Terms and conditions for events and parties

Reservation

§ 1. Reservations for Tivoli's rental facilities are made by contacting Tivoli Sales Department, on business@tivoli.dk. Tivoli will subsequently send an offer for the requested event, stating the period for which the offer is valid.

§ 2. Reservations can be cancelled at any time before written order confirmation has been forwarded.

§ 3. In the event that several tenants want the same facility during the same period and the event has not been confirmed in writing, Tivoli reserves the right to offer the facility to another tenant after the end of the offer period.

Order confirmation

§ 4. Tivoli will send a written order confirmation and a deposit invoice for the event. The order confirmation must contain precise information regarding the date and timeframe of the event, the number of expected participants, the agreed menu - including the wine menu, whether wine ad libitum and free bar are covered, other services and the total price.

If this is not the case, please contact the contact person in Tivoli Sales Department immediately. The order confirmation, together with these conditions, constitutes the parties' entire agreement and can only be deviated from by written agreement between the parties.

§ 5. Upon receipt of the order confirmation of the event, a deposit equal to 25% (applicable for Danish companies) or 50% (applicable for EU based companies) of the event price must be paid within 14 days when the deposit amounts to a minimum of DKK 10,000.

The deposit is deducted from the final settlement, but is not refunded in case of cancellation, with certain exceptions, see section 19.

§ 6. Final settlement of other costs (catering, technical equipment, etc.) is due immediately after the event. This is provided that a credit agreement has been entered into with Tivoli A/S. If the credit agreement has not been concluded, a 25% deposit will be paid upon confirmation, and 14 days before the event takes place, the remaining 75% of the estimated total amount will be charged. In case of late payment, 1.5% interest is charged per commenced month and any reminder fee/s of DKK 100 each.

§ 7. The Tenant is obliged to pay the agreed deposit even if the arrangement is not carried out unless Tivoli is at fault for this matter.

§ 8. Tivoli reserves the right to send a new order confirmation if there are significant changes to the event that may affect either the confirmed sale price or the utilisation of the rental facility's capacity.

Capacity and number of participants

§ 9. At any event in Tivoli's rental facilities, the calculation of the maximum capacity must be respected. Only in exceptional cases, and with written approval by the Tivoli safety authorities, can the capacity limit for the venue be waived.

§ 10. The Tenant must provide Tivoli with information about the expected number of participants in the company/event before order confirmation can be sent.

§ 11. The final number of participants must be received by Tivoli no later than 14 days before the event date.

§ 12. Tivoli reserves the right, for reasons of safety, the conduct of the event or in relation to the wish to use the facility's capacity for podiums/stages, entertainment or equipment, to place restrictions on the number of participants in relation to the maximum capacity of the facility.

Security, liability and behavior

§ 13. If separate security is required in connection with events, this can be requested from Tivoli's security department by contacting the assigned event coordinator.

If the Tenant wishes to hire an external security company, the company in question must be approved by Tivoli's security department. External companies have no authority in relation to Tivoli's guests, employees, or general operations.

§ 14. Own materials, e.g. banners, posters, etc. must be fire approved for safety reasons. Tivoli must approve the use and installation of the material.

§ 15. Tivoli's security department is authorised to carry out internal fire inspections in connection with events. All orders, demands, etc. from Tivoli's security department must be complied with immediately.

§ 16. The Tenant must compensate Tivoli for any damage to the rented property within the lease period, except for ordinary wear and tear or damage caused by fire or force majeure.

Tivoli immediately repair damages, and the Tenant undertakes to reimburse Tivoli for any expenses incurred as required. In the event of serious breaches of fire or personal safety, Tivoli Security is entitled to suspend the event.

§ 17(1). Tivoli may at any time and at its sole discretion implement such security measures as deemed necessary in connection with the event, including adjustment of staffing, access conditions, cordoning off and necessary involvement of authorities. In urgent situations or where safety is at risk, such measures may be implemented without prior notice to the Tenant.

(2) The Tenant shall bear all costs associated with the security measures implemented by Tivoli pursuant to subsection (1), cf. subsection (4), regardless of any liquidated damages pursuant to subsection (3).

(3) The occurrence of illegal activities or other conduct that, in Tivoli's assessment, entails a material safety or operational risk – including threatening, violent, disruptive, disorderly or other safety endangering behavior – shall trigger liquidated damages in the amount of DKK 30,000 per incident.

(4) The Tenant shall be strictly liable, irrespective of fault, for all claims under section 17, regardless of whether the matter is caused by the Tenant's itself or by the Tenant's guests, business partners, subcontractors or any other person granted access to the event by the Tenant.

(5) Tivoli may post-invoice all additional costs, including expenses that can only be determined after the event has been held.

Rules of conduct

§ 18. Tivoli treats all tenants and guests equally and respectfully. Tenants and guests undertake to behave appropriately and respectfully towards employees, other guests, and the facilities in general. Inappropriate or offensive behavior or illegal activities will not be accepted and may result in expulsion and closing of the event, cf. section 17.

§ 19. It is not permitted to bring your own drinks, smoke machines, confetti tubes and the like into Tivoli's premises without prior written agreement with Tivoli.

§ 20. For events held in Axelborgsalen or Bokssalen, the Tenant does not have access to or disposal over the foyer area in front of Axelborgsalen. It is not permitted to install signage, banners, flags or similar items in the foyer area or in front of Axelborg.

§ 21. Tivoli reserves the right to claim damages, reimbursement and compensation if the Tenant or the Tenant's guests do not comply with Tivoli's rules of conduct or other orders from Tivoli's staff.

Cancellation

§ 22. Cancellation must be made in writing on arrangement@tivoli.dk.

Cancellation up to 4 weeks before the event:

Cancellation must reach Tivoli no later than 4 weeks before the date of completion of the booked event.

Any deposit is non-refundable; however, the following applies: Deposit for events above DKK 125,000 incl. VAT can be refunded if cancelled up to 10 months before the event date. Deposits for events from DKK 50,000 to 125,000 incl. VAT can be refunded if cancelled up to 6 months before the event date.

Cancellation or reduction in the period 4 weeks before and up to 10 working days before the event:

Reduction of 0-10% of the last confirmed number of participants can be done at no cost.
In the event of a reduction of 11-100% of the last confirmed number of participants, an indemnity of 50% of the reduced “per person” price will be charged.
If the number of participants is revalued to a higher number before the event, this number will be considered as a new minimum number.

Cancellation or reduction in the period 10 working days before and up to the event:

In the event of a reduction of 0-100% of the last confirmed number of participants, an indemnity of 100% of the reduced “per person” price will be charged.

§ 23. Cancellation or reduction of participants is only valid upon Tivoli's subsequent written confirmation. The number of participants is calculated based on the confirmed minimum number of participants, which is always understood as the most recently confirmed number by Tivoli. If the number of participants is revalued to a higher number before the event, this number will be considered as a new minimum number. Tivoli may claim to be indemnified for expenses for special agreed services that cannot be cancelled, e.g., music, office supplies, appliances, and the like.

§ 24. In case of non-attendance (no show) for the event, full price is paid for the entire event.

Complaints

§ 25. If the Tenant wishes to complain about the event, Tivoli must be notified of this on the day of the event and in writing as soon as possible after the event has taken place.

Force majeure

§ 26. In case of unforeseen and extreme circumstances beyond the control of the parties (force majeure) that make the performance of this agreement impossible, including public prohibitions or restrictions, cancellation may be made free of charge. In cases of force majeure, each party shall bear its own costs and remedies or other claims for damages may not be invoked.

Delays or cancellations of flights/trains/other means of transport, illness, Covid-19 etc. are not considered force majeure.

Payment terms

§ 27. Tivoli's terms for payment of invoices are 14 days.

§ 28. Credit agreements can be agreed and granted by prior written notice to Tivoli A/S, Finance Department, Vesterbrogade 3, 1630 Copenhagen V, or by e-mail to: business@tivoli.dk.

§ 29. Credit agreements in relation Tivoli's payment terms must be approved by Tivoli.

§ 30. Company forms such as ApS, I/S, IVS, sole proprietorships, as well as companies outside the EU, are in general not eligible for a credit agreement with Tivoli A/S

§ 3 When entering into a rental agreement regarding The Glass Hall or Tivoli Concert Hall, an individual rental agreement is drawn up between the Tenant 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.