



# **COMMERCIAL TENANCY AGREEMENT**

## **- For virtual offices**

LANDLORD: CPH:OFFICE ApS, Rosenørns Allé 31, 2, DK-1970 Frederiksberg C.

ADDRESS: Rosenørns Allé 31, 2, DK-1970 Frederiksberg C.

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**TENANCY AGREEMENT****Clause 1. The Parties and the Premises**

CPH:OFFICE ApS, Rosenørns Allé 31, 2, DK-1970 Frederiksberg C (hereinafter "the Landlord"), hereby leases to a company as identified by the order form <http://virtuelt-kontor.dk/bestil-virtuelt-kontor.php> (hereinafter 'the Tenant') a virtual office (address service) (hereinafter "the Premises") in the building situated at Rosenørns Allé 31, 2, DK-1970 Frederiksberg C.

**Clause 2. Use**

The Premises shall be used as a virtual office for a business address and shall not be used for any other purpose without the Landlord's written consent.

The Landlord does not bear any liability or risk for the Tenant's specific use of the Premises. Thus, the Tenant shall be responsible for ensuring that the use agreed under this Tenancy Agreement is not comprised by any particular public rules and regulations and shall obtain and keep in force any necessary permission in relation to the Premises. The Landlord shall be informed about any regulatory requirements and receive a copy of the necessary permissions without undue delay.

The Landlord is entitled to rent out or use other rooms or create more virtual offices at the address for the same line of business and the same purpose as the Tenant's.

Name plates will be put up in the entrance hall and at the letterbox. If the Tenant wishes to have a sign with the business name put up outside the building, this must be agreed on and paid for separately.

**Clause 3. Effective Date**

The virtual tenancy takes effect as from the selected date on the order page:  
<http://virtuelt-kontor.dk/bestil-virtuelt-kontor.php> (hereinafter "the Effective Date").

**Clause 4. Notice of Termination**

The Landlord may terminate the virtual tenancy immediately to the end of a settled period.

The Tenant may terminate the virtual tenancy immediately to the end of a settled period.

**Clause 5. Sub-tenancy**

The Tenant is not entitled to pass on the right to use the Premises to anyone else.

The Tenant is not entitled to sub-lease the Premises, neither wholly nor partially.

## Clause 6. Rent

The fixed monthly rent totals DKK 495.00 / EUR 69.00.

In addition, forwarding of letters shall be paid under a separate agreement.

If the Tenant is not using the mail forward nor scanning services, the mail will be placed in a designated post-box, with two keys provided. The post-box is located on the ground floor of the premises. The keys of the post-box must be returned upon termination.

Rent is due three months in advance to be paid on every 1 January, 1 April, 1 July and 1 October based on an issued invoice sent by e-mail and is paid automatically with a registered payment card. The Tenant will pay any charges related to the payment of rent etc.

When a change of payment card is required by the Tenant, the Landlord must be contacted, and the current details on the payment card is deleted. An e-mail including a link for acquiring new payment card information will hereafter be issued. By termination of the agreement, the Landlord deletes all details on the existing payment card.

A fee of DKK 125.00 applies for payments made via bank transfer.

The first payment of three months' rent shall take place by the Effective Date. Present month is always fully paid for. E.g. if Effective Date is 20 September, the first payment includes September, October and November. The Tenant has no right of cancellation of the payment, cf. Clause 4 concerning termination of the agreement.

Any claims originating from this Tenancy Agreement or the Danish Commercial Tenancy Act (erhvervslejeloven) are compulsory payments. The Tenant is not entitled to omit paying rent or any other charges by the due date or to make deductions in these, even if the Tenant has counterclaims against the Landlord.

A fee of DKK 250.00 will apply for replacement of any lost post-box key.

## Clause 7. Indexation/Rent Adjustment

The agreed rent will be adjusted once annually with the percentage change in the net consumer price index. The percentage will be calculated with two decimals. The applied net consumer price index has 2000 = 100 and is further defined in Consolidated Act no. 76 of 3 February 1999.

The adjustment will be made annually on 1 January cumulative on the basis of the rent in force at the time of the adjustment with the percentage change in October's net consumer price index.

If the calculated indexation results in a decrease or an increase of less than 3% of the rent in force at the time of adjustment, the rent will be increased by 3%.

Even if the Landlord forgets to make one or more rent adjustments under this provision, the Landlord will not lose the right to make the forgotten adjustments at some time later, and thereby claim the resulting rent increase from the Tenant retrospectively unless the Landlord has expressly waived this right.

## **Clause 8. VAT**

The VAT rate in force from time to time will be added to all payments under this Tenancy Agreement.

## **Clause 9. Disputes**

Any dispute that may arise in relation to this Tenancy Agreement must be brought before the Housing Tribunal in the first instance.

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**CPH:OFFICE ApS**