

## Terms and conditions for meetings and events

### Reservations:

§1. All reservations of Tivoli meeting facilities are made through the Tivoli Sales Department. Tivoli then provides the prospective client with an offer for the requested event indicating the period for which the offer is valid.

§2. Reservations can be cancelled at any time prior to final confirmation.

§3. In the event that more than one client requests the same meeting facility during the same time frame, and the event has not been confirmed in writing, Tivoli reserves the right to offer the facility to another client after the expiry of the offer period.

### Confirmation:

§4. The written order confirmation of the offer should include precise information regarding date and time frame for the event, the expected number of guests, the agreed menu including wine pairing, instructions covering unlimited wine/open bar, additional services and the total cost thereof. If the written confirmation does not include the abovementioned information, the client is asked to contact the Tivoli Sales Department as soon as possible. The order confirmation, in combination with the present conditions, comprises the complete agreement and exceptions can be made only by written agreement between the parties.

§5. Tivoli ensures issuing the client with an order confirmation and an invoice for the booking deposit. Upon receipt of the order confirmation, a deposit of 25 % of the total event price must be paid when the deposit is at a minimum of DKK 10,000. The deposit will be deducted from the final invoice but is not eligible for a refund in the event of cancellation. However please observe exceptions in § 17.

§6. Final payment of additional costs (meals, technical equipment, etc.) is due immediately upon conclusion of the event. This is provided that a credit agreement has been agreed with Tivoli A/S. If a credit agreement has not been agreed a 25 % deposit is due upon confirmation, and 2 weeks prior to the event, the remaining 75 % of the full amount must be settled. Late payment is charged at 1.5 % interest per month and a late fee of DKK 100 is charged per reminder.

§7. The client is required to pay the agreed deposit whether or not the event takes place, unless Tivoli is responsible for the circumstances resulting in non-performance of duty.

§8. Tivoli reserves the right to issue a new order confirmation if significant changes have been made to the event details that may affect either the confirmed total cost or the capacity of the facility.

### Capacity and guest numbers:

§9. The maximum guest capacity as stated in the written order confirmation must be observed at all times in all Tivoli meeting facilities. Changes to the number of guests are permitted only under special circumstances and with prior written approval by Tivoli security.

§10. The client must provide Tivoli with information on the expected number of guests at the event/meeting at the time of order confirmation.

§11. Written confirmation of final guest numbers must be provided to Tivoli at least 14 days prior to the date of the event/meeting.

§12. For security reasons, Tivoli reserves the right to cancel the event or set limitations in terms of utilizing facility capacity for podiums/stages, entertainment or equipment.

### Security and liability:

§13. Special security for events can be arranged in agreement with the Tivoli security manager. Should the event organizer wish to use an external security agency, the agency must be submitted for approval by the Tivoli security manager. External companies do not have authority over guests of Tivoli Gardens, its employees, or general operations.

§14. For security reasons, the use and installation of own materials such as banners, posters etc. must be evaluated by Tivoli for compliance with fire safety regulations.

§15. Tivoli Safety Personnel are authorized to undertake internal fire safety inspections in connection with events and meetings held at Tivoli. All requests or orders issued by Tivoli Safety Personnel must be complied with at all times.

§16. The client must reimburse Tivoli for any costs associated with damage to the facilities incurred during the rental period, with the exception of damages incurred during normal use and wear and tear, as well as by fire and force majeure. Tivoli is entitled to immediately undertake damage repairs and the client is required to reimburse Tivoli for all costs incurred upon receipt of invoice. In cases of gross breach of fire regulations or of personal security, Tivoli Safety Personnel are authorized to cancel the event.



### Cancellation:

§17. Cancellation may take place at any time until 4 weeks prior to the event. Cancellation of an event must be made in writing and received by Tivoli Sales Department at least 4 weeks prior to the date of the agreed event.

The deposit is non-refundable upon cancellation however the following rules apply:

Deposits for events with a value exceeding DKK 125.000 incl. VAT are eligible for a refund when cancellation happens at least 10 months prior to event date.

Deposits for events with a value between DKK 50.000 and 125.000 incl. VAT are eligible for a refund when cancellation happens at least 6 months prior to event date.

Cancellation or reduction later than 4 weeks prior to the event and up to 10 days prior to the event:  
Reduction of 0 - 10% of the confirmed number of guests is permitted without additional fees. For reductions of 11 - 100% of the confirmed number of guests, reimbursement of up to 50% of the reduced 'per person' price may be required.

Cancellation or reduction later than 6 days prior to the event:  
For reductions of 0 - 100% of the confirmed number of guests, reimbursement of up to 100% of the reduced 'per person' price may be required. However, the final number of guests may not be lower than the contractually agreed minimum.

18. Cancellation or reduction of guest numbers is valid only upon receipt of Tivoli's written confirmation. The number of guests is calculated on the confirmed minimum number of guests provided by the client. Tivoli is not liable for expenses related to specially agreed services that cannot be cancelled, such as music, office supplies, equipment and the like.

19. Payment of 100% for the entire event is required in case of no-show.

### Claims

20. Insofar as the client wishes to make a claim or register a complaint about the event, notice of such must be provided to Tivoli on the day of the event and written confirmation provided as soon as possible thereafter.

### Force majeure

21. In case of extreme circumstances outside of both parties' control (force majeure), cancellation of the event may take place at no charge.  
Cancellation on the basis of Corona virus is not considered a force majeure situation for agreements concluded after the date on which WHO has declared Corona virus for an international health crisis, unless the cancellation of the event is due to a public ban that makes the organization of the event impossible itself. In that case, a cancellation of the event will mean that each

party incurs its own costs and that remedies for breach or other claims for damages cannot be relied upon.

### Exceptions to Tivoli's general terms of payment

22. Tivoli's general terms of payment are 14 days after the issue of the invoice.

23. Credit agreements may be made and approved with prior written agreement by contacting:  
Tivoli A/S, Financial Department, Vesterbrogade 3, P.O. Box 233, 1630 Copenhagen. Or by e-mailing [business@tivoli.dk](mailto:business@tivoli.dk).

24. Credit agreements as per Tivoli terms of payment must be approved in writing by Tivoli.

25. Danish Entities such as ApS, I/S, IVS, solitary owners, and companies outside the EU, are in general not eligible for a credit agreement.

### Terms of payment for cultural events held in the Glass Hall and Tivoli Concert Hall

Upon entering a rental contract for the Glass Hall or Tivoli Concert Hall, an individual contract is drawn up between the renter and Tivoli in which rental conditions, handover and return, period of use, usage, rental fees and payment terms are clearly stated. Tivoli refers the client to the conditions stated herein.