



## General Rental Terms and Conditions Carnegie Foundation

### Article 1 Definitions

Rental Space	The room or space specified in the rental agreement as the Rental Space.
Hirer	The party to the agreement with the Carnegie Foundation as described in the rental agreement.
Rent	Price of the Rental Space and the related services and supplies provided by the Carnegie Foundation, unless indicated otherwise.
Carnegie Foundation	The owner and administrator of the Peace Palace. Prior to the commencement of the rental period the contact person of the Carnegie Foundation shall be included in the rental agreement.

### Article 2 Application

1. These General Rental Terms and Conditions apply to all rental agreements, quotes and offers concerning the Rental Space and related services and supplies provided by the Carnegie Foundation. In the event that provisions of the rental agreement deviate from the General Rental Terms and Conditions the provisions of the rental agreement shall prevail.
2. An agreement should be seen as viable when the Carnegie Foundation has received a signed contract.
3. Changes and additions to the rental agreement or to the General Rental Terms and Conditions are only valid by **unanimous agreement** by the parties in **writing**.
4. If a part of the agreement or of these General Rental Terms and Conditions is void or voidable, this leaves the validity of the other articles unaffected. What applies in that case instead of the void or voidable part is that which is legally closest to what the parties would have agreed if they had been aware of the voidness or voidability.
5. Terms and conditions of the Hirer and possible third parties are excluded.

### Article 3 Availability of the Rental Space

1. With the exception of force majeure, including but not limited to the situations in article 6 of these General Rental Terms and Conditions, the Carnegie Foundation will make the Rental Space available on the date indicated in the rental agreement to the Hirer for the event to be organized by the Hirer.

### Article 4 Acceptance and changes

1. The Hirer declares to accept to rent the rental space specified in the rental agreement on the indicated date at the rental rate as stated in the rental agreement.
2. The rental term is in accordance with what has been agreed in the rental agreement. Exceeding the rental term is only possible with the permission of the Carnegie Foundation. The extra costs (staff costs and/or room rental and/or costs of supporting materials) as a result of exceeding the rental term, shall be charged on to the Hirer.



3. The Hirer shall inform the Carnegie Foundation in writing of any deviations from or changes to the contents of the event related to the agreements with the Carnegie Foundation. The Carnegie Foundation reserves the right to reject the changes or deviations. Changes are always confirmed in writing by the Carnegie Foundation.
4. Orders to organize meetings/events in the broadest sense of the word are, if the rent is partly based on the number of participants/visitors and this number was provisional when the order was given, only accepted on the condition that the correct number of participants/visitors is communicated by the Hirer to the Carnegie Foundation at the latest 5 working days before the event takes place. The Carnegie Foundation has the right to request this information in writing.

#### **Article 5            Obligations of the Hirer**

1. The Carnegie Foundation has at all times the right to monitor the programme and/or event/activity in the Rental Space in the sense that he has the right to prohibit activities or order their discontinuation, if they are punishable and/or in his opinion hurtful to persons or groups and/or do not comply with general standards of public order, morality, decency and safety, and/or are contrary to his interest, and/or name, reputation and image. In this case the Carnegie Foundation has to right to charge for the costs mentioned in article 6 (3).
2. The Hirer must fully and fairly represent the purpose for which the Rental Space is required. Without prior permission in writing from the Carnegie Foundation, the Hirer is not allowed to use the Rental Space and everything that forms part of it for any other purpose than for which it has been rented and of which purpose the Carnegie Foundation has been notified.
3. The Hirer is prohibited to make the Rental Space and everything that forms part of it either partly or entirely available to a third party without prior permission of the Carnegie Foundation, in any which way, whether or not for payment. In the event that the Carnegie Foundation gives the aforementioned permission in writing, the Hirer will ensure that between him and the third-party user the provisions of these Rental Terms and Conditions apply and shall be complied with. The Hirer remains fully liable to the Carnegie Foundation.
4. Permission given by the Carnegie Foundation is non-recurring and does not apply to other or subsequent cases.
5. Changes to the furnishings and fittings of the Rental Space are only allowed under the supervision and with the permission of the Carnegie Foundation. There will be no sticking, cutting, drilling or nailing in or on floors, walls, or ceilings. Decorations shall be fire-safe and are only allowed with the permission of the Carnegie Foundation.
6. The use of candlesticks and candles and/or (other) open fire is not allowed, unless with permission of the Carnegie Foundation.
7. The Hirer is not allowed to have in, on, at or in the vicinity of the Rental Space any environmentally hazardous substances, including malodorous, highly inflammable or explosive substances.
8. The Hirer is obligated to pay for all necessary cleaning activities before, during and after the event.
9. The Hirer is obligated to pay for security work before, during and after the event.
10. After use, but within the agreed rental period, the Hirer will surrender the Rental Space in as good a state and condition as it was at the commencement of the rental term.
11. The Hirer shall observe legal provisions and local regulations, as well as rental practices and government regulations. The Hirer shall also observe any oral and written instructions given by or on behalf of the Carnegie Foundation in the interest of a proper use of the Rental Space. The Hirer indemnifies the Carnegie Foundation against all claims from third-parties in the event that the Hirer fails to meet these obligations.



12. The prevailing Working Conditions Act applies at all times at the Peace Palace.
13. Inside, smoking is prohibited everywhere.
14. The Hirer shall keep clear all fire-extinguishing equipment, evacuation routes and fire-exits in the Rental Space.

#### **Article 6          Payment**

1. The invoice shall be sent to the Hirer. Prior to the event an advance invoice of 50% of the total rent will be sent to the Hirer. This advance invoice has to be paid prior to the rental term and in any case within 14 days after it has been sent. The remaining amounts due for other expenses will be included in a final invoice. This final invoice will be sent within 14 days after the rental term has ended and shall be paid within 14 days.
2. When the payment owed by the Hirer is past due, the Hirer will receive a reminder letter. After exceeding the term of payment the Carnegie Foundation is entitled to charge statutory interest on the amount due from the moment of default.
3. Extrajudicial collection costs amount to 15% of the amount owed to the Carnegie Foundation with a minimum of EUR 40.
4. If items on the invoice are disputed the Hirer shall notify the Carnegie Foundation forthwith of the dispute and the reason for it, but at the latest within 14 days after the date of invoice. In any case the dispute is not a reason for a partial or full suspension of the payment of the amount due.

#### **Article 7          Option and cancellation**

1. The Carnegie Foundation may agree to hold a provisional booking, valid for at most 14 days. If within this period no rental agreement is concluded, the provisional booking automatically lapses. Should the Carnegie Foundation receive a firm booking request from another interested party for the same date, the Carnegie Foundation will contact the original Hirer and ask for written confirmation of the event at that time from the original Hirer and, unless this is given within 48 hours, the day will be given to the new Hirer.
2. The Hirer can only terminate the agreement in writing (including electronically).
3. If the Hirer cancels the rental agreement, the Carnegie Foundation has the right to charge the Hirer the following payment:
  - In the event of cancellation more than 6 months prior to the commencement of the rental term no payment is charged;
  - In the event of cancellation between 6 months to 3 months prior to the commencement of the rental term 10% of the rent will be charged.
  - In the event of cancellation between 3 months to 2 months prior to the commencement of the rental term 15% of the rent will be charged;
  - In the event of cancellation between 2 months to 1 month prior to the commencement of the rental term 35% of the rent will be charged;
  - In the event of cancellation between 1 month and 2 weeks prior to the commencement of the rental term 60% of the rent will be charged;
  - In the event of cancellation between 2 weeks and 1 week prior to the commencement of the rental term 85% of the rent will be charged;



- In the event of cancellation 1 week or less prior to the commencement of the rental term the agreed rent will be charged in full (including costs for catering and costs for extra facilities, such as sound equipment, audio-visual equipment, interpreter's booths, technical support, partition walls and costs for (extra) cleaning and security staff).
- 4. In the event that the Hirer does not show up, the same condition as mentioned in article 6 (3) as regards cancellation of 1 week or less applies.
- 5. The Carnegie Foundation may cancel the booking at any time with immediate effect and without any liability to the Hirer if circumstances or events outside the reasonable control of the Carnegie Foundation prevent, delay or substantially affect the ability to fulfill the responsibilities of the Carnegie Foundation within the agreement. Circumstances or events outside the control of the Carnegie Foundation include (without limitations) acts of God, Fire, Power Failures, Structural or Emergency Damage, Building Work, Refusals to Grant Licenses, Strikes, Lock-out or Industrial Action (whether involving employees or a third party), the need to use the Rental Space for a National Emergency and the belief of the Carnegie Foundation that the Venue would not be fit for use at the time of the event.
- 6. In the event that during the time of the rental term a calamity should occur, or a threat to that effect is present, this at the discretion of the Carnegie Foundation, the rental period of the event in question will be deemed to end with immediate effect. The Carnegie Foundation is not liable for any loss incurred by the Hirer.

## **Article 8            Liability**

1. The Carnegie Foundation is not liable for loss, theft or damage of the goods present in the Rental Space of the Hirer and/or persons who enter the Rental Space at the invitation of the Hirer and/or third-parties.
2. The Hirer is liable for all damage to the Rental Space, goods and persons of the Carnegie Foundation and third-parties, caused by actions and/or omission of the Hirer or by third parties called in by the Hirer or by people who enter the Rental Space at the invitation of the Hirer.
3. Damage caused by the Hirer and/or suppliers and/or people who enter the Rental Space at the invitation of the Hirer to the property of the Carnegie Foundation, results in a claim from the Carnegie Foundation which is immediately due and payable.
4. Prior to or on commencement of the rent the Carnegie Foundation and Hirer can inspect the Rental Space together. An inspection list to be signed by both parties can be drawn up of this inspection. On this form any defects and/or any shortcomings will be listed. In such a case both the Carnegie Foundation as well as the Hirer will receive a signed copy of the inspection list.
5. In the event that an inspection list is used, any possible defects and/or other shortcomings of the Rental Space which are identified by the end of the rental period and which were not included on the inspection list earlier, will be deemed to have been caused by the Hirer. As a result the Hirer is obligated to compensate the Carnegie Foundation for the damages he incurs or will incur.
6. With the exception of these General Rental Terms and Conditions, any liability arising from irrespective which cause of the Carnegie Foundation will be limited to the total amount the Hirer owes the Carnegie Foundation under the rental agreement from which the liability ensues.

## **Article 9            Technology**



1. The (standard) AV technology is taken care of by the Technical Department of the Carnegie Foundation. The Hirer cannot make his own AV arrangements. Additional equipment can be supplied by the (audio-visual) companies with whom the Carnegie Foundation has made agreements.
2. Technical installations are only operated or supervised by the Technical Department of the Carnegie Foundation. The Carnegie Foundation is not liable for damage due to technical failures, unless resulting from intent or gross negligence on the part of the Carnegie Foundation or his employees.
3. Temporary extra connections for communication facilities and/or power supply may only be installed by or under the responsibility of the Carnegie Foundation and the costs shall be borne by the Hirer.
4. Music in whichever form is explicitly only allowed with permission of the Carnegie Foundation. Any Buma, Stemra and/or Sena rights are at the expense and risk of the Hirer who shall ensure payment.

#### **Article 10 Storage**

1. Storage of goods by the Hirer shall at all times be in consultation with the Carnegie Foundation and shall be reduced to a minimum. The storage space may be changed by the Carnegie Foundation without the permission of the Hirer.

#### **Article 11 Catering**

1. The catering is taken care of by the catering companies with whom the Carnegie Foundation has made agreements. The catering costs are not included in the Rent and will be charged to the Hirer separately. The sale and / or supply of beverages and liquor by the Hirer or third parties is not allowed. No alcohol of whatever description or associated beverages may be brought onto the premises at any time or for any purpose.

#### **Article 12 Publicity**

1. Any type of promotion and/or publicity, in whatever form, which refers to a meeting/event in the Rental Space, is only allowed with permission in writing from the Carnegie Foundation.
2. The Hirer is obligated to explicitly state with regard to any promotion and/or publicity, in whatever form, issued by or on behalf of him about his event/meeting to be organized in the Rental Space that he is the organizer. The Hirer is not allowed to mention or to create the impression (including but not limited to references to signs, logos and/or symbols used by the Carnegie Foundation) that the Carnegie Foundation (including the Peace Palace) is (co)organizer.
3. If the Hirer acts in violation of the above paragraph, or if in the opinion of the Carnegie Foundation by this form of promotion and/or publicity, in whatever form, which occurred without permission of the Carnegie Foundation, the Carnegie Foundation's interests are prejudiced, the Hirer shall without a warning or notice of default being required forfeit an immediately payable penalty to the Carnegie Foundation of twice the agreed rent.
4. The Hirer is not allowed without prior permission of the Carnegie Foundation to film and/or to web stream. In this respect the Hirer shall strictly comply with the instructions of the Carnegie Foundation.  
Press, television or radio coverage of any event is not allowed without prior written permission of the Carnegie Foundation.

#### **Article 13 Termination**



1. If the Hirer does not comply with his obligation to pay, or acts in any other way contrary to the rental agreement or these general terms and conditions or internal rules, without judicial intervention and without further notice of default the Carnegie Foundation can terminate the agreement either wholly or in part, without prejudice to his right to compensation. The Carnegie Foundation is never liable for the damage and/or costs incurred by the Hirer as a result of a premature termination of the rental agreement.

#### **Article 14      Visitors**

1. All names of visitors shall be provided in writing and in alphabetical order by surname at the latest five days beforehand. Visitors who are not on the list will not be allowed entry, unless with permission of the Carnegie Foundation.
2. Access to the premises of the Peace Palace is only possible on presentation of an identity document. Failure to present an ID may result in denial of access to the Peace Palace by the Carnegie Foundation.
3. Visitors shall observe the instructions of the Security staff of the Carnegie Foundation. Failure to do so may result in the Carnegie Foundation refusing the visitors (further) access to the Peace Palace.

#### **Article 15      Parking**

1. Parking on the premises of the Peace Palace is not possible with the exception of a limited number of parking spaces for disabled visitors. If the Hirer wishes to make use of the parking spaces for disabled visitors, he has to notify the Carnegie Foundation at least two days prior to commencement of the rental term. Event organisers shall be allowed a maximum of three vehicles on site, subject to availability.
2. Chauffeur driven cars are admitted on the premises but have to leave the premises after dropping off their passengers.

#### **Article 16      House rules**

1. The Hirer shall familiarize himself with the house rules and behave and act in accordance with them. The house rules will be sent to the Hirer at least 5 days before the commencement of the rental term.
2. The Hirer shall inform guests and/or fellow users about the existence and the contents of the house rules and he shall ensure that they will all adhere to these rules.

#### **Article 17      Choice of law and forum**

1. All disputes ensuing from or related to the rental agreement are exclusively governed by the law of the Netherlands.
2. All disputes ensuing from or related to the rental agreement shall be exclusively settled by the Court of The Hague, location The Hague.