# Rules of the House and Visitor Terms & Conditions of Vincent Hall

## Introduction

Vincent Hall cares about its visitors and strives to guarantee their satisfaction. Within the limits of reasonableness, Vincent Hall will do everything possible to make the visit to the museum premises and the exhibitions and activities organised by Vincent Hall in accordance with the wishes of the visitor. Vincent Hall will make every effort to minimise any nuisance or inconvenience to the visitor, as well as to guarantee the visitor's safety as much as possible.

# General

These general Terms and Conditions shall apply to all agreements between visitors, either as a paying visitor or as a guest, to Vincent Hall. Stipulations deviating from these visitor terms and conditions are effective only if they have been expressly agreed in writing.

# 1. Definitions and general terms

#### Article 1.1

Visitor: anyone who enters the museum premises for the purpose of a museum visit or attends an activity organised by Vincent Hall for the general public during normal opening hours.

Consumer: anyone using the Vincent Hall website (<a href="www.vincenthall.nl">www.vincenthall.nl</a> and <a href="www.vincenthall.nl">www.vincenthall.nl</a> and other online applications, such as the online ticket shop.

Vincent Hall: the registered trade name of Van Gogh Exhibition B.V., the organisation that manages and operates the museum.

Museum premises: the following areas located in Vincent Hall, at Mauritskade 55A in Amsterdam, being exhibition halls, offices and outdoor spaces within the fenced area.

Museum staff: anyone representing the museum and who is identifiable as such, including, but not limited to, the museum hosts, as well as other officials who are authorised to act on behalf of Vincent Hall.

## Article 1.2

The applicability of these visitor terms and conditions will not prejudice applicability of other contractual terms and conditions and/or arrangements applied by Vincent Hall.

### Article 1.3

Special terms and conditions apply to some activities organised by Vincent Hall.

These general visitor Terms and Conditions are not applicable if special terms apply, unless stated otherwise.

### 2. Ticket sales

#### Article 2.1

All quotes, notifications or information otherwise provided by Vincent Hall in respect of ticket prices are published through its own channels. The prices listed here are subject to change. Vincent Hall cannot be held liable for (incorrect) publication of ticket prices by third parties.

#### Article 2.2

Tickets can be purchased via www.vincenthall.nl and www.frida.amsterdam.

### Article 2.3

The visitor must have a valid admission ticket in the museum premises. She/he/they is/are at all times obliged to show, upon request, the admission ticket and any voucher or pass that entitles them to a discount on the admission price to the museum hosts who are identifiable as such.

## Article 2.4

The potential visitor is not entitled to a refund of the admission price or any other compensation in the event of loss or theft of the admission ticket before entering the museum premises.

Failure to use a ticket purchased in advance is at the potential visitor's own risk and expense; which is also the case if the admission ticket is only valid for a specific time and/or date. Once purchased, an admission ticket cannot be exchanged. The ticket price will not be refunded either.

#### Article 2.5

A potential Visitor may be denied access to the museum premises if it turns out that the admission ticket, discount card or voucher has not been obtained via Vincent Hall's channels.

#### Article 2.6

Vincent Hall offers a visitor the possibility to change the date of her/his/their visit, in case the visitor had to leave the museum premises ahead of time due to exercises performed in the context of in-house emergency services (Article 23 of the Working Conditions Act), as well as in the event of an actual emergency resulting in a complete or partial evacuation of the museum premises. In case the visitor tests positive for Covid-19 and/or has cold-like symptoms or a fever, she/he/they does/do not have access to the museum premises and she/he/they will be allowed to change the date of their visit once.

## Article 2.7 Group bookings & school visits

Reservations can be made via email go@vincenhall.nl. A reservation needs to be made at least two (2) weeks before the date of the planned visit. The reservation will be confirmed upon receipt of a confirmation email from a Vincent Hall employee. An invoice will be sent under separate cover. Vincent Hall reserves the right to re-book your time slots for another party, if payment is not received by the deadline specified in the confirmation email.

The tickets are non-refundable. Vincent Hall also offers you the possibility to change your reservation without incurring any fees three (3) days prior to the visit. This includes a one-time change to group numbers (up to 10% of the initial booking) and/or dates. Changes and cancellations must be made in writing by emailing go@vincenthall.nl. A refund will be made as soon as possible (in any case within thirty (30) days).

Any changes or cancellation less than seven (7) days before the visit will not receive a refund on any monies paid. Please note that Vincent Hall may deviate from this condition in case of force majeure at Vincent Hall's sole reasonable discretion.

Vincent Hall may ask large groups be divided into smaller groups to optimalise the visitors' flow and museum experience.

All group bookings are subject to our visitor terms, except as amended by these group booking terms.

# 3. During the visit

# Article 3.1

During the visit to the museum premises, the visitor must behave in accordance with public order, public morality and rules of decency applicable to the nature of the event being visited. The visitor is also obliged to promptly follow any guidelines and instructions issued by museum staff who are identifiable as such. If, in the reasonable opinion of a duly authorised museum staff, who must be recognisable as such, the visitor acts in manner that is in any way in breach of these standards, guidelines or instructions, the visitor may be denied further access to the museum premises, without being entitled to a refund of the costs of the admission ticket or any other costs incurred. Vincent Hall has a strict no drugs policy and the use of drugs on the premises will count as a breach of our house rules.

## Article 3.2

Parents or supervisors of children are at all times responsible and accountable for the behaviour of the children accompanying them. Teachers and supervisors of groups are at all times responsible and accountable for the behaviour of group members supervised by them.

#### Article 3.3

At the museum premises visitors are prohibited from:

offering goods of any nature whatsoever for sale or free of charge to third parties;

posing a deliberate and prolonged obstruction to the movement of other visitors or to their view of the objects on display;

obstructing other visitors and/or employees of the Vincent Hall and/or third parties, including, but not limited to, by not keeping a sufficient distance from others, or by not observing other (hygiene and health) standards applicable to visits to the museum premises) or using mobile phones or other sources of noise nuisance;

bringing pets or other animals, unless they are guide dogs (e.g. for the blind) and are authorised to accompany a visitor with an identification pass;

smoking, other than in the designated areas indicated via pictograms or written signs;

bringing and consuming food & beverages;

carrying objects or substances that are deemed hazardous in the opinion of an official of the museum who is identifiable as such, including, but not limited to, walking sticks or umbrellas; these can be handed over at an unsupervised umbrella near the unguarded cloakroom area. Vincent Hall does not accept any liability for damage to or loss of goods left behind by visitors;

taking along large objects, such as suitcases or weekend bags. There is no storage or cloakroom for large(r) items. Vincent Hall does not accept any liability for damage to or loss of goods left behind by visitors; touching objects on display and exhibition material, unless expressly and explicitly permitted. Parents or guardians of children must strictly ensure that the children they have brought with them do not touch any objects on display. Small children should be held by the hand or moved by buggy. Similarly, teachers and supervisors of groups should ensure that the members of groups under their supervision do not touch the objects on display.

### Article 3.4

The museum premises is partially wheelchair-accessible. The ground floor (exhibition hall) is barrier-free, while the offices and lounge zone on the first floor are not equipped for wheelchair visitation. The toilets are not wheelchair-accessible. Vincent Hall does not accept any liability for damage to or loss or theft of goods left behind by visitors.

## Article 3.5

Visitors are allowed to make photos and videos for personal use only and without using lamps, flash equipment, tripods or professional cameras. Personal photographs and videos may not be published, sold or otherwise distributed for commercial purposes. It is the visitor's responsibility to ensure no copyright is infringed. Professional film or photography (for commercial, advertising, touristic, research, educational and artistic purposes) is only allowed with prior

written authorisation from Vincent Hall. Please submit a request to that effect to go@vincenthall.nl.

### Article 3.6

Small (hand)bags are allowed in the museum premises, provided these can be worn on the front. Museum staff determines at its sole discretion what qualifies as large or small. Vincent Hall does not accept any liability for damage to or loss or theft of goods left behind by visitors.

## Article 3.7

Museum staff may request a visitor permission for access to her/his/their (hand)luggage for security reasons.

# 4. Complaints

Should a visitor have a complaint, she/he/they can reach out to the museum hosts. The museum host will provide the visitor with an online complaints form. It is also possible to file a complaint by sending an email to go@vincenthall.nl. Complaints will be investigated and a reply will follow within 20 days.

# 5. Liability museum

#### Article 5.1

A visit to the museum premises will be at the visitor's own expense and risk.

#### Article 5.2

Vincent Hall shall be liable only for property damage and/or consequential damage suffered by visitors or injury inflicted on visitors as the direct and exclusive result of intentional acts or omissions, or of gross negligence on the part of the museum or museum staff, on the understanding that only damage for which the museum is insured or for which the museum should have been insured in accordance with the principles of reasonableness and fairness shall be eligible for compensation.

#### Article 5.3

If Vincent Hall accepts goods or if goods are deposited, stored and/or left behind by anyone in any way whatsoever without the museum stipulating any compensation, Vincent Hall shall never be liable for damage to or in connection with such goods in any way whatsoever, unless Vincent Hall has deliberately caused damage, or unless the damage is the result of gross negligence on the part of the museum.

#### Article 5.4

The total liability of Vincent Hall shall be limited to compensation for direct

damage and shall under no circumstances exceed the amount for which the museum is insured or for which the museum should have been insured in accordance with the principles of reasonableness and fairness.

#### **Article 5.5**

In the event of damage caused by death or physical injury the total liability of Vincent Hall will in no case exceed the amount for which the museum is insured or for which the museum should have been insured in accordance with the principles of reasonableness and fairness.

### Article 5.6

Liability of Vincent Hall concerning indirect damage, including consequential loss, loss of profit or salary, lost savings etcetera is excluded at all times. Vincent Hall does not assume any liability to pay damages for incidents caused by third parties, including but not limited to other visitors. The liability of Vincent Hall is also excluded for damage as a result of a visitor's own fault, such as failure to follow guidelines and/or instructions from museum hosts or other Vincent Hall officials.

### Article 5.7

Vincent Hall is not liable for damage caused by a shortcoming on its part that is the result of force majeure. Vincent Hall can in any case invoke force majeure in the presence of circumstances that make it so difficult, temporarily or permanently, to fulfil the agreement.

# 6. Liability visitors

## Article 6.1

Visitors of the museum premises are liable to Vincent Hall for all direct and indirect damage caused by them, whether or not as a result of non-compliance with these visitor terms and conditions and agree to indemnify Vincent Hall against claims from third parties in this respect.

## Article 6.2

Parents or supervisors of children are at all times responsible and liable for the behaviour of and damage caused by the minor children accompanying them. Teachers and supervisors of groups are, without prejudice to each person's individual responsibility and liability, jointly responsible and jointly liable for the behaviour of and damage caused by the group members supervised by them, without prejudice to the liability of these group members themselves. The aforementioned parents, supervisors, and teachers agree to indemnify Vincent Hall against any third-party claims in this respect.

#### Article 6.3

Organisations, companies and other institutions that organise or arrange for

meetings and/or parties in the museum premises are at all times responsible and liable for the behaviour of and damage caused by the guests invited by them, without prejudice to the individual responsibility and liability of the guests themselves. The aforementioned organisations, companies and other institutions agree to indemnify Vincent Hall against any third-party claims in this respect.

# 7. Privacy

## Article 7.1

Vincent Hall refers its visitors to <u>the privacy statement</u> that has been published on its website for information regarding the processing of personal data and for instance also the related rights of data subjects.

### Article 7.2

There is video surveillance in the museum premises. Video footage will be stored in line with applicable law and, if required, shared with the police.

## Article 7.3

Vincent Hall reserves the right to take photos and shoot video in the museum premises for publicity and marketing purposes. Visitors who object to appearing in such photos and video can inform Vincent Hall, and Vincent Hall will use its efforts to prevent publication of any photos and video featuring the visitor and, in the event of publication, to remove the footage or make the visitor no longer recognisable.

#### Article 7.4

Vincent doesn't use cookies.

## Article 7.5

Consumers can sign up to our online newsletter. Registration data for the newsletter are stored in a database that is used only by Vincent Hall and not disclosed to third parties, unless Vincent Hall is legally required to do so or to the extent that third parties process the information on Vincent Hall's behalf. Consumers can access, rectify or erase their personal data themselves through the newsletter. They can also do so by emailing a request to that effect to go@vincenthall.nl

#### Article 7.6

Consumers can purchase admission tickets on the tickets page on the website. The personal data needed for that are requested during the ordering process and stored in a database operated by our partner Global Partners. These personal data are only used by Vincent Hall to complete the purchase or conduct a customer satisfaction survey, statistical analysis & market research. The consumer has the right to access the personal data, have the personal data

rectified or have the personal data erased by submitting a request to that effect to <a href="mailto:go@vincenthall.nl">go@vincenthall.nl</a>.

#### Article 7.7

Sometimes Vincent Hall may ask for visitor's permission to share her/his/their details with others. For example, when attending a training course or workshop, Vincent Hall may ask if participants are happy for Vincent Hall to share their names with other participants.

# 8. Museum store/webshop & museum merchandise

### Article 8.1

Consumers can buy products in the museum shop and online in the web shop. The shown products are sold for the indicated prices including VAT, but exclude delivery costs (if applicable), unless stated otherwise. The consumer acknowledges that products and services may be purchased in connection with the Exhibition that are not provided by Vincent Hall or its contributing partners, but by other contractual partners as third parties. In such cases, the contract shall be concluded directly between the consumer and such third party and the rights and obligations arising from the legal relationship shall be directly applicable and binding on them. The Consumer expressly acknowledges that he may not assert any claim or demand against Vincent Hall in respect of such products and services or the legal relationship in connection therewith. In general, Vincent Hall declares that it does not assume any liability in relation to the products and services provided by its contracted partners. The services and products provided by the contracted partners may only be used by the consumer at his/her own risk. Furthermore, Vincent Hall shall not be liable for any damages caused or suffered in connection with the use of the services and products provided by them.

## Article 8.2

Items purchased at the museum store can be exchanged by returning the product to Vincent Hall in person with the receipt within 14 days. Returns are accepted only on account of production or sales faults. The consumer will then receive a non-faulty version of the same product. If the product is no longer available, the purchase price will be refunded. Products can also be returned by post at the consumer's expense.

#### Article 8.3

Payment in the webshop can be done in one of the ways indicated on the website and during the ordering process.

# Article 8.4

Vincent Hall is entitled to verify and/or refuse orders in advance, without incurring any liability towards the consumer including, for instance in case a

product is (temporarily) unavailable or Vincent Hall does not authorise the payment.

### **Article 8.5**

A purchase agreement is only concluded after the acceptance of the order by Vincent Hall. Vincent Hall will then confirm acceptance of the offer by email.

## Article 8.6

For all online orders there is a return option of 14 days after receipt of the order. To make use of the right to return, a consumer must contact Vincent Hall within 14 days, stating clearly and unambiguously that she/he/they will terminate the agreement on the basis of the right of withdrawal. This can be done by contacting Vincent Hall via the email: go@vincenthall.nl

#### Article 8.7

As soon as Vincent Hall has received the return shipment in good condition, the purchase amount owed and, if applicable, the standard shipping costs will be refunded within 14 days using the same payment method used by the consumer. If the consumer wants to keep certain items and only wishes to cancel a part of the order, the standard shipping costs will not be refunded (if applicable). The shipping costs for returns are not refunded.

# 9. Opening hours

## Article 9.1

Vincent Hall publishes its opening hours through its own channels, on the website, near the entrance to the museum and through direct communications. Vincent Hall reserves the right to change previously published opening hours which does not entitle visitors to a refund of the price paid for their admission ticket. Vincent Hall cannot be held responsible for (incorrect) publication of opening hours by third parties.

## Article 9.2

Part of the museum space may be closed to visitors on certain occasions. Such will not entitle visitors to a refund of the admission price. When a substantial part of the museum space is closed to visitors, there will be a notice on the website and by the entrance, and a reduced admission fee will apply or another kind of compensation will be offered.

# 10. Applicable law and competent court

## Article 10.1

Dutch law applies to these visitor terms & conditions and to the agreement between the visitor and Vincent Hall.

# Article 10.2

All disputes arising from the agreement between the visitor and Vincent Hall are submitted exclusively to the court that has jurisdiction in Amsterdam, the Netherlands.

These visitor terms & conditions have been established by Vincent Hall on 24 March 2025. These terms & conditions can be found on the website of Vincent Hall, <a href="https://www.vincenthall.nl">www.vincenthall.nl</a> and <a href="https://wwww.vincenthall.nl">www.wincenthall.nl</a> and <a href="https://wwwwwwwwwwwww