

General Terms and Conditions for visitors Kröller-Müller Museum

1. General

Article 1.1

These General Terms and Conditions (hereinafter: Terms and Conditions) apply to all Visitors to the Museum.

Article 1.2

Deviations from these Terms and Conditions are valid only if they have been expressly agreed in writing.

2. Definitions

In these Terms and Conditions, the following definitions shall apply:

2.1 Kröller-Müller Museum

the Kröller-Müller Museum Foundation, which, pursuant to its objective, presents art objects to an (inter)national audience.

2.2 Museum

the areas open to the public in and around the buildings of the Kröller-Müller Museum, including, but not limited to, the sculpture garden.

2.3 Visitor

any person who, with or without a valid Admission Ticket, enters the Museum, either for an ordinary visit and for participation in an activity within and outside regular opening hours. Visitors also include all natural persons who enter the Museum for the purpose of business and/or corporate activities.

2.4 Admission Ticket

an entrance ticket, purchased online or in the Museum, with or without a discount card, or similar document (such as a written invitation, voucher, Museum Card or annual pass), which grants the Visitor access to the (specified) (exhibition) space(s) in the Museum.

2.5 Goods

all goods, including monies, monetary instruments and negotiable instruments.

3. Admission

Article 3.1

Visitors are entitled to enter the Museum's exhibition areas and sculpture garden only upon presentation of a valid Admission Ticket.

Article 3.2

A pre-purchased Admission Ticket allowing entry to the Museum on a specified date and time is valid only on the date and/or time stated on the Admission Ticket. Once obtained, an Admission Ticket cannot be exchanged and/or refunded.

Article 3.3

The Museum reserves the right to change the opening hours in the interim. If the opening hours are changed, this will be communicated via www.krollermuller.nl.

Article 3.4

The Kröller-Müller Museum is entitled to adjust the regular opening hours for occasional drills in the context of the in-house emergency response (Article 23 of the Working Conditions Act) or, in the event of an emergency, to a full or partial evacuation of the Museum deemed necessary by the Kröller-Müller Museum.

Article 3.5

At the Museum, there is access control of the Visitors and their baggage. In this context, a Visitor may be requested to cooperate with a search of coats, bags, etc. by or on behalf of the Kröller-Müller Museum staff. A Visitor who refuses to cooperate with the search may be denied admission to the Museum and is not entitled to a refund of the Admission Ticket.

Article 3.6

Bags of a size smaller than or equal to A3 may be taken into the Museum. Backpacks are allowed, provided they are carried on the stomach. All other items, including umbrellas, are not allowed. The Kröller-Müller Museum reserves the right to refuse to keep items in the cloakroom. All trolleys (prams, buggies and invalid carriages) may be subject to a search.

Article 3.7

The following items may not be taken into the Museum:

- a. Weapons listed in the Weapons and Ammunition Act (categories I to IV), including, but not limited to:
 - guns, firearms and ranged weapons: any object with which a projectile can be fired or injury or property damage can be inflicted, or which appears to be capable of being used for that purpose;
 - pointed and/or sharp weapons and sharp objects: objects with points or cutting edges capable of causing injury or damage to property;
 - blunt objects which could cause injury;
- b. explosive and inflammable liquids and substances;
- c. chemical and toxic substances.

Article 3.8

If the objects referred to in Article 3.7 are found during the access control, they will be confiscated by (employees of) the Kröller-Müller Museum. If a Visitor does not wish to surrender the confiscated goods, access to the Museum will be denied. In that case, the Visitor is not entitled to a refund of the Admission Ticket.

Article 3.9

Objects found during the access control that are prohibited by law will be handed over to the police. A Visitor who has these objects in his/her possession may be detained and handed over to the police.

Article 3.10

Assistive devices, including wheelchairs and walkers, are allowed in the Museum. The use of other aids and/or private means of transport, including but not limited to Segways,

skates, skateboards and scooters, is not allowed in the Museum, unless the Museum has granted permission to a Visitor.

Article 3.11

For security reasons, a Visitor must be identifiable. A Visitor whose face is not visible and who refuses to show his/her face during the access control may be denied entry to the Museum.

4. While at the Museum

Article 4.1

The Visitor stays in the Museum at his/her own expense and risk.

Article 4.2

During a visit to the Museum, the Visitor must behave in accordance with public order and public decency guidelines, and with the standards of decency applicable to the activity concerned. A Visitor is obliged to comply with these Terms and Conditions and with the directions and instructions given by employees of the Kröller-Müller Museum who are recognizable as such.

Article 4.3

If, in the opinion of a Kröller-Müller Museum employee, a Visitor acts in any way contrary to the provisions of these Terms and Conditions, the Kröller-Müller Museum is entitled to deny that Visitor further access to the Museum without the Kröller-Müller Museum being liable to compensate him/her for any damages and/or costs or to refund the Admission Ticket. If a Visitor repeatedly violates provisions in the Terms and Conditions or directions and instructions given by staff, the Kröller-Müller Museum may deny him/her admission to the Museum for a certain period of time. The decision to refuse entry will be communicated to a Visitor without delay, providing reasons, and if possible in writing.

Article 4.4

Children under the age of 12 may only visit the museum when accompanied by an adult.

Article 4.5

A Visitor is liable for any damage and/or harm that he/she causes to the Museum or to the collection present in the Museum.

Article 4.6

There is camera surveillance in the Museum. Camera images are stored in accordance with legal provisions (including from the General Data Protection Regulation) and are made available to the police if necessary. The privacy statement of the Kröller-Müller Museum applies accordingly. You can find the privacy statement at www.krollermuller.nl/en/privacy-and-cookie-policy.

Article 4.7

When a Visitor who, during one or more previous visits to the Museum or to other museums, has damaged an object through negligence, gross negligence and/or intent, or when the fear of damage by a Visitor is otherwise justified, the Kröller-Müller Museum is entitled to deny that visitor admission to the Museum for a certain period of time. The Kröller-Müller Museum can in any case subject that Visitor to the measures referred to in 3.5 on all his/her visits. The Visitor will be notified immediately of the decision to deny their admission, if possible in writing.

Article 4.8

In the event of an emergency, such as the sudden disappearance of an art object, a terrorist attack or violence of another kind, the Kröller-Müller Museum is entitled to close its doors and then escort the Visitors present out of the building one by one. Visitors may be requested to cooperate with a search of bags and other items by or on behalf of the Kröller-Müller Museum staff. A Visitor who refuses to cooperate with the search will be asked to produce proof of identity before leaving the Museum.

Article 4.9

The Kröller-Müller Museum regularly makes photographic and film reports at the Museum. This material may be used for publicity purposes on the website, in leaflets, etc. By entering the Museum, the Visitor agrees to the publication of this material. If a Visitor objects to the publication of visual material in which he/she is recognizable, this can be made known to the Kröller-Müller Museum. In that event, the Kröller-Müller Museum will make every effort to avoid publication of the material. The Kröller-Müller Museum's privacy statement applies accordingly.

5. House rules

Article 5.1

A Visitor at the Museum must:

- a. not touch any exhibited objects unless explicitly permitted by a text accompanying that object; Parents or teachers or supervisors must strictly ensure that exhibited objects are not touched by the minor(s), individuals or groups that they bring or accompany;
- b. not offer goods of any kind for sale to third parties, or provide them free of charge;
- c. not disturb other visitors, including, but not limited to, by obstructing their view of exhibited objects for an extended period of time or by causing noise pollution, for example by using the audio tour without earphones or talking on the telephone;
- d. not bring pets or other animals, except for assistance dogs accompanying a Visitor with an identification card;
- e. not smoke, including in the restaurants, on the terrace and in the sculpture garden. This restriction is in effect from the path leading to the museum and includes e-cigarettes;
- f. not eat or drink in the exhibition spaces;
- g. not make photographic, video and film recordings using lamps, flash equipment and/or tripods (including 'selfie sticks') without prior written permission from the management of the Kröller-Müller Museum.

Article 5.2

Parents, teachers and other supervisors are at all times responsible and liable for the behaviour of the minors, individuals or groups brought or accompanied by them.

Article 5.3

For guided tours, there is a maximum of 15 people per group. For primary and secondary school groups, at least one supervisor must be present per group of 15 pupils.

Article 5.4

Without prejudice to the provisions in 5.1 (g), photographs, video and/or film recordings made in the Museum may only be used for commercial and/or advertising purposes with the express written permission of Kröller-Müller Museum, in which case the applicable rates will be applied.

6. Reimbursement

Article 6.1

The Kröller-Müller Museum is not obliged to reimburse the costs of an unused Admission Ticket and/or exchange it for a new Admission Ticket.

Article 6.2

The following circumstances shall never lead to any obligation of the Kröller-Müller Museum to refund any monies paid, or to exchange the Admission Ticket and/or to other compensation of the Visitor:

- a. failure to display objects from the permanent collection of the Museum;
- b. the partial closure of the Museum, including, but not limited to, partial closure due to the installation or dismantling of exhibitions or events;
- c. an alteration of the regular opening hours in relation to drills in the context of the in-house emergency response or, in the event of an emergency, a full or partial evacuation of the Museum deemed necessary by the Kröller-Müller Museum;
- d. nuisance or inconvenience caused by other visitors, including, but not limited to, noise, inappropriate behaviour (including molestation), theft;
- e. damage caused by other visitors;
- f. nuisance or inconvenience caused by maintenance work, including, but not limited to, renovation, cleaning and/or (re)installation of rooms;
- g. nuisance or inconvenience caused by the improper functioning of facilities at the Museum;
- h. denial of access to the Museum by Kröller-Müller Museum staff;
- i. loss of the Admission Ticket;
- j. the late arrival of a Visitor when time slots are in operation.

7. Liability

Article 7.1

The Kröller-Müller Museum can never be held responsible for any indirect damage suffered by the Visitor, including consequential damage, loss of turnover and profit, loss of data and immaterial damage, related to or resulting from the Museum visit.

Article 7.2

In all cases, the liability of the Kröller-Müller Museum is limited to the amount that can be paid out by the Kröller-Müller Museum's legal liability insurer.

Article 7.3

The previous paragraphs in this section do not apply if and insofar as the relevant damage is caused by intent or wilful recklessness on the part of the Kröller-Müller Museum or its employees.

8. Force majeure

Article 8.1

In the event of force majeure, the Kröller-Müller Museum has the right to deny a Visitor access to the Museum, without the Kröller-Müller Museum being liable to pay any damages to the Visitor or to refund the Admission Ticket.

Article 8.2

Force majeure occurs when the Kröller-Müller Museum is temporarily or permanently prevented from fulfilling its obligations towards a Visitor and this is not due to any fault on the part of the Kröller-Müller Museum, nor at its risk. Force majeure shall in any case be deemed to exist if the impediment is the result of war, threat of war, civil war, terrorism, riots, molestation, strikes, sit-ins, government measures, pandemics and all other causes beyond the control and sphere of risk of the Kröller-Müller Museum.

9. Lost property

Article 9.1

Items found by Visitors in the Museum can be handed over either to a Kröller-Müller Museum staff member or to the cash desks or information desk of the Kröller-Müller Museum.

Article 9.2

The Kröller-Müller Museum will store found items for safekeeping and, in the case of valuable items, hand them over to the police in Ede. In case the alleged owner of a found item reports it, he/she has the choice of collecting it him/herself or having it sent to him/her cash on delivery. In both cases, the owner must be able to identify him/herself. If the Kröller-Müller Museum has doubts about the status of the alleged owner, it is entitled to demand proof of ownership.

Article 9.3

The Kröller-Müller Museum reserves the right to destroy found items that have not been collected after three months.

10. Complaints procedure

Article 10.1

In case of complaints, the Visitor can make these known by sending an email to info@krollermuller.nl.

11. Other conditions and applicable law

Article 11.1

The applicability of these Terms and Conditions does not affect the possible applicability of other contractual conditions and/or regulations of the Kröller-Müller Museum.

Article 11.2

These General Terms and Conditions for Visitors and the agreement between the Visitor and the Kröller-Müller Museum are subject to Dutch law.

Article 11.3

All disputes arising from the agreement between the Visitor and the Museum that the parties cannot resolve amicably shall be decided exclusively by the competent court in Arnhem.