

General Terms and Conditions – Kunstmuseum Den Haag

1 – General terms and conditions – definitions

1.1

'The Kunstmuseum' means the Stichting Kunstmuseum Den Haag, a not-for-profit body based in The Hague, and the organisation it has established to manage and operate the museum complex, including, but not confined to, the directorate and museum employees authorised to act on behalf of that organisation.

1.2

'Client' means any natural or legal person who concludes, or wishes to conclude, an agreement with the Kunstmuseum concerning the organisation of an event.

1.3

The parties take 'agreement' to mean any agreement in which the client instructs the Kunstmuseum to organise an event on the basis of a quotation issued by the latter.

1.4

'Event' means any kind of social and/or business activity, any reception or any presentation of whatever kind that is to take place within the museum complex.

1.5

'The museum complex' means the entirety of the spaces (built and unbuilt) located at Stadhouderslaan 41/43 and Lange Voorhout 74 in the Hague and within the purview of the directorate of the Kunstmuseum, including, but not confined to, exhibition areas, event spaces, restaurants, terraces, gardens, courtyards and all other outdoor areas, storage spaces and auxiliary buildings.

1.6

The Kunstmuseum and the client are together termed 'the parties'.

1.7

The parties take 'quotation' to mean the written offer made by the Kunstmuseum in relation to the services that it is to provide, the tasks that it is to perform and/or the space(s) that it is to hire out, including a statement of the relevant charges, dates and other details and/or specific conditions.

1.8

'Charges' means all the sums that the Client owes or will owe to the Kunstmuseum under or by virtue of the agreement.

1.9

'Guest' means any visitor who enters the museum complex at the invitation of the client and/or the Kunstmuseum in order to attend an event being held there. The term 'visitor' includes any person working on behalf of or in collaboration with the client during the event, including the period of set-up, clean-up and take-down, and who is not employed or sub-contracted by the Kunstmuseum.

2 – Scope of application

2.1

These general terms and conditions apply to all quotations, offers and agreements to which the Kunstmuseum says that they apply, as well as to all quotations, offers and agreements consequent to them.

2.2

All stipulations appearing in the agreement or in these general terms and conditions shall prevail over any relevant general terms and conditions of the client.

2.3

No departure from or addition to these general terms and conditions shall be valid unless specifically agreed between the parties in writing.

3 – Quotations

3.1

All quotations issued by the Kunstmuseum are entirely provisional and free of engagement. Information supplied by the Kunstmuseum in or with such quotations is approximate. In the absence of any agreement as referred to in Clause 5, the Kunstmuseum shall be entitled to withdraw or modify its quotations without stating its reasons.

3.2

In issuing quotations, the Kunstmuseum is entitled to assume that the information supplied by the client and other parties is accurate.

3.3

Quotations can be accepted only in full and unconditionally. Partial acceptance is not permitted and will result in the cancellation of the quotation concerned.

4 – Options

4.1

Provisional reservations of a date or dates for a future event (options) will be respected only if they have been given or confirmed in writing by the Kunstmuseum.

4.2

Unless specifically agreed otherwise, options will remain in force for fourteen (14) days. Any option that is not taken up within this period will automatically expire at the end of it.

4.3

If, within an option period, the Kunstmuseum has the opportunity to conclude a definite agreement with a third party, it shall be entitled to demand that the client take up the option within twenty-four (24) hours. If the client fails to do so, the option will automatically expire and the Kunstmuseum will be free to conclude an agreement with a third party.

5 – Agreement

5.1

An agreement between the Kunstmuseum and the client is concluded when the Kunstmuseum receives an email from the client in which the client confirms the event between the Kunstmuseum and the client. Until receipt of the email from the client confirming the agreement between the Kunstmuseum and the client, the Kunstmuseum has the right to decline any assignment without stating a reason.

5.2

The person who concludes the agreement for or on behalf of the client shall be severally liable for all obligations resulting from that agreement. If the Kunstmuseum concludes a single agreement with multiple clients, each of those clients will bear several and complete liability for the total fulfilment of all obligations resulting from that agreement.

5.3

If the Kunstmuseum concludes an agreement with an intermediary, that intermediary will bear complete liability for the total fulfilment of all obligations resulting from that agreement, or will share such liability with any other clients. Complete or partial payment of the total amount owed by the client will free the intermediary of this liability to an equal degree.

5.4

If the Kunstmuseum concludes an agreement with an intermediary, it will never under any circumstances owe that intermediary any commission or fee unless this has been specifically agreed in writing.

5.5

The rights of the client under an agreement shall not be transferable to any third party without the written consent of the Kunstmuseum.

5.6

Changes to an agreement shall be valid only if agreed in writing.

6 – More or less work

6.1

'More work' means services supplied to the client by or by order of the Kunstmuseum in excess of those specified in the agreement between the parties.

6.2

If the duration of an event is longer than that agreed between the parties, this shall be taken as entailing more work, unless the additional duration was caused by deliberate action or gross negligence on the part of the Kunstmuseum.

6.3

'Less work' means services specified in the agreement between parties but not taken up by the client.

6.4

The costs of more work must invariably be met by the client. If no agreement has been made concerning the level of these costs, the Kunstmuseum shall be entitled to impose charges at the going market rate.

6.5

If less work is required, the Kunstmuseum will not reduce the sum owed unless there is a specific written agreement to the contrary or unless the client takes advantage of the cancellation provisions stated in Clause 7.

6.6

The client must notify the Kunstmuseum immediately if take-up of services is likely to result in more work.

7 – Cancellation provisions

7.1

The client has the right to cancel, in whole or in part, an agreement concluded with the Kunstmuseum. If an agreement is cancelled, in whole or in part, the following amounts will be charged:

- a. For a cancellation made within fourteen (14) calendar days before to the start date of the event because the event cannot take place, only the costs already incurred will be charged.
- b. For a cancellation made up to eight (8) and fourteen (14) days before the starting date of the event, fifty per cent (50 %) of the total sum owed.
- c. For a cancellation made later than seven (7) days before the date of the event, one hundred per cent (100 %) of the total sum owed. Without prejudice to these provisions, and for the avoidance of misunderstanding, it should be noted that, with regard to the non-cancelled part of the event, the entire sum owed for the whole event will be charged.

- d. Rescheduling the event can be done free of charge within a predefined time period and with signature. Should it still not take place, then we will apply the cancellation conditions as in point a, b and c.
- e. If the event involves suppliers, the general terms and conditions for the relevant supplier will apply to the services of those suppliers. These general terms and conditions are enclosed with the Kunstmuseum's proposal.
- f. For a cancellation made within fourteen (14) calendar days before the start date of the event because the event cannot take place due to new measures announced by the government or already implemented in the context of the fight against the coronavirus, only the costs already incurred will be charged.

7.2

Cancellations must be made in writing (by post or e-mail) and must be dated.

8 – Charges and payment

8.1

The client must pay the charges as agreed. The Kunstmuseum will send the agreement to the client accompanied by invoices. The Kunstmuseum uses the following payment schedule, unless otherwise agreed upon in the offer, on the basis of the percentages of the price mentioned in the offer:

- 50% at the latest within fourteen (14) days prior to the date of the event;
- 50% at the latest within fourteen (14) days after the date of the event.

If the event is to take place within one month, the sum should be paid immediately.

8.2

Unless otherwise specified in the quotation, all sums will be stated in Euros, exclusive of VAT.

8.3

The Kunstmuseum may at any time demand that the client pay a security deposit. The deposit will be properly administered and will serve exclusively to safeguard the financial interests of the Kunstmuseum.

8.4

If the client fails to make any payment on the due date, the Kunstmuseum shall be entitled to charge the client the costs of recovering the debt plus interest at a monthly rate of 1% on the total sum owed, with each part-month being rounded up to a full month.

8.5

A client must not postpone payment and/or offset payment against any financial claim on the Kunstmuseum, unless the Kunstmuseum has acknowledged the reason for that postponement or recognized that financial claim in writing.

9 – Liability of the Kunstmuseum

9.1

The client and guests of the client visit the museum complex entirely at their own risk. The Kunstmuseum shall not be liable for damage, however caused.

9.2

The Kunstmuseum shall not be liable for damage caused by the actions of third parties or their staff or suppliers.

9.3

The exclusion of liability established in the previous two subclauses is subject to exceptions in the case of deliberate action or gross negligence on the part of the Kunstmuseum and/or of any third party or parties requested by the Kunstmuseum to assist with the event.

9.4

The Kunstmuseum excludes all liability for all forms of indirect, commercial and/or consequential loss.

9.5

The client and guests of the client are personally responsible for any belongings they bring to the Kunstmuseum. The Kunstmuseum will not accept liability for damage to or loss of such property.

9.6

Should the Kunstmuseum be liable for any losses suffered by the client and/or third parties due to any imputable failure in its performance of the agreement, its liability shall be limited to the sum of the agreed charges for the event.

9.7

Should the Kunstmuseum be prevented from the performance of all or part of the agreement by circumstances beyond its control, the Kunstmuseum shall be entitled to rescind the agreement or to cancel or postpone its performance without incurring any damage liability whatsoever. In such a case, the client shall pay the Kunstmuseum at any rate for the part of the agreement already performed.

9.8

Where the part of the agreement postponed is performed at a later date, the client shall pay the Kunstmuseum the entire sum owed without any deduction. Should the non-imputable failure prove to be permanent, the Kunstmuseum shall be entitled to rescind the agreement without incurring any damage liability whatsoever.

9.9

A non-imputable failure by the Kunstmuseum means: a failure due to any circumstance that the Kunstmuseum could not reasonably have foreseen, as a result of which the event, or part of it, cannot take place or cannot do so at the agreed time or in the agreed manner.

9.10

Non-imputable shortcomings are understood to include: war, threat of war, terrorist action, civil disturbance, restrictive measures imposed by central or local government authorities in the Netherlands or elsewhere, fire, industrial action, damage and/or disruptions to computer hardware and/or computer operating systems, epidemics, death of one or more members of the Dutch Royal House, disruption to transport, floods, lock-outs, sabotage and any other unforeseen circumstance whatsoever, whether in the Netherlands or elsewhere, as a result of which the Kunstmuseum cannot reasonably be expected to fulfil the agreement.

9.11

If an event cannot take place, the Kunstmuseum will accept no liability for costs already incurred by the client, including but not confined to insurance premiums.

9.12

Kunstmuseum Den Haag follows the guidelines of the RIVM with regard to small business meetings. We also ask you to follow the guidelines of the RIVM during our meetings. If you have complaints that are related to the coronavirus, we ask you not to participate in this meeting. Participation in this meeting is on your own responsibility. Kunstmuseum Den Haag is not liable for costs or damage because participants do not follow the guidelines of the RIVM.

10 – Liability of the client

10.1

During the event (including the period of set-up, clean-up and take-down), the client must take responsibility, and will be liable, for all actions of his guests both within the museum complex and in its immediate vicinity.

10.2

The client accepts full liability for any loss or damage caused to the Kunstmuseum by any action or omission by the client, his employees or subordinates. In addition, the client shall bear full responsibility and be severally liable for any loss or damage suffered by the Kunstmuseum as a result of any action by guests of the client, without prejudice to the right of the Kunstmuseum also to hold the guests concerned directly liable for such loss or damage. The client shall pay compensation to the Kunstmuseum within thirty (30) days of receiving a request to that effect. Compensation will cover at least the estimated value of the goods or the cost of repairing them, the cost of medical care, lost income and damages.

10.3

The client indemnifies the Kunstmuseum against any third party claim that may arise as a result of the performance of the agreement, unless such loss or damage is the result of deliberate action or gross negligence on the part of the Kunstmuseum and/or third parties requested by the Kunstmuseum to assist with the event.

10.4

The client must arrange adequate liability insurance. The Kunstmuseum shall be entitled to demand the production of documentary proof of such insurance.

10.5

If the client fails to fulfil his obligations towards the Kunstmuseum in any way, he shall be held to be in default irrespective of whether a notice of default has been served. If the client is in default, he must compensate the Kunstmuseum for all costs incurred, whether or not relating to action in the courts.

11 – Intellectual property

11.1

The Kunstmuseum is and will remain the holder of all intellectual property rights relating to the museum complex and its contents.

11.2

Any intellectual property rights arising from or relating to the event shall accrue to the Kunstmuseum.

11.3

The client may not infringe the intellectual property rights of the Kunstmuseum in any way whatsoever.

11.4

The client may not use or publish the name, logo and/or any other communication of the Kunstmuseum in its publicity without first obtaining the written consent of the latter.

12 – Code of conduct

12.1

No sound, video or film recording may be made within the museum complex and photography is not permitted there.

12.2

In the case of anti-social behaviour by employees, guests or subordinates of the client, including but not confined to alcohol abuse, use of drugs and excessive noise, the Kunstmuseum shall be entitled to have the persons concerned removed from the premises.

12.3

Smoking is prohibited in the museum complex.

12.4

The consumption of food and drink brought in by guests is not permitted in the museum complex.

13 – Rescission

13.1

Without prejudice to the remaining provisions of these general terms and conditions, the Kunstmuseum may rescind the agreement at any time if:

- the client fails to fulfil relevant obligations under or by virtue of the agreement;
- the client has supplied inaccurate information concerning the identity of the guests;
- the client has become bankrupt or has filed a petition for a moratorium on the payment of debts or for debt rescheduling;
- the client has gone out of business, liquidated the company or transferred it to a third party;
- there are sufficient indications that the event will be of a nature different from that agreed between the parties and the Kunstmuseum would not have concluded the agreement had it been aware of the true nature of the event.

13.2

In the case of force majeure (overmacht) as defined in Dutch law, each of the parties shall be entitled to rescind the agreement without owing any compensation whatever to the other party. In any such situation, the party concerned should immediately give oral notification to the other party or parties and immediately afterwards confirm that notification in writing.

14 – Applicable law and jurisdiction

14.1

All quotations and agreements shall be governed and construed in accordance with Dutch law. The parties shall submit to the jurisdiction of the Dutch courts.

14.2

Any dispute that arises between the parties as a result of or relating to any agreement concluded between the parties shall be heard exclusively by the courts in The Hague.

Your data and privacy

The Kunstmuseum regards your privacy as very important and will handle your data with care, protecting your rights and freedoms as much as possible. If you have provided us with data, we will process them in a manner compliant with the law when:

- processing is necessary for the execution of a contract (of sale, loan, gift, donation, participation in one of the museum's associations or clubs).;
- processing is necessary in order to fulfil our responsibility of offering art and culture to society, and of maintaining an archive of the museum and its collections;
- processing is necessary in order to represent the legitimate interest of the museum in acquiring knowledge of its visitors and corporate associates in order to provide them with targeted recommendations, or to issue invitations concerning new collections, events and activities;
- you have consented to the processing, or continued processing, of your data. You may withdraw your consent at any time;
- processing is necessary in order to comply with a statutory obligation (public order and law enforcement, archives legislation, tax laws, statutory retention period).

The data will not be kept for any longer than is required by law or is reasonable. We will take technical and organisational measures to ensure the safety of your data. You have the right to access your data,

or to have them amended or destroyed, provided this is not contrary to any statutory obligation or the general interests of archiving, or academic historical research. Your data will not be passed on to third parties unless this is necessary in the circumstances listed above. Your data will not in principle be removed from the European Area, unless necessary, in which case suitable guarantees offering the same level of protection as the GDPR will be stipulated.

'The collection and the temporary exhibitions and their décor are constantly under development. The museum offers access to the collection and exhibitions only as they exist at the current time. No rights may be derived from any previous arrangements and layouts.'

Initialed:

'An artwork, décor or announcement of an exhibition can be perceived as provocative or incompatible with your personal values. This might be the effect intended by the artist or the exhibition. Such presentations are made after careful consideration, and are protected under the right to freedom of expression.'

Initialed:

N.B. The original Dutch-language text of these Terms and Conditions is the authoritative version. Where the English-language text is open to a different interpretation, no additional rights may be derived from it.