental documents and valuable jewellery will be passed onto the police. The Van Gogh Museum reserves the right to dispose of lost property that has not been collected after three months.

10. Complaints procedure

- 10.1. Visitors wishing to register a complaint should complete the relevant form, available from the Information Desks at the Van Gogh Museum, or send an email outlining their complaint to info@vangoghmuseum.nl.
- 10.2. The Visitor's complaint will be investigated, and a response will follow within 30 days.

11. Other provisions and applicable law

- 11.1. The applicability of these General terms and conditions for visitors in no way prejudices the potential applicability of other contractual terms and conditions and/or provisions enacted by the Van Gogh Museum.
- 11.2. Supplementary terms and conditions apply for the webstore and Museum Shops.
- 11.3. In addition to the General terms and conditions for visitors, the Terms and conditions for Friends apply for Vincent's Friends.
- 11.4. These General terms and conditions for visitors and the agreement between Visitors and the Van Gogh Museum are subject to Dutch law. Disputes between Visitors and the Van Gogh Museum resulting from this agreement will be brought before the competent court in Amsterdam.

Van Gogh Museum Foundation, Amsterdam
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