

## Terms and Conditions for Visitors to Sound and Vision The Hague

The Terms and Conditions for Visitors (hereinafter referred to as: Visitor Conditions) contain the rules that apply to visits to Sound and Vision The Hague (BGDH) and the (online) purchase of admission tickets to BGDH. These rules are intended to create a safe and pleasant environment in the Museum, and to let all parties know where they stand.

BGDH has the right to amend the Visitor Conditions, which have been filed in the Commercial Register of the Dutch Chamber of Commerce under number 41150927. A free copy of these Visitor Conditions is available from BGDH.

We wish you an enjoyable and pleasant visit to BGDH!

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Managing Director of Sound and Vision The Hague



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## I. Definitions

In these Visitor Conditions, the following terms are understood to mean:

“BGDH” or “Museum”	:	Sound and Vision The Hague (Stichting Beeld en Geluid Den Haag), a foundation acting under the name “BGDH”, with its registered office at Zeestraat 82, 2518 AD in The Hague; a museum with corresponding sites and buildings;
“Visitor”	:	Any person who is present in the buildings and on the sites of BGDH;
“BGDH Admission ticket”	:	A valid admission ticket for a visit to the Exhibition purchased at BGDH's cash desk or online;
“Regular opening hours”	:	The opening hours which are stated on the BGDH website;
“Exhibition”	:	The basic collections, collections and/or temporary exhibitions exhibited by BGDH, or in co-operation with external partners.
“Lounge”	:	The catering facility located on the ground floor of BGDH.

## 2. Applicability

### 2.1

These Visitor Conditions apply to every Visitor and any person who has purchased an admission ticket at the cash desk or via its website.

### 2.2

Derogations from these Visitor Conditions are only valid if agreed in writing in advance.

### 2.3

BGDH reserves the right to unilaterally cancel visits at any time. The cancellation must be communicated as soon as possible, but may occur on the day itself if necessary.

### 2.4

BGDH follows the guidelines of the National Institute of Public Health (RIVM) with regard to visits to the Museum. We request that every Visitor follows the guidelines of the RIVM. If a visitor shows symptoms that could indicate the coronavirus, we urgently request them not to visit BGDH. BGDH shall not be liable for any costs, damage and/or loss to visitors who do not comply with the rules of the RIVM.

## 3. Ticket sales, offers and prices

### 3.1

Prices charged by BGDH, discounts and offers are the prices, discounts and offers that apply on the date of formation of the Agreement, unless agreed otherwise in writing between BGDH and the Visitor.

### 3.2

BGDH sells admission tickets at its cash desk. The admission tickets can also be purchased via the website prior to a visit to BGDH. The agreement between BGDH and the purchaser is effected at the moment when BGDH, or an appointed third party, sends the booking confirmation by email to the purchaser.

### 3.3

Museum tickets that are purchased online have to be scanned. This is possible via a printed ticket or a digital ticket via, for example, but not limited to a mobile phone.

### 3.4

BGDH has the right to limit the validity period of the admission ticket. BGDH will communicate this clearly prior to selling the ticket in question. This will also be state on the ticket itself.

#### **4. Refunding of admission tickets**

##### **4.1**

A (potential) Visitor is not entitled to receive a refund of the price they paid for an admission ticket to BGDH or any other compensation in the event of loss or theft of the ticket concerned. If a (potential) Visitor does not use the pre-purchased ticket, this will be at their own expense and risk. This also applies if the ticket is only valid at a specific time and/or for a timeslot on a specific date.

##### **4.2**

BGDH has the right to change the regular opening hours for the purpose of incidental company emergency response exercises as stated in Section 23 of the Working Conditions Act. This also applies in the event of an actual calamity, or a necessary full or partial evacuation of the building.

BGDH is also entitled to keep the building closed to the public in connection with internal and/or external events. Such a change to the regular opening hours does not entitle the Visitor to a refund of the paid admission price and/or issue of a new ticket.

#### **5. Access**

##### **5.1**

The Visitor is obliged to show the admission ticket and any other ticket or voucher that entitles them to a discount to/or free admission on demand. If requested, this must be shown in combination with valid identification papers to an employee of BGDH.

##### **5.2**

The Visitor must show their ticket every time they enter the BGDH building. The ticket only gives to access the Museum on one calendar day.

##### **5.3**

The Visitor can be denied access to the Museum if it appears that the ticket, discount ticket and/or voucher were not obtained from BGDH or other party authorised to issue tickets.

##### **5.4**

Children under the age of 16 years may only access the museum if accompanied by an adult.

##### **5.5**

Visitors may have to pass through an access control and undergo a baggage check upon entering the Museum and/or different at points in the building. In this case, the Visitor must lend their co-operation to a search of their bags and so forth by or on behalf of a BGDH employee. If a Visitor refuses to co-operate, BGDH may refuse them access to museum. This does not give the Visitor the right to receive a refund of the admission price and/or the ticket.

##### **5.6**

Carrying dangerous objects or materials into the Museum is not permitted. This includes but is not limited to - cleaning agents, walking sticks, umbrellas, bags and/or suitcases larger than 30x20 centimetres, at the sole discretion of employees of BGDH.

These dangerous objects or materials must be handed in at a designated place. Any objects, substances, beverages, etc. that are encountered at the access control point and are prohibited by law shall be handed over to the police. Any Visitor carrying the aforementioned items may be apprehended and handed over to the police. The Visitor will also be denied access to the museum.

## 6. House rules

### 6.1

It is prohibited for anyone in or in the vicinity of BGDH to:

- offer other Visitors or persons goods for sale and/or services of any nature whatsoever, or to supply them for commercial or promotional purposes, or to encourage Visitors to do so via advertisements;
- obstruct other Visitors intentionally and/or for a prolonged time, or obstruct other Visitors from accessing exhibited objects.
- hinder other Visitors by causing a noise nuisance, including but not limited to the use of mobile phones and mobile audio equipment, unless the use of sound-producing devices is explicitly permitted by BGDH in certain rooms and/or this concerns audiovisual equipment supplied by BGDH. Visitors are not permitted to run, scream, shout or smoke in the museum.

### 6.2

Visitors are not permitted to touch exhibited objects unless BGDH has explicitly indicated that this is permitted, and/or the exhibited object is meant to be touched. Furthermore, Visitors are not permitted to take photos with flash and/or to make video recordings using lights, unless BGDH has explicitly permitted them to do so. Visitors are not permitted to use selfie sticks, (mini) drones or camera stands, unless explicitly permitted by employees of BGDH.

### 6.3

Visitors are not permitted to bring pets or other animals to the Museum, unless BGDH explicitly permits this in advance in certain areas. Guide dogs are permitted, if the Visitor can show valid identification.

### 6.4

Visitors are not permitted to enter the museum with skateboards, rollerblades, (inline) skates, roller skates or other footwear with one or more wheels. (Electric) wheelchairs, walkers and other aids for disabled people are permitted.

### 6.5

Visitors are not permitted to bring their own food or beverages and/or to consume this in the museum, with the exception of the Lounge and the Club. This is without prejudice to drink beverages in the Lounge. Additionally, it is not permitted to take food and beverages from the Lounge and/or the Club to other areas in the museum.

### 6.6

Visitors are obliged to following the directions and instructions given by BGDH employees or on behalf of BGDH.

### 6.7

A Visitor may be refused access to the museum if they:

- display disruptive behaviour or intend to disrupt the peace;
- damage any objects in the building during one or more visits to the museum;
- act in any way that violates these Visitor Conditions.

### 6.8

BGDH has camera surveillance in an around its buildings and sites. BGDH will store the camera footage for a reasonable period in accordance with the Personal Data Protection Act. If and in as far as necessary, BGDH has the right to make the camera footage available to the police.

## **7. Liability**

### **7.1**

BGDH is not liable for any damage or loss to Visitors including, but not limited to consequential damage, lost profit or wages, lost savings, loss or damage, death, illness or physical injury pursuant or related to a visit to the Museum by the Visitor, excluding intentional acts or gross negligence by BGDH.

### **7.2**

Visitors are liable for any harm and/or damage that they cause to the museum and objects present in the museum.

### **7.3**

The total liability of BGDH is limited to a maximum of the amount that BGDH's liability insurance pays out in the case concerned.

### **7.4**

If BGDH is unable to meet its obligations to the Visitor due to a non-attributable breach, the performance of the obligation will be suspended for the duration of the force majeure.

### **7.5**

Force majeure is understood to mean any circumstance beyond the control of BGDH, as a result of which BGDH is unable to fulfil its obligations, or part of its obligations, to the Visitor, or it is hindered, delayed or are economically impossible to fulfil these obligations within reasonableness.

## **8. Group and school visits**

### **8.1**

Groups must purchase admission tickets online if they want to book a visit to BGDH. In these Visitor Conditions, a group is understood to mean a maximum of (30) Visitors who want to visit BGDH as part of a group.

### **8.2**

By registering as a group this does not guarantee there will be no waiting list at the cash desk or entrance to the museum.

### **8.3**

If a group books a tour to BGDH and wants a tour or an interactive tour, they will be accompanied by a guide from BGDH or a third party engaged by BGDH.

### **8.4**

Group guides will notify Visitors that are part of the group of the contents of the Visitor Conditions and are responsible for (the behaviour of) the group.

### **8.5**

If a group arrives at the Museum by motor coach, the motor coach shall park the vehicle in a parking place designated by BGDH.

### **8.6**

A school visit is considered a group visit to BGDH. In this case, the provisions under Articles 8.7 and 8.8 apply.

#### 8.7

If a school with pupils from elementary and special education visit the Museum, they must be accompanied by at least two (2) supervisors per fifteen (15) pupils. The supervisors must be at least 18 years of age.

If a school with pupils from secondary education visit the Museum, one (1) supervisor - who is at least 18 years of age - must accompany every thirty (30) pupils. BGDH reserves the right to change the minimum required number of supervisors per school visit.

#### 8.8

The minimum number of supervisors referred to in Article 8.7 will have free admission to BGDH.

### 9. Found objects

#### 9.1

If a Visitor finds an object in or around the building, they must hand it in at the desk at the entrance to the Museum.

#### 9.2

BGDH shall make every reasonable effort to trace the owner or person entitled to the found object.

Found objects that are not claimed by the owner or person entitled to the object within three (3) months after being taken into storage by BGDH, will be handed over to the Municipality of The Hague.

#### 9.3

If the owner or person entitled to the found objects comes forward, they can choose to collect the items themselves or have the found item sent to their address cash on delivery. In both cases, the owner or person entitled to the object must provide proof of identification.

### 10. Complaints

If a Visitor has a complaint, they can send it by email to [info.denhaag@beeldengeluid.nl](mailto:info.denhaag@beeldengeluid.nl). BGDH shall handle this complaint as soon as possible and contact the Visitor to try and solve it in the best possible way.

### 11. Final provisions

#### 11.1

The legal relationship between BGDH and the Visitor is exclusively governed by Dutch law.

#### 11.2

Any disputes between BGDH and the Visitor shall exclusively be settled by the competent court in The Hague.