

General terms and conditions for visitors

November 2024

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.
- 1.2. The Mesdag Collection: the areas open to the public in The Mesdag Collection Building at Laan van Meerdervoort 7F, The Hague.
- 1.3. Visitor: anyone entering The Mesdag Collection to visit an exhibition, or attending – possibly by invitation invite – a reception, conference, lecture or similar event in The Mesdag Collection.
- 1.4. Entrance Ticket: a ticket granting a Visitor access to (the galleries in) The Mesdag Collection 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 Mesdag Collection. 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. The Mesdag Collection Official: all natural persons working in and The Mesdag Collection by order of The Mesdag Collection.
- 1.8. Search: the searching (by The Mesdag Collection 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 Mesdag Collection as well as to all natural persons and/or legal persons that are or have been employed by The Mesdag Collection 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 Mesdag Collection

- 3.1. Visitors are obliged to cooperate with a Search. Should a Visitor refuse to cooperate, admission to The Mesdag Collection may be refused. In such cases, the Visitor is not entitled to a refund.
- 3.2. Visitors are only permitted to enter The Mesdag Collection upon production of a valid Admission Pass.
- 3.3. Visitors are obliged to, upon request from a The Mesdag Collection 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 Mesdag Collection may be refused, and the Visitor is not entitled to a refund.
- 3.4. The Mesdag Collection reserves the right to adjust prices.
- 3.5. Resale of Entrance Tickets is not permitted without prior permission from The Mesdag Collection. Should an Admission Ticket prove not to be issued by The Mesdag Collection or a reseller authorised by The Mesdag Collection, 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 Mesdag Collection.
- 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. The entrance fee will not 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 Mesdag Collection 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, without consulting The Mesdag Collection.
- 3.11. The Mesdag Collection 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 Mesdag Collection. 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 Mesdag Collection

- 4.1. A visit to the buildings of The Mesdag Collection is at the expense and risk of the Visitor.
- 4.2. Children under the age of 12 are only permitted to The Mesdag Collection when accompanied by an adult.
- 4.3. During their time in The Mesdag Collection, 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 The Mesdag Collection Officials. Should a The Mesdag Collection 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 Mesdag Collection, without prejudice to The Mesdag Collection's right to compensation for any damages.
- 4.4. (Suit)cases, rucksacks, bags, travel luggage in any form, flowers/flower bulbs, skates/skateboards/inline skates, balloons, scooters, musical instruments, tools, lithium ion batteries, with a capacity greater than 100Wh and other objects larger than 45 x 25 x 25 cm are not permitted in The Mesdag Collection.
- 4.5. Taking umbrellas, (back)bags, child carriers on the back, strollers (with the exception of buggies), hiking/trekking sticks or walking sticks with a point and carrying other large objects into the museum rooms is not permitted. These must be placed in a locker or near the cloakroom. The Visitor must hand in objects up to the size of an A4 bag and that cannot be folded out at the cloakroom. The Mesdag Collection may refuse to store objects of a larger size).
- 4.6. The Mesdag Collection accepts no responsibility for damage to or loss of goods that have been given for safekeeping by the Visitor or have been stored in a locker.
- 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 Mesdag Collection.
- 4.8. The Mesdag Collection reserves the right to refuse access to the museum, temporarily or permanently, to any Visitor who, during one or more previous visits to The Mesdag Collection 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 Mesdag Collection 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 Mesdag Collection 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 The Mesdag Collection Officials. Visitors who refuse to cooperate with a Search shall be delivered into police custody.

5. Code of conduct

- 5.1. Visitors to The Mesdag Collection 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 guide dogs;
 - d. no smoking in the museum and within a radius of 50 meters around the museum;
 - e. not consume any food or drink (you bring yourself), with the exception of in the café/restaurant and at the hospitality areas in The Mesdag Collection. Alternative rules may apply for events; any such rules will be announced by The Mesdag Collection Officials;
 - 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 draw or paint without prior written consent from The Mesdag Collection. For more information in this regard, Visitors can enquire at the Desk Information in the Atrium.
- 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.

6. Photography and filming in the museum

- 6.1. Taking photographs in the museum is only allowed if:
 - a. no use is made of lamps, flash equipment and/or tripods (including selfie sticks);
 - b. the equipment used is of hand-held format;
 - c. other Visitors are not hindered;
 - d. the art is not endangered;
 - e. the privacy of other Visitors or The Mesdag Collection Officials is not infringed;
 - f. the photo recordings made are used exclusively for personal, non-commercial purposes, unless the situation is as described in Article 6.2.
- 6.2. Photographs taken in The Mesdag Collection may not be used for professional purposes other than with the explicit written permission of The Mesdag Collection, in which case the applicable rate list will be applied.
- 6.3. Filming in the museum is not allowed, with the exception of (professional) parties who have received express permission for this from The Mesdag Collection.

7. Refunds

- 7.1. The Mesdag Collection 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.
- 7.2. The following circumstances will at no time oblige The Mesdag Collection to make any form of recompense of paid monies or to offer any other form of damages to a Visitor:
 - a. items from The Mesdag Collection permanent collection not being on display;
 - b. the partial closure of The Mesdag Collection, 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 Mesdag Collection.

8. Liability

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

9. Force majeure

- 9.1. All foreseeable or unforeseeable circumstances that complicate the execution of the agreement by The Mesdag Collection to such an extent that it becomes difficult or impossible for The Mesdag Collection to do so, whether temporarily or permanently, will be considered force majeure and as such, will mean that The Mesdag Collection cannot be held accountable for any resulting shortcomings.
- 9.2. Such circumstances include those regarding persons and/or services and/or organisations that

The Mesdag Collection wishes to employ when executing the visitor agreement, as well as everything that constitutes force majeure or a suspensory or resolutive condition with regard to the aforementioned, as well as attributable shortcomings on the part of the aforementioned.

10. Lost property

- 10.1. Lost property found by Visitors in The Mesdag Collection should either be given to a The Mesdag Collection Officer, or handed in to the Desk Information in The Mesdag Collection.
- 10.2. The Mesdag Collection will take charge of lost property.
- 10.3. 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 Mesdag Collection have any doubts regarding the status of the alleged owner, The Mesdag Collection reserves the right to request proof of ownership.
- 10.4. The Mesdag Collection reserves the right to dispose of lost property that has not been collected after one month.

11. Complaints procedure

- 11.1. Visitors wishing to register a complaint should send an email outlining their complaint to info@demesdagcollectie.nl.
- 11.2. The Visitor's complaint will be investigated, and a response will follow within 30 working days.

12. Other provisions and applicable law

- 12.1. 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 Mesdag Collection.
- 12.2. In addition to the General terms and conditions for visitors, other (contractual) conditions may also apply to certain (groups of) visitors.
- 12.3. If government measures apply, additional conditions may apply to the museum visit. These additional conditions can be found on The Mesdag Collection website.
- 12.4. These General terms and conditions for visitors and the agreement between Visitors and The Mesdag Collection are subject to Dutch law. Disputes between Visitors and The Mesdag Collection resulting from this agreement will be brought before the competent court in The Hague.

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

Emilie Gordenker, General Director
Rob Groot, Managing Director