

Terms of Rental NOVASOL 2017

By making a booking, you are entering into an agreement between you as the tenant and the owner of the holiday home ("homeowner"). NOVASOL acts as the intermediary of the homeowner and shall be only liable as such. Where reference is made in these booking conditions to NOVASOL taking an action, that action is taken on behalf of the homeowner. The booking of holiday homes shall always be subject to these booking conditions, which, together with "Worth Knowing" and the rental voucher, form the rental agreement between you and the homeowner. Any amendments to the rental agreement shall only be valid if they appear in writing. If you choose to buy any additional services or products from the homeowner, or should you be provided with any additional services or products not included in the rental agreement, such as tickets to a waterpark or an amusement park or similar, these additional services or products will represent a separate agreement between you and the owner of the holiday home or the facilitator of the service/product.

Preamble

Prior to the start of the tenant's stay in the holiday home, the tenant will receive rental documents containing travel directions and instructions on how to find the keys to the holiday home. On the day of the booking of the holiday home the lead tenant must be at least 18 years old. For travelling parties consisting of youth groups, the tenant of the holiday home must be 21 years old on the day the holiday home is booked.

1. Rental Period

The rental documents contain information of the time on which the holiday home is ready for arrival. The holiday home must always be vacated by no later than 10 a.m. on the day of departure. The key will only be handed out if the full rent has been paid in accordance with the booking conditions and upon presentation of the original rental voucher and a form of photo identification.

2. The holiday home

2.1 The size and use of the holiday home

Unless otherwise agreed with NOVASOL, the holiday home may not be used for any purpose other than a holiday. The stated square metres of the house have been calculated based on the outside measurements of the base.

2.2 Number of guests

At any time, the holiday home and the property belonging to it may be occupied by no more than the number of people stated in the brochure, on our website and in the rental agreement. That number includes children regardless of their age. The only exceptions are houses with the option of bringing one additional child (less than 4 years old) without additional payment. This option should be chosen at the time of booking and will also appear on the house information ("Overview and Facilities" tab) which can be read on our website. If the house or the property is being occupied by more people than the maximum number allowed, the homeowner or NOVASOL shall be entitled to request the additional people to vacate the holiday home without notice. If the tenant does not comply with this request within 12 hours, the homeowner shall be entitled to terminate the rental agreement with immediate effect and to oblige all occupants to vacate the holiday home without further notice and with no refund. NOVASOL primarily acts as an intermediary for owners to rent their holiday homes to families and couples. Youth groups, meaning at least 6 persons who are primarily under 21 years of age, are naturally welcome as well, but such groups must notify NOVASOL that they are a youth group at the time of booking. NOVASOL or the homeowner shall be entitled to reject a group if such notification is not made.

2.3 Tents and caravans

It is prohibited to pitch tents or have caravans or similar structures on or by the holiday home property. The homeowner or NOVASOL shall be entitled to demand these be removed immediately. If the tenant does not comply with such instructions immediately, the homeowner shall be entitled to terminate the rental agreement with immediate effect and to oblige all occupants to vacate the holiday home without further notice and with no refund of the rent.

2.4 Pets and allergies

In some houses pets are not allowed. However, neither the homeowner nor NOVASOL can guarantee that there have not been any pets in the house on prior occasions or that the homeowner does not have pets. Neither the homeowner nor NOVASOL assumes any responsibility for the tenant's allergic reactions as a result of pets having been in any of the holiday homes.

2.5 Noise

Occasionally tenants may unexpectedly experience noise from construction sites, traffic etc. Neither the homeowner nor NOVASOL can be held accountable for unexpected noise.

2.6 Boats

If the homeowner places a boat at the tenant's disposal for free, the tenant, being the borrower, shall be responsible for the use of the boat, and the tenant shall also bear the responsibility that all equipment required by law is present during use of the boat. Agreements regarding the renting of the boat and/or powerboat from the homeowner or any third party are entered into solely by the tenant, and the provider of the boat and NOVASOL bears no responsibility. If the use of the boat requires a statutory licence, maritime licence or similar, the tenant shall be responsible for obtaining such licence and for presenting it if so requested. All people who use the boat shall wear fitted life jackets. The tenant shall be responsible to ensure that everybody uses the life jackets, and neither the homeowner nor NOVASOL shall be obligated to place life jackets at the tenant's disposal. The tenant can therefore not be certain that the holiday home contains life jackets for all users. Children under the age of 16 may only use the boat in the company of an adult. For safety reasons, the tenant shall follow any instructions from the homeowner or NOVASOL regarding the use of the boat. Following every use of the boat, the tenant shall leave the boat in a responsible manner and above the limit for high tides. Neither the homeowner nor NOVASOL can be held liable for accidents, damage or injuries relating to the use of the boat.

2.7 Swimming pools

For safety reasons, the tenant shall follow any instructions from the homeowner or NOVASOL relating to the use of a swimming pool if the holiday home includes one. The tenant shall be responsible for any use of the swimming pool. Children under the age of 16 are not allowed around the pool area or in the pool itself without the supervision of an adult.

3. Prices and payments

Unless otherwise stated, all prices are stated in US dollars (USD) per house per week.

The booking shall be immediately binding, regardless of how the booking is made.

When the tenant's booking has been registered, NOVASOL will send the tenant confirmation of the booking and the rental amount to be charged in one or two instalments, see below. The rental voucher will be forwarded when the entire rental amount has been paid, along with key collection details and travel directions. If the tenant has chosen electronic documents (E-docs), an e-mail with a link to "My Booking" will be forwarded immediately following the booking. The link will contain information about payment, and the rental documents can be downloaded after full payment.

3.1

For bookings made 56 days or more before the beginning of the rental period, the following payment conditions shall apply: The first instalment of 25% of the total rental amount shall be due immediately and has to reach NOVASOL no later than 8 days after the booking has been made.

The second instalment, which amounts to the remaining 75% of the rental, shall be due and must reach NOVASOL no later than 42 days before the commencement of the rental period.

3.2

For bookings made later than 55 days before the commencement of the rental period, the following conditions shall apply: The total rental amount shall be due immediately and has to reach NOVASOL no later than 3 days after the booking has been made. If the terms of payment are not complied with, this shall be regarded as a breach of contract and NOVASOL shall be entitled to terminate the rental agreement without notice but will, if possible, give notice of this to the tenant before termination. Termination of the rental agreement shall not exempt the tenant from the obligation to pay any sums due and the provisions regarding cancellation in clause 6 shall apply. Unless otherwise stated in the brochure or on our website, the rental amount is exclusive of electricity, oil, gas etc and also of heating (including any firewood) and water.

4. Taxes, currency and tourist taxes

NOVASOL shall be entitled to increase the rent proportionately in case of increased taxes. If requested by the tenant, NOVASOL must provide evidence of such increase in price.

5. NOVASOL's Security Package including Cancellation Protection – No Risk Guarantee in case of unemployment and new employment - Money Back Guarantee - Best Price Guarantee

When the tenant reserves a holiday home through NOVASOL, the tenant shall automatically be covered by NOVASOL's Security Package. With the Security Package, NOVASOL seeks to offer the tenant the best possible security. The following conditions shall apply to the cancellation protection product:

5.1.1

The cancellation protection shall apply in those cases where the tenant's stay in the rented holiday home is made impossible or difficult to a significant degree:

a. Because the persons stated when entering into the rental agreement or their spouses, children, parents, siblings, grandparents, grandchildren, children-in-law or parents-in-law pass away or contract an acute illness or serious injury requiring hospitalisation, bed rest prescribed by the doctor or anything of a similar character. Acute illness is a newly acquired illness (since the time of booking), a substantiated suspicion of a newly acquired serious illness or an unexpected impairment of an existing illness or a chronic disease.
b. Because significant damage has been inflicted on the tenant's private home due to fire or burglary or an illegal strike at the tenant's employer.

5.1.2

The cancellation protection product shall depend on the following conditions:
a. The tenant shall inform NOVASOL of the illness no later than 24 hours after the occurrence of the illness, either in writing or by telephone, and NOVASOL must have been notified of the cancellation no later than at noon on the day of arrival stated in the rental agreement.
b. NOVASOL shall receive proof of the incident warranting cancellation, i.e. a doctor's statement, death certificate or police report, no later than 3 days (72 hours) from the time of notification. The fee for issuing any certificates, reports or statements shall be paid by the tenant.

5.1.3

The tenant shall be protected from the time of the booking until the tenant's arrival to the holiday home. There is no cover after the commencement of the rental period, nor are early departures included.

5.1.4

In the case of a successful claim, the full rental amount, less a USD 70 administration fee shall be refunded to the tenant.

5.1.5

Other costs which might occur in relation to a relevant event shall not be reimbursed by NOVASOL pursuant to the cancellation protection product. It is recommended that the tenant gets in contact with his or her travel agency or insurance company regarding obtaining relevant insurance.
Any questions relating to the cancellation protection product shall be directed to NOVASOL.

The following shall apply to NOVASOL's No Risk Guarantee in case of unemployment or a new job with a new employer:

5.2.1

In order for the No Risk Guarantee to be applicable, the following conditions shall apply:
a. The tenant is affected by involuntary unemployment; or
b. The tenant has no possibility of going through with the holiday in the period booked due to a new job with a new employer.

5.2.2

The No Risk guarantee shall only apply if NOVASOL receives documentation of the relevant event, see clauses 5.2.1.a and b, no later than 8 days before the commencement of the rental period.

5.2.3

If the No-Risk guarantee becomes effective, the tenant may choose:
a. To transfer the rental agreement to a third party with no additional costs; or
b. To cancel the booking and receive a full refund of the rental amount against payment of an administration fee of USD 70.

5.2.4

If the homeowner cannot put the holiday home at the tenant's disposal as agreed due to insolvency, NOVASOL's No Risk Guarantee shall automatically become effective and in such cases, wherever possible NOVASOL will offer an alternative holiday home to the tenant.

5.2.5

If the alternative house that is being offered to the tenant is cheaper, the tenant will have the difference in the price refunded.

5.2.6

The No Risk Guarantee cannot be claimed in the event of force majeure.

The following shall apply to NOVASOL's Money Back Guarantee:

5.3.1

The Money Back Guarantee shall only apply to holiday homes with an indoor swimming pool. The money shall only be paid in those cases where the holiday home has such serious defects which cannot be remedied immediately, that the usage of the holiday home is reduced by a significant degree, e.g. because the swimming pool cannot be used or the heating system in the holiday home is out of order.

5.3.2

The following conditions shall apply in order to make the Money Back Guarantee applicable:
a. The tenant shall complain immediately during the stay in the holiday home;
b. NOVASOL has not been able to remedy the defect within 24 hours after the tenant complained; and
c. Such defects cannot be attributed to the tenant.

5.3.3

The Money Back Guarantee shall apply from the day on which NOVASOL receives the complaint and for the rest of the rental period.

5.3.4

If the Money Back Guarantee becomes effective, the tenant may choose:
a. To vacate the holiday home and receive a proportionate share of the rent refunded, equalling the remaining days of the rental period; or
b. To be offered a replacement house for the remainder of the rental period. If the replacement house that is being put at the tenant's disposal is cheaper, the tenant will have the difference in the rental price refunded. The difference is estimated proportionately in line with the remaining part of the rental period.

5.3.5

If the Money Back Guarantee becomes effective, the tenant shall not pay for the final cleaning when vacating the original holiday home.

5.3.6

The Money Back Guarantee may not be asserted in case of force majeure.

The following conditions shall apply to NOVASOL's Best Price Guarantee:

5.4.1

The Best Price Guarantee may be claimed only if the holiday home in question can be booked for the same period and on the same rental conditions, but at a lower price in the same currency through an alternative brochure or an alternative website in the tenant's home country.

5.4.2

If the Best Price Guarantee becomes effective, the tenant will receive a refund for the price difference.

5.4.3

The Best Price Guarantee may not be claimed if the price difference is due to tax or fee increases or exchange rate fluctuations.

6. Cancellation/changes

6.1

Cancellation can only be made in writing and shall only apply from the day on which NOVASOL receives it.

6.2

If a booking is cancelled due to matters that are not covered by NOVASOL's Security Package, see clause 5, the following fees will be charged:

6.2.1

If the holiday home is for more than 14 persons, the following charges shall apply:
a) From the day of the booking and until 70 days before the commencement of the rental period 25% of the total rental amount.
b) From 69 days before the commencement of the rental period 100% of the total rental amount.

6.2.2

For other holiday homes, the following amounts shall be charged:
a) From the day of the booking and until 70 days before the commencement of the rental period 10% of the total rental amount (however, no less than USD 70).
b) From 69 to 40 days before the commencement of the rental period 25% of the total rental amount (however, no less than USD 70).
c) From 39 days before the commencement of the rental period 100% of the total rental amount.
If NOVASOL does not receive a written cancellation, the full rental amount shall be due even if the rented holiday home is not used. The fee will be rounded up to whole amounts in USD.

6.3

If the holiday home is rented out to someone else and at the full rental price, the fees mentioned in clause 6.2.1 and 6.2.2 may be reduced to a fee of 25% of the total rental amount or USD 70, whichever is greater.

If the holiday home is not rented out to someone else or if the holiday home is not rented out at the full price, the fees mentioned in clause 6.2 shall apply.

6.4

The cut-off time for the days mentioned in clauses 6.2.1 and 6.2.2 shall be the immediately preceding midnight.

6.5

If the tenant can place another tenant in its place for the same period and at the same price, NOVASOL shall accept a change of name for a fee of USD 70. Notification to NOVASOL must be in writing. The fee will be removed if the matter is covered by NOVASOL's No Risk Guarantee.

6.6

To the greatest extent possible, NOVASOL shall allow a tenant to amend their booking to an alternative holiday home until the 40th day before the commencement of the rental period for a fee of USD 70 and any difference in price between the original holiday home and the new holiday home. Any amendment of the original booking on and after the 40th day before the commencement of the rental period shall be regarded as a cancellation (see the above conditions).

7. Energy, water and telephone settlement

7.1 Energy and water

In holiday homes where the energy and water consumption is not included in the rental amount (see the symbols by each house description), and where there is no coin machine, a predefined amount per person that the house is rented to will be fixed or a water and electricity form will be given to the tenant together with the key. Alternatively the form will be placed at a visible place in the holiday home. The meter reading shall be written on that form immediately upon arrival for all forms of consumption that will be used, whether it is water, electricity, heating, gas or any other consumption. The electricity meter does not show decimals, i.e. the meter shows whole kWh. Any red figures are also whole kWh. Following the tenant's departure, the tenant, the homeowner or NOVASOL's employees will read the electricity meter again, and this reading shall form the basis for settling the energy consumption. In the period 1 November – 31 March, the holiday home will be preheated to approx. 15 degrees if the holiday home has been reserved no later than three days before the commencement of the rental period. In the period 1 November – 31 March, the tenant's or the homeowner's readings shall apply, while NOVASOL's readings shall apply in the period 31 March – 31 October. Indoor swimming pools that are available in the rented week are heated.

This is an inherent part of the high standards of these houses. Additional expenses (electricity, oil) for the heating of the swimming pool are therefore to be expected; the price varies depending on the time of year, the water temperature and the size of the swimming pool. The water temperature is approx. 24°C on arrival (however, this does not apply to bookings made less than 3 days before arrival). Outdoor swimming pools cannot be expected to be heated and may not be used all year. For further information, see "Worth Knowing" in the brochure or on our website.

7.2 Telephone

Use of the telephone, if any, will also be settled on departure. The amount will be settled together with any energy costs.

8. Deposits and payments on account for consumption costs

According to the homeowner's wishes, amounts due under the rental agreement shall, in certain cases, also include a payment on account for the consumption costs and in certain cases also a deposit. The consumption costs and the deposit shall be charged along with the rent or shall be payable in cash when the tenant picks up the key. The payment on account of the consumption costs serves to secure the costs for energy consumption, telephone etc. The deposit serves as security for the homeowner in case of any damage to the rented premises or the lack of or an insufficient final cleaning. If a deposit is charged, the size of the deposit depends on, amongst others, the size of the holiday home, its amenities and equipment, the duration of the rental period and the purpose for which the holiday home is being rented. If the tenant has entered into an agreement for the rental of additional equipment, e.g. a boat with an engine, directly with the homeowner and beyond the agreement which has been entered into with NOVASOL as the intermediary, the tenant may be charged an additional deposit.

The size of the payment on account for the consumption costs and the deposit is stated on the rental agreement, in the brochure and/or on our website. Settlement of the payment on account for the consumption costs and the deposit shall occur no later than three weeks after the tenant's departure from the holiday home. Any damage and/or shortfall of a final cleaning plus a management fee will be deducted before repayment of the deposit. If the value of the above total exceeds the amount of the deposit or if the consumption costs are higher than the amounts invoiced on account, the tenant will be invoiced the additional amount.

In case of a youth group, see 2.2, or in case of a rental period of the holiday home for more than 14 days or in case the holiday home is being rented for a purpose other than a holiday, NOVASOL on behalf of the homeowner, the homeowner or their representative shall be entitled to charge an increased deposit of up to USD 600 per person for the number of persons that the holiday home may be rented to, and payment may be charged for one or more final cleanings, depending on the duration of the rental period.

9 Final cleaning

The tenant shall leave the house tidy and thoroughly cleaned. The tenant shall be particularly aware of cleaning the refrigerator, freezer, stove, oven, grill, and sanitary installations. The holiday home shall always be vacated in a condition in which the tenant would like to receive it. A final cleaning can normally be ordered from NOVASOL or the homeowner on payment of a fee. Because of the responsibilities towards the homeowner, the tenant shall not be allowed to let any third party do the cleaning. The costs for the lack of or for an insufficient final cleaning or if the holiday home is left in a disorderly state, shall be invoiced to the tenant. If the final cleaning is included in the rental price or the tenant has ordered final cleaning, this will not exempt the tenant from the obligation to do the dishes, empty the refrigerator, clean the oven and the outdoor grill and tidy up in and around the holiday home before departure. In case of a youth group, see clause 2.2, the homeowner or its representative shall be entitled to require the tenant to pay for a compulsory final cleaning, and in case of a rental period of more than 21 days, the homeowner or its representative shall be entitled to require the tenant to pay for a compulsory cleaning after 14 days and each week after that.

10. Damage

The tenant shall treat the rented premises in a responsible manner, and the tenant must return the rented premises in the same condition as they were received. The tenant shall be liable to the homeowner for any damage to the holiday home and/or its inventory/furniture/appliances or facilities committed during the rental period by the tenant or others who were given access to the rented holiday home by the tenant. If the tenant is responsible for minor damage to or the disappearance of inventory/furniture/appliances or facilities in the holiday home, NOVASOL shall cover up to USD 150 per rental period if the tenant completes the claim report available in the holiday home or on back on the electricity form. Damage to the holiday home and/or its inventory made during the rental period must be reported to NOVASOL, the homeowner or its representative immediately. Any claim by the homeowner in respect of damage done during the rental period, whether such damage has been reported by the tenant or whether it has been otherwise ascertained, can be made up to 14 days from the end of the rental period, unless the tenant has acted negligently.

Between each rental period, the homeowner and/or NOVASOL will conduct a review during which any defect or damage to the holiday home and/or its inventory and also any lack of or insufficient cleaning will be established.

11. Defects, complaints and remedy

If the tenant, when taking over the holiday home, observes insufficient cleaning, damage to or defects of the holiday home, the tenant should file a complaint immediately. Complaints regarding the cleaning should be reported immediately. Complaints regarding damage or defects should also be reported as soon as possible and no later than 72 hours from the commencement of the rental period or from the finding of the defect or damage. Complaints should be made to the homeowner, its representative or NOVASOL's local office. When contacting NOVASOL outside its normal business hours, the hotline number +45 97 97 57 57 may be used for assistance. The tenant should ensure he obtains the name of the NOVASOL employee handling the complaint. Emails may not be used for complaints during the stay. The tenant shall endeavour to avoid worsening any damage, defect or fault and shall contribute to keeping any loss as small as possible for the homeowner and for NOVASOL. In case of a complaint, the tenant shall grant NOVASOL a reasonable time limit to remedy or repair any defect or damage. Early departure from the holiday home before the end of the rental period without prior agreement of NOVASOL shall be at the tenant's own expense and risk. The tenant risks not being able to terminate the rental agreement and also risks losing the right for compensation or a price reduction if the tenant makes it impossible for NOVASOL to remedy or repair any damage or to offer a relocation to a different holiday home.

NOVASOL reserves the right to remedy any complaint by relocating the tenant to a different holiday home of a similar price and quality where possible. This decision shall be made at NOVASOL's discretion. If, in the tenant's opinion, the complaint reported does not lead to a satisfactory solution during the rental period, the complaint should be forwarded in writing to NOVASOL to review and investigate further no later than 28 days after the end of the rental period.

Written complaints shall be directed to:

NOVASOL A/S, attn: Customer Care, Virumgårdsvej 27, DK-2830 Virum, or via email to: kundeservice@NOVASOL.dk. NOVASOL will at all times seek to fulfill any specific wishes but it cannot guarantee that special requests will be honoured.

Any liability for damages shall only include direct, financial damage. Neither NOVASOL nor the homeowner can be made liable for any indirect damage (consequential damage) or any damage of a non-financial character (non-pecuniary loss).

12. NOVASOL as the intermediary

NOVASOL is the intermediary for the renting of holiday homes and is not the owner of these. All contractual and legal responsibilities and obligations shall therefore rest with the homeowner alone. NOVASOL shall safeguard the homeowner's interests in connection with the completion of the booking. If, contrary to NOVASOL's expectations, a booking cannot be completed due to reasons beyond NOVASOL's control, e.g. due to sale by order of the court or due to the homeowner's breach of contract or similar, NOVASOL shall be entitled to cancel the booking, and the rent which has already been paid by the tenant shall be refunded by NOVASOL immediately. However, as an alternative and at NOVASOL's own discretion, NOVASOL is entitled to offer the tenant another similar holiday home in the same area and at the same price.

13. Jurisdiction

In case of disagreement, the case shall be brought in the jurisdiction area, where the holiday home is located and shall be resolved according to Danish law, which is agreed between the parties.

14. Extraordinary events

14.1

If the completion of the tenancy is made impossible or difficult to a significant degree due to events/ force majeure, e.g. war, natural disasters, pollution disasters, drought, other extraordinary weather conditions, epidemics, the closing of borders, traffic conditions, the interruption of currency trading, strikes, lockouts and similar force majeure which were not foreseeable at the time when the rental agreement was entered into, NOVASOL and the homeowner shall be entitled to cancel the rental agreement as neither the homeowner nor NOVASOL can be held liable in the above cases. In the case of force majeure, NOVASOL shall be entitled to retain all amounts paid to NOVASOL by the tenant.

14.2

Neither the homeowner nor NOVASOL can be held liable for cases of insect attacks in the holiday home or on the property, nor for theft, damage to or similar circumstances relating to the tenant's property.

15. Further information

15.1

In the event of any conflict with these booking conditions and any other written agreement made between the tenant and NOVASOL, these booking conditions shall prevail.

15.2

The holiday homes are subject to availability.

15.3

NOVASOL is not liable for any picture and printing errors.

15.4

NOVASOL has communicated all information in the brochure and on our website as accurately as possible. As the holiday homes are privately owned, changes might occur in the information given. NOVASOL shall not be responsible for such changes.

15.5

NOVASOL's brochures shall apply to all rental periods with the arrival date in the period 07.01.2017 – 13.01.2018.

15.6

Bookings of a holiday home based on NOVASOL's current brochure or website for a period which begins after 13.01.2018 shall be on the conditions stated on the website which will be available no later than January 2018. NOVASOL reserves the right to amend its booking conditions from time to time and any amended booking conditions will be published on the website.

15.7

Any business use of our brochures or websites, including any reproduction in whole or in part, is prohibited under the current legislation.

15.8

We recommend reading the "Worth Knowing" section on our website as this forms part of the rental agreement.

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NOVASOL's brochure is printed on environmentally friendly paper.

NOVASOL Brochure Production