VISITOR CONDITIONS OF THE CARNEGIE FOUNDATION PEACE PALACE

General Conditions

The Carnegie Foundation, having its registered office in The Hague, Carnegieplein 2, 2517 KJ, is registered in the Trade Register of the Chamber of Commerce for Haaglanden under number 41149745. The Peace Palace Visitors Centre, the Peace Palace webshop, and the Peace Palace Library form part of the Carnegie Foundation.

Section 1 (general section) applies to every visitor who visits the Peace Palace individually or as part of a group.
Section 2 (guided tour) applies specifically to every visitor participating in a guided tour.
Section 3 (event) applies specifically to every visitor attending an event.
Section 4 (library access) applies specifically to the regulation of access for visitors to the library.

Section 1 - General Section

Article 1. Definitions

1. **Visitor**: Any person who enters the Peace Palace, with or without a valid admission ticket, other than in the capacity of employee, intern, volunteer, or board member.
2. **Carnegie Foundation**: Owner of the Peace Palace.
3. **Participant**: A special visitor who participates in a guided tour or event.
4. **Service**: The opportunity, whether or not against payment, to attend an event.
5. **Admission Ticket**: A printed ticket or e-ticket issued by the Carnegie Foundation granting the Visitor access to a guided tour or, where applicable, an event.
6. **Event**: Meetings, performances, congresses, lectures, book launches, symposia, conferences, seminars, workshops, etc., in the broadest sense of the term.
7. **Guest**: A special Visitor who enters the Peace Palace grounds at the invitation of one of the institutions housed in the Peace Palace.
8. **Group**: A group of Visitors visiting the Peace Palace as a group (group visit).
9. **Organiser**: A company or institution organising an event at the Peace Palace with the permission of the Carnegie Foundation.
10. **Visitors Centre**: The Visitors Centre is the public and information centre of the Peace Palace where visitors can become acquainted with the history of the Peace Palace and the work of the international judicial institutions located there.
11. **Peace Palace**: The grounds including all buildings, among them the Visitors Centre with security lodge and the garden villa.

Article 2. Applicability

1. These conditions apply to all Visitors to the Peace Palace. In addition to these Visitor Conditions supplementary (house) rules apply to contractors and their employees, agents and subcontractors carrying out work or providing services on the Peace Palace grounds.
2. Visitors also include all natural persons engaged by the Carnegie Foundation in furtherance of its objectives, including where such persons are employed by a contractor or supplier providing services or goods at the Peace Palace, or by another legal entity. Such legal entity shall ensure compliance with these conditions by every employee or contractor engaged by it.
3. Deviations from these conditions shall only be valid if expressly agreed in writing.
4. The applicability of any purchasing conditions or other conditions of a counterparty is expressly rejected.

Article 3. Access

For library access, see Section 4.

1. Entry is not possible without a valid physical proof of identity (passport, identity card or driving licence) and, where applicable, an admission ticket for the guided tour or event. A digital copy or photograph on a telephone is not sufficient. If a Visitor cannot or does not wish to present a physical proof of identity, the Visitor unfortunately cannot be admitted (see paragraph 2 below). This requirement is imposed for security reasons.
2. If a Guest cannot provide a valid physical proof of identity, the receiving party must physically identify the Guest before the Guest may enter the grounds.
3. All Visitors are subject to inspection upon entry. The Visitor shall indicate the purpose of their visit to the Peace Palace. If a Visitor refuses to undergo an access check, access to the Peace Palace may be denied.
4. All items carried by Visitors must be screened using the X-ray scanner (with the exception of diplomatic goods).
5. Visitors will receive a (visitor) pass which must be worn visibly during the visit. Upon leaving the grounds, the Visitor must return the visitor pass to security.
6. Weapons, knives and other sharp and/or dangerous and/or explosive/flammable and/or chemical/toxic substances or objects are prohibited on the grounds, as are banners, cardboard/paper signs with text, flags or flagpoles, selfie sticks, professional cameras,

film, sound, GoPro devices and other image-recording equipment (mobile telephones excepted, except during guided tours). Compliance is monitored and violations may result in confiscation by security. If the Visitor does not wish to surrender objects liable to confiscation, he or she will be denied access to the Peace Palace and shall not, where applicable, be entitled to a refund of the Admission Ticket.

7. Objects discovered during an access check that are subject to a statutory prohibition will be handed over to the police. A Visitor carrying such objects may be detained and handed over to the police.

8. It is prohibited to wear face-covering clothing for security reasons. A Visitor whose face is not visible may be denied access to the premises. Management may make an exception in appropriate cases.

9. The Peace Palace has limited accessibility for prams, wheelchairs and walkers. Mobility scooters cannot be admitted.

Article 4. Stay at the Peace Palace

1. Entry to the Peace Palace (including the Visitors Centre), including attendance at an event and/or participation in a guided tour, is entirely at the Visitor's own risk.

2. During the Visitor's stay on the Peace Palace grounds, the Visitor shall behave in accordance with these Visitor Conditions of the Carnegie Foundation. The Visitor is obliged to comply with instructions and/or directions given by Carnegie Foundation staff, security personnel and, where applicable, emergency services such as the fire brigade and police.

3. The Visitor shall not:

a. enter or remain in any area where the Visitor is not permitted to be. This includes rooms, halls or spaces that do not form part of the purpose for which the Visitor is visiting the Peace Palace, or that are clearly inaccessible;

b. touch any (exhibited) objects without the permission of Carnegie Foundation staff or any other person directly or indirectly affiliated with the Carnegie Foundation. Parents, teachers and/or other supervisors shall strictly ensure that exhibited objects are not touched by the minors, individuals or Groups under their supervision;

c. advertise, offer goods or services of any nature to third parties for sale, or distribute them free of charge;

d. distribute leaflets/flyers on the Peace Palace grounds unless written permission has been granted by the Carnegie Foundation;

e. conduct themselves as a good guest, both in appearance and behaviour, including appropriate attire (neatly dressed, no bare feet, bare torso, shorts, or otherwise unsuitable clothing);

f. clearly disturb public order, intend to disturb public order, or hinder other Visitors/Guests/staff, including but not limited to misconduct such as aggression, threats, (sexual) harassment, discrimination, inappropriate behaviour, other transgressive conduct, persistent shouting and theft.

This also includes situations where the Visitor expresses themselves in a manner offensive to individuals or groups, contrary to generally accepted standards generally accepted standards of public conduct and safety or contrary to the interests, name, reputation or image of the institutions housed at the Peace Palace.

This means that expressions in the broadest sense of the term, including in any event political expressions whether or not displayed in clothing, are not permitted where they:

- are inconsistent with the image of the Peace Palace and its function as a court building;
- detract from the appearance of independence and impartiality or from the reputation of the Courts. This also includes expressions contrary to the principles of the United Nations, the Permanent Court of Arbitration or expressions that may compromise the appearance of neutrality, independence or impartiality of the institutions housed within the Peace Palace. Expressions relating to ongoing disputes or cases pending before one of the Courts are likewise excluded;
- may disrupt the work or security of the Courts at the Peace Palace or detract from the dignity of the Peace Palace;

g. bring (domestic) animals onto the premises, except for assistance dogs;

h. take photographs or smoke. Eating or drinking is likewise not permitted, except in the Refectorium or in the garden if permission to remain there has been granted by Carnegie Foundation staff;

i. bring or consume drugs on the premises, under penalty of confiscation and, in some cases, detention and reporting to the police;

j. clearly be under the influence of alcoholic beverages, narcotic substances or similar substances;

k. fail to exercise due care with the buildings, grounds, inventory, collections, facilities and other property located on the Peace Palace grounds, or engage in activities that could cause damage thereto;

l. notwithstanding Article 3 paragraph 1(f) (no photography), photographs, video recordings and/or film recordings made at the Peace Palace may only be used for commercial purposes with the express written permission of the Carnegie Foundation.

4. Parents/guardians, teachers and other supervisors are at all times responsible for, and accountable for, the behaviour of the minors, individuals or Groups under their supervision.
5. The Visitor may be denied (further) access to the Peace Palace if the Carnegie Foundation determines that the Visitor has failed to comply with these Visitor Conditions, house rules, or instructions/directions referred to in paragraph 2. The determination of whether a violation has occurred rests exclusively with the Carnegie Foundation.
6. If a Participant in a guided tour or (paid) event violates one or more provisions of these Visitor Conditions, the Participant shall immediately be considered in material breach and the Carnegie Foundation shall be entitled to terminate the agreement with immediate effect and without judicial intervention and/or to refuse the Participant further access to the event or guided tour and remove the Participant from the Peace Palace grounds if the Carnegie Foundation reasonably considers this necessary to maintain peace and order during the event or guided tour.
7. In the situations referred to in the previous paragraph, the Participant shall not be entitled to a refund of any amount paid to the Carnegie Foundation or the Organiser and/or any other compensation.
8. The Carnegie Foundation is entitled to deny access to the Peace Palace permanently or for a fixed period to any Visitor who has violated the Visitor Conditions during one or more previous visits to the Peace Palace, or where there is otherwise justified fear of damage being caused by the Visitor.

The Carnegie Foundation shall notify the Visitor of a decision denying access without delay, if possible in writing.

9. CCTV surveillance is in operation on the Peace Palace grounds. Camera images are retained for a period to be determined by the Carnegie Foundation and will be made available to the police where necessary.

10. In the event of emergencies, the Carnegie Foundation is entitled to close the doors and guide Visitors present outside. Visitors may then be requested to cooperate with directions/instructions as referred to in paragraph 2.

Article 5. Liability

Every Visitor entering the Peace Palace grounds shall be liable for all direct and indirect damage caused by him or her, whether or not resulting from non-compliance with these Visitor Conditions. The Carnegie Foundation shall be indemnified against any claims by third parties.

Article 6. Conditions for the Use of the Carnegie Foundation Cloakroom

The cloakroom in the Visitors Centre (for visits to the Visitors Centre and/or participation in a guided tour) and in the Academy Building is unattended. Lockers are available for use. The Carnegie Foundation shall not be liable for theft and/or loss of clothing or other personal belongings.

Article 7. Left and Found Property

1. Left and found property shall be taken into safekeeping by the Carnegie Foundation. If the alleged owner of a found item comes forward, he or she may either collect the item in person or have it sent by cash on delivery. In either case, the owner must be able to provide satisfactory proof of identity. If the Carnegie Foundation has doubts regarding the status of the alleged owner, it shall be entitled to require proof of ownership.
2. The Carnegie Foundation reserves the right to destroy found and abandoned property that has not been collected within three months.

Article 8. Privacy

1. The Carnegie Foundation respects your privacy and handles your personal data with due care in accordance with the General Data Protection Regulation (GDPR). If you would like to know more about how we process your personal data, please read our full Privacy Statement here.
2. Where applicable, by ticking the box stating "I would like to be kept informed of the activities of the Carnegie Foundation/Peace Palace", the website visitor agrees that the Carnegie Foundation/Peace Palace may, from time to time, inform the website visitor about its activities and the services or products it offers. In doing so, the website visitor will at all times be given the opportunity to indicate that he or she no longer wishes to receive such information.

Article 9. Liability of the Carnegie Foundation

1. Entry to the Peace Palace (including the Visitors Centre), including attendance at an Event or participation in a guided tour, is entirely at the Visitor's/Participant's own risk, in the sense that neither the Carnegie Foundation, nor its employees, tour guides, nor any other person directly or indirectly affiliated with the Carnegie Foundation shall be liable for any damage, unless such damage is the result of wilful misconduct or gross negligence on the part of the Carnegie Foundation. Any claim shall in any event be limited to the lower of the following two amounts:

a) The amount paid to the Carnegie Foundation by its insurer in respect of the individual incident giving rise to the damage; or

b) The compensation paid to the Carnegie Foundation by a third party in respect of that individual incident.

2. In the event of death or personal injury, the total liability of the Carnegie Foundation shall in no event exceed the compensation arrangement described in Article 9.1.

3. Liability of the Carnegie Foundation for indirect damage, including consequential loss, loss of profit or wages, and lost savings arising from such entry, attendance, or participation, is expressly excluded at all times.

4. The liability of the Carnegie Foundation shall in any event be excluded (and therefore no compensation shall be payable) in respect of:

a) Damage resulting from the acts of third parties, including tenants of (premises or parts of premises within) the location where the event takes place, persons engaged by such third parties, actions and/or influences of persons performing work, as well as other users of the Peace Palace;

b) Damage resulting from failure to follow instructions given by Carnegie Foundation staff or security personnel and from failure to comply with these Visitor Conditions.

5. The Carnegie Foundation shall not be liable for deviations from the timetable of an event or guided tour, nor for any damage that may arise therefrom for the Participant and/or third parties. Furthermore, the Carnegie Foundation shall not be liable for the content of, or the manner (quality) in which, the event programme is carried out. The Carnegie Foundation shall likewise not be liable for changes to an event programme.

6. The Carnegie Foundation shall not be liable for the loss or theft of personal belongings.

7. In all cases not provided for in these Conditions, the decision of the management of the Carnegie Foundation shall be binding.

Article 10. Complaints

1. Visitors may submit complaints and claims by sending an email to **visit@peacepalace.org**.

Complaints and requests for reimbursement concerning the agreement between the Carnegie Foundation and the Visitor must be received by the Carnegie Foundation in writing within six weeks after the visit has taken place. Complaints and claims submitted after this period shall not be considered. Personal data are processed in the handling of complaints and claims.

2. The Carnegie Foundation shall investigate the complaint and provide a written response within 30 days of receipt. If the investigation has not yet been completed within that period, the complainant shall be informed accordingly, together with an indication of when the investigation is expected to be completed.

Article 11. Force Majeure

1. Force majeure shall mean, in addition to what is understood by law and case law, all external causes, whether foreseen or unforeseen, over which the Carnegie Foundation has no control but which prevent the Carnegie Foundation from fulfilling its obligations. Force majeure includes, among other things, nuisance, inconvenience and/or unlawful acts caused by third parties, including other Visitors, maintenance work, or the malfunctioning of facilities. Errors made by third parties in announcements, communications and/or price quotations relating to an Event or guided tour shall also constitute force majeure. Illness of trainers or speakers (in the case of an Event) who cannot be replaced in time, epidemics, natural disasters, strikes affecting the Carnegie Foundation, and force majeure affecting third parties upon whom the Carnegie Foundation is dependent in any way, shall also be included. In the event of force majeure, there shall be no entitlement to a refund and/or compensation.

2. In the event of force majeure in the broadest sense of the term, including strikes, fire, severe weather and similar circumstances, the Carnegie Foundation shall be entitled to postpone the guided tour or event to a later date or to cancel the guided tour or event.

Article 12. Final Provisions

1. These Visitor Conditions and every agreement between the Visitor and the Carnegie Foundation shall be governed by Dutch law.

2. Any disputes arising in connection with these Visitor Conditions shall be submitted exclusively to the competent court in the Netherlands.
3. The information on the website is compiled with the utmost care. Amendments may be made on the basis of new information. However, no rights may be derived from any inadvertent error in a description or incorrect price indication.

Section 2. Specific Conditions for Guided Tours of the Peace Palace Grounds and Visits to the Visitors Centre

The guided tour takes place on the grounds of the Peace Palace and exclusively under the supervision of a guide.

Article 13. Guided Tours Regulations

1. It is not permitted to leave the group during, before or after the guided tour. It is also prohibited to enter halls or rooms that do not form part of the tour, or parts of halls or rooms that are clearly not accessible to Visitors. It is likewise not permitted to walk around in the garden without the permission of the Carnegie Foundation.
2. For guided tours, a maximum Group size may be determined for which a guide/tour leader must be present. For primary education groups, two supervisors must be present per Group of 15 pupils. For secondary education groups, a minimum of one and a maximum of two supervisors must be present per Group of 15 pupils. The Carnegie Foundation reserves the right to refuse access to Groups that do not comply with these requirements.
3. Participants may not bring bags, cameras, mobile telephones, smartwatches or other electronic devices during the guided tour, unless otherwise determined by the Carnegie Foundation. Medically necessary aids, including hearing aids, are exempt from this restriction. Participants in guided tours may store their belongings in the lockers at the Visitors Centre.
4. Participants must be present at least 15 minutes before the start of the guided tour in connection with the security screening. See Article 17(3) for the consequences.
5. Children under the age of 12 may participate in a guided tour only when accompanied by an adult (maximum two children per adult).

Article 14. Specific Conditions for Participants in a Guided Tour / Private Visit to the Visitors Centre

1. This visit takes place exclusively in the Visitors Centre. There is no access to the garden or to the buildings on the Peace Palace grounds.
2. The Group (Participants) must arrive on time. By way of derogation from Article 13(4), the following applies: should the Group arrive more than 15 minutes late, the Carnegie Foundation reserves the right to refuse the Group admission to the Visitors Centre. As

the Carnegie Foundation will have deployed staff for the visit, the applicable fee shall nevertheless remain payable. An invoice for this amount will be sent by e-mail.

3. Payment must be made on site, either in cash or by debit card.

4. Should no staff unexpectedly be available, the Carnegie Foundation shall be obliged to cancel the visit. If payment has already been made, Article 17(2) shall apply.

Article 15. Prices

The stated ticket prices are in euros and include VAT. Prices are subject to change and may be amended without prior notice.

Article 16. Purchase, Payment and Receipt of Tickets

1. Admission Tickets may be purchased through **www.peacepalace.org** (or **www.vredespaleis.nl**, if you wish to retain the original website reference). An offer by the purchaser shall be deemed to have been made once the purchaser has completed the form on the website and submitted it electronically to the Carnegie Foundation. The agreement is concluded at the moment a booking confirmation is sent to the purchaser by e-mail.

2. Payment for tickets is processed through iDEAL, Visa or Mastercard. The general terms and conditions of the relevant bank and/or payment provider shall apply to the payment transaction.

The purchaser shall receive a payment confirmation by e-mail. Following payment, the ticket will be sent to the same e-mail address for printing.

Article 17. Cancellation and Amendment of Admission Tickets

1. Once the agreement has been concluded as referred to in Article 16, cancellation of purchased tickets by the Participant and reimbursement of the purchase price shall no longer be possible, except in special cases to be assessed at the sole discretion of the Carnegie Foundation.

2. Up to 36 hours before the start of the guided tour, it is possible to amend the identity details shown on the Admission Ticket. Up to 15 days before the start of the guided tour, it is possible to change the date and time, subject to availability. Such amendments are free of charge.

3. A pre-purchased Admission Ticket becomes invalid solely by expiry of the time or time slot stated on the Admission Ticket. Failure by the Participant(s) (Group) to arrive, or to

arrive on time, on the agreed date and time of the guided tour, taking into account the requirement to be present 15 minutes earlier for the security screening (see Article 13(4)), may result in the visit to the Peace Palace being cancelled. In such event, no compensation shall be provided by way of refund or otherwise.

4. The Carnegie Foundation shall at all times have the right to cancel, amend or discontinue a guided tour. Where possible, Participants shall be informed in advance of an amendment or cancellation by e-mail. In the event of cancellation, the purchase price shall automatically be refunded to the Participants.

Article 18. No Refunds

1. The following circumstances shall never give rise to any obligation on the part of the Carnegie Foundation to refund monies paid or to pay compensation to the Participant:

a. Late arrival (see Article 17(3));

b. One or more rooms not being visible or accessible;

c. Partial closure of the main Peace Palace building;

d. Complete or partial evacuation of the Peace Palace or of the main Peace Palace building where deemed necessary by the Carnegie Foundation in the event of an emergency;

e. Nuisance or inconvenience caused by other Visitors, such as noise disturbance, inappropriate behaviour or theft;

f. Damage caused by other Visitors;

g. Nuisance or inconvenience caused by maintenance works, including but not limited to renovations or the (re)furnishing of rooms;

h. Nuisance or inconvenience caused by facilities at the Peace Palace not functioning properly;

i. Denial of access to the Peace Palace. Where deemed necessary by the Carnegie Foundation in the interests of maintaining peace and order, the Carnegie Foundation shall be entitled to refuse a Participant access to the guided tour if the Participant arrives after the tour has commenced, without any entitlement to a refund and/or compensation;

j. If the Participant violates one or more provisions of these Visitor Conditions, the Participant shall immediately be considered in material breach

and the Carnegie Foundation shall be entitled to terminate the agreement with immediate effect and without judicial intervention and/or deny the Participant further access to the guided tour and remove the Participant from the Peace Palace grounds where the Carnegie Foundation reasonably considers this necessary for maintaining peace and order during the guided tour;

k. Loss of the Admission Ticket.

2. The fee paid for a guided tour may only be refunded where the Carnegie Foundation cancels the guided tour for reasons outside the Participant's control and not falling within Article 18(1). This shall be determined at the sole discretion of the Carnegie Foundation.

Section 3. Specific Conditions for Events

Article 20. House Rules for Events

Participants are prohibited, among other things, from:

1. Bringing photographic equipment, film equipment or any other recording devices to the venue where the Event takes place, under penalty of confiscation for the duration of the Event, unless otherwise determined by the Carnegie Foundation.
2. Recording the Event in any form whatsoever, including photographing, filming and making any other sound and/or image recordings (including the use of a selfie stick), unless permission has been granted by the Event Organiser or by the Carnegie Foundation acting as organiser. Any such recordings shall be confiscated and destroyed without further notice.
3. Entering halls or rooms that do not form part of the Event being attended, or parts of halls or rooms that are clearly not accessible to Visitors. It is likewise not permitted to walk around in the garden without permission from Carnegie Foundation staff or security personnel.

Article 21. Rights of the Carnegie Foundation

1. Enforcement Measures

If a Participant violates one or more provisions of these Visitor Conditions, the Participant shall immediately be considered in material breach.

The Carnegie Foundation shall be entitled to terminate the agreement with immediate effect and without judicial intervention and/or deny the Participant further access to the Event and remove the Participant from the Peace Palace grounds if the Carnegie Foundation reasonably considers this necessary for maintaining peace and order during the Event.

In the situations referred to above, the Participant shall not be entitled to a refund of any amount paid to the Carnegie Foundation or the organiser, nor to any other compensation. Any damage caused by such misconduct may be recovered from the Participant concerned.

2. Image and/or Sound Recordings

a. The organiser and/or the Carnegie Foundation acting as organiser shall be entitled to make, or arrange the making of, (live) image and/or sound recordings of the Event and the location where

it takes place, including the audience, and to publish and reproduce such recordings, provided that no legitimate interests are unreasonably prejudiced. By attending the Event, attendees consent to being included in such recordings without entitlement to compensation.

b. If a photograph in which a Participant appears is used and the Participant objects to such use, this may be reported via **privacy@peacepalace.org**. The Carnegie Foundation will then balance its interest in publication (reporting and communication, which fall under freedom of expression) against the individual's interest (privacy request). If the request is well-founded, the image(s) will, where possible, be removed as soon as practicable.

Article 22. Copyright

1. All materials and graphic or other designs created by or on behalf of the Carnegie Foundation in connection with the Event shall remain the intellectual property of the Carnegie Foundation.
2. A Participant wishing to use such materials or designs may submit a written request to the Carnegie Foundation. The Carnegie Foundation may attach conditions to any permission granted.

Section 4. Library Access

Article 23. Access to the Library for New and Active Members

1. Library members holding a valid and active membership are entitled to access the Reading Room, subject to the generally applicable access procedure, without prejudice to paragraph 6.
2. Library members wishing to visit the Reading Room must reserve a time slot in advance through the Peace Palace Library website or through another reservation system designated by the library.
3. Library members are responsible for arriving on time both at the Peace Palace security entrance and at the Reading Room within their reserved time slot.
4. When visiting the library, a library member must bring:

a. a valid **physical** photographic identity document (passport, EU identity card, or EU driving licence); and

b. the library membership card.

5. Upon arrival at the security post, the library member must present their identity document and library membership card and inform security that they are visiting the Peace Palace Library.
6. First-time visitors who have not yet received their library membership card must, upon request, present proof of library membership or proof of payment. The library membership card will be issued in person at the library service desk during the first visit.