

# GENERAL PROVISIONS FOR RENTING TAP1

*The following provisions are applicable to the renting of TAP1.*

## **1. Hire and usage**

Rent includes hire of premises, as well as charges incurred in relation to TAP1's ordering/coordination of the mandatory services listed in point 4.

The client shall provide, at least one month prior to the commencement of the event, a plan of the leased, including any outdoor areas. The drawing must be drawn up in TAP1 approved floor plans and place all services in connection with the event. The drawing must be approved by TAP1 before the rental period can start.

The client undertakes to use the premises in TAP1 only for the purposes as agreed in the lease. It shall be agreed in writing, no later than one month prior to the official dates, during which periods of the lease agreement the client wishes to make use of the premises. Only the premises specified in the agreement may be used.

The client may not, in whole or in part, sublease and/or transfer the use or the premises or rights under the lease.

The client undertakes to have a responsible contact person on site throughout the term of the lease. TAP1 must be provided with relevant contact details, no later than one week before the event starts. In the event that TAP1 has not received the particulars of this contact person, TAP1 reserves the right to assign a contact person at the client's expense.

TAP1 has access to the premises during the lease period for purposes of safeguarding its assets and obligations.

The use of confetti or pyrotechnics must be approved by TAP1 using confetti will always incur an additional cost for cleaning.

Emergency exits in the hall may only be opened in emergency situations, for example in the case of fire. If an

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emergency exit is used outside of an emergency situation – whether during construction, actual event or dismantling – a penalty charge of DKK1.500 ex. VAT will be incurred. Unless a written agreement with TAP1 is signed.

## **2. State of premises and technical specifications**

At the commencement and completion of the lease period, a physical inspection of the hired premises and associated fixtures will be carried out. For this purpose, the client presents an authorized person who, together with TAP1 staff, will go through the rented premises, both indoor and outdoor. On the final day of the lease period, all premises both indoor and outdoor shall be returned to the same conditions in which they were received. Any damage to the rented premises incurred during the period of the lease will be repaired by TAP1 at the client's expense. If there are any damages or remedies that are undoubtedly attributable to / due to the rental, which does not appear immediately upon review, TAP1 has 7 working days after the end of the rental period to claim compensation / remediation. This remedy will also be repaired by TAP1 at the client's expense.

Prior to the expiration of the lease, the client will have removed all items, equipment, decorations and so forth that have been brought into the premises in connection with the event. TAP1 takes no responsibility for these objects, and TAP1 reserves the right to remove these objects at the client's expense and risk, once the lease period has expired.

A mandatory final cleaning requires light clearing of the rented premises as well as removal of all refuse. For setting up articles, affixing carpets and signs etc. must be approved by TAP1 prior to use. Damage caused by unapproved adhesives will be invoiced to the customer.

## **3. Smoking policy for TAP1**

Smoking is under no circumstances permitted inside TAP1, and is only permitted in the associated patio/outdoor areas by special agreement. Smoking in the outdoor premises will incur a charge for obligatory extra cleaning. Should the client, the client's staff or visitors fail to comply with these rules, TAP1 will reserve the right to correct any odor problems at the client's expense. If the client or the client's staff smoke, an additional charge of min. DKK 5.000,00 excluding VAT will be added to the final bill. The client is responsible for informing staff and visitors of TAP1's smoking policy. Any failure to comply with these rules will result in immediate expulsion of the person/persons in question.

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#### **4. Mandatory services to be provided by TAP1 or TAP1 authorized personnel**

The following functions may only be carried out by TAP1 or TAP1 authorized personnel:

Hall supervision/security, Samaritan, first aid, electricity and plumbing, installation of wires, rigging, suspension of molton fabric, operation and use of truck and forklift trucks, telephones and IT equipment, catering, cleaning, refuse collection, technical service, on site parking, fire and electricity supervision as well as issuing of fire permits.

It is not allowed to set up wireless broadcasting equipment without prior agreement with TAP1. For example, wireless devices include wireless routers, microphones, and FM transmitters.

Outdoor and indoor signage, for publicly available events and suspension of the same must only be performed by TAP1.

In relation to the consumption of electricity, water and heat, these are read on arrival/departure and all costs associated with this are borne by the customer. For public events, it is a requirement that the audience at least will be offered a temperature of 21 degrees in the hall.

#### **5. Exclusive partners for TAP1**

TAP1 has chosen a number of preferred partners for on-site events. These selected partners will always be presented on TAP1's website.

Nordic Rentals is TAP1's preferred technical partner, and the client is required to consider any offers from Nordic Rentals. All invoicing relating to technical services provided by Nordic Rentals will be handled by TAP1. See section 6 according to terms of payment.

An agreement between TAP1 and client may be reached, at a charge, to allow the client to bring outside suppliers.

All technical services (mandatory duty electrician, power supply, rigging and molton) are to be ordered at and delivered by TAP1.

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## 6. Terms of payment

Rent will be paid in three rates. The billing summary is shown in the budget, as payment is distributed as follows:

- 25% of rent shall be paid on the date of the signing of the contract.
- 50% of the rent shall be paid no later than three months prior to the event.
- The remaining 25% shall be paid no later than one month prior to the event.

In addition to the agreed rent, the client shall cover expenses related to the following services: mandatory hall supervision, fire officer during the event, final cleaning and refuse disposal. The costs of these services are stated in TAP1's price list.

Additional services, produced by or through TAP1 (cf. points 4-6) will be calculated according to the following terms:

- 20% of service costs shall be paid upon entering into the contract.
- 70% shall be paid no later than one month prior to the event.
- The remaining 10% are calculated based on a final settlement no later than fourteen days after completion of the event.

Consumption of electricity, water and heating will be paid after an estimate and adjusted after completion of the event. Consumption is calculated after the current rates, see TAP1's price list. TAP1 reserves the right to change due to fluctuations in the current market prices.

Late payment of any invoices will incur default penalty interest in accordance with Danish financial legislation, plus 2% p.a. VAT will be added to TAP1's collections in accordance with the relevant legislation.

TAP1's payment terms are 8 days net.

## 7. Cancellations & termination

Cancellation shall be declared by registered post or answered email. *All relocations are considered cancellations.*

The following applies in case of cancellation or termination taking place:

- Earlier than six months prior to the event, the client will pay 50% of the rent in compensation, cf. point 2 of the lease agreement.

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- Less than six months months prior to the event, the client will pay 100% of the rent in compensation, cf. point 2 of the lease agreement.

When canceling / terminating, the above is calculated on the basis of the official rental price that applies at any given time, cf. applicable price list.

In the case that TAP1 finds another tenant for the agreed lease period, 50% of the income obtained will be used to offset the compensation.

- In the event of a cancellation or termination less than three months prior to the event, the client is liable for an additional surcharge of 5% of the total budget for all contracted vendors, cf. agreed budget.
- In the event of a cancellation or termination one month prior to the event, this surcharge will be 10%.
- In the event of a cancellation or termination less than one month prior to the event, a surcharge of 15% will be incurred for cancellation of contracted vendors, cf. agreed budget.

The fee shall regulate the time and costs incurred by TAP1 as a result of the closure of contracted vendor engagements.

For services supplied by TAP1's partners and contractors, supplied and procured through TAP1, the following cancellation and termination terms apply to allow TAP1's contractors to cover their losses:

The amount (20% of the budget) paid at the approved budget, will not be returned in case of cancellation or termination.

- Should the client cancel or be terminated up to one month prior to the event, TAP1\* (on behalf of a partner or supplier) may claim a reimbursement calculated as total 50% of the approved budget.
- Should the client cancel or terminated fourteen days prior to the event, TAP1\* (on behalf of a partner or supplier) may claim a reimbursement calculated as total 100% of the approved budget.

\*TAP1 is bound faithfully to reduce customer losses in connection with the cancellation. Termination by TAP1 can only occur in the event of a breach by the Client.

Specially produced (*non-refundable*) services purchased and ordered through TAP1 are not refundable.

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## **8. Regulatory approvals**

The client is bound to adhere to all known laws and regulations in relation to hosting the event at the venue. Obtaining the necessary permissions and permits from public and private authorities, individuals and institutions is the responsibility of the client. TAP1 can demand to inspect these permits prior to the event.

An exception to this is the approval by fire authorities, outdoor branding on the nearby area and necessary approvals for the overall operation of the hall. These are to be obtained by TAP1.

## **9. The client's duties and responsibilities**

The client is responsible for any damage whatsoever that may arise in connection with the event. This applies to any damages incurred as a result of preparation, implementation or remediation after the event. This does also apply on damages on the client's inventory (brought or rented). If TAP1 is held liable to third parties in connection with the event's organization, TAP1 has recourse against the client for such loss.

The client is obligated to get and sign the necessary and adequate liability insurance to cover the above. TAP1 reserves the right to have presented evidence that such insurance is taken out before the event takes place.

The client shall bear no responsibility for damage caused by TAP1's staff or subcontractors.

The client is responsible to report and pay all taxes, fees, and royalties and so forth in connection to the event.

TAP1 are not liable for any damage or loss caused by power failure or the like, all kinds of wire breakage, floods, natural disasters or other types of force majeure.

The client bears full responsibility for the safe storage of its effects during the tenancy. TAP1 will not take responsibility for theft, vandalism and similar incidents for such items.

The client undertakes to subsequently handle inquiries related to lost property. TAP1 will accept these during the event and closing down, but will subsequently convey any lost property to the client who is responsible for all dialogue with its guests.

Separately for concerts, lost property will be filed at the local lost-and-found office on the following weekday after the event.

For handed keys, in case they are lost, the client is liable cf. the current applicable rate.

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TAP1 reserves the right to approve all the clients' suppliers.

The client is obligated to submit 100 tickets free of charge at public events to TAP1.

During the rental period, the customer will have access to TAP1's production office. All arrivals and traffic should be directed to this. The address is Raffinaderivej 10 att: production office and all inquiries to TAP1's administration will be redirected there too.

## **10. Documentation**

TAP1 reserves the right to document events in TAP1. Materials may be used on the TAP1 website and for internal use.

## **11. Confidentiality**

The parties undertake not to disclose information to any third party on any details of the contract or affairs of the parties that they become aware of during the commencement or completion of the contract.

## **12. Force majeure**

If strikes, lockouts, fire, natural disasters, pandemics, war or other circumstances outside of TAP1's control make it impossible for TAP1 to fulfill their duties as stated in the lease, TAP1 reserves the right to cancel the lease agreement without incurring liability as a result.

## **13. Breach of contract**

TAP1 can invalidate the lease agreement in case of significant breaches of contract on behalf of the client. TAP1 can also enact ordinary breach of contract measures, including demanding compensation. Missing payment, failure to obtain necessary permits, client insolvency or bankruptcy is always considered a material breach. Moreover, breaches and damages incurred as a result thereof are to be regulated under the general provisions of Danish law.

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#### **14. Specifications for the client regarding fairs and exhibitions**

The client must be in compliance with the production schedule, but no later than four months in advance, make the necessary information about the exhibitors/event available for TAP1's production and planning, preparation of the exhibitor's manual and technical contact for the exhibitor(s). Therefore the client shall produce the following information for use by TAP1: Company name, CVR No (Danish Exhibitor), VAT No (Foreign Exhibitors), address and invoicing address, country, contact person, telephone number, email address, stand number, stand dimensions (length and width) with or without construction.

#### **15. Changes to the client's stand plans and exhibitor list regarding fairs and exhibitions**

The client is obligated to continuously update TAP1 on changes to and additions of exhibitors on the stand plan and exhibitor list, so that TAP1 may advise the exhibitor in relation to the procurement of technical supplies. When submitting revised exhibit lists and stand plans, the client must present all changes clearly.

#### **16. Legal framework**

The legal relationship between TAP1 and the Client is subject to Danish law and the parties agree that rent statutory rules do not apply because of the legal relationships specific and compound character. Disputes between the parties shall be settled by the The Maritime and Commercial Court in Copenhagen.

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