

# Rental Terms

**Fincallorca holiday homes** – If you are booking a Fincallorca holiday home, the terms below should be read in conjunction with Annex 1.

## PREAMBLE

We are Awaze A/S (“we”, “our”, “us”), Virumgårdsvej 27, 2830 Virum, Denmark, CVR: 17 48 45 75. We operate under a number of brands, including NOVASOL and James Villas. The holiday home is not owned by us, but by a third party (the “Homeowner”). We make the holiday home available to you, the tenant, in our own name but on behalf of the Homeowner for the Homeowner’s benefit and risk. The Homeowner gives us the right to sell the rental of the holiday home in our own name. The rental of the holiday home is always subject to these rental terms, which, together with the booking confirmation, form the rental agreement (“Agreement”). You must be at least 18 years old to make a booking. Please read these rental terms and, if you make a booking, the information made available to you in your account on our website.

## 1. RENTAL PERIOD

Before arrival at the holiday home, you will be given instructions on how to collect the keys. The arrival and departure times shown in your account on our website or in the booking confirmation are always valid. The key can normally be collected at a time later than that stated, provided an agreement for later collection has been made in advance and you pay any agreed fees. 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 over on receipt of full payment in accordance with the rental terms and by presenting the original booking confirmation and photo identification.

## 2. THE HOLIDAY HOME

### 2.1 Use of the holiday home

Unless otherwise agreed with us, the holiday home may not be used for any purpose other than that of a holiday. If we or the Homeowner suspect that acts are being committed that are contrary to applicable law, our guidelines, public order or decency, we and/or the Homeowner have the right to gain access to the holiday home. If the suspicion is confirmed, we have the right to terminate the Agreement and to expel the person(s) in question from the holiday home with immediate effect and without refund of the rent.

### 2.2 Number of guests

At any one time, the holiday home and its grounds may be occupied (by which is to be understood staying overnight, although daytime guests are welcome) by no more than the

number of people (including children of any age) stated on our website and in the Agreement. It is forbidden to pitch tents or to park caravans or similar on the grounds of the holiday home. If more than the maximum number of people are staying in the holiday home, or if you have pitched tents or parked caravans or similar on the grounds of the holiday home, we and/or the Homeowner are entitled to ask the extra people to leave the holiday home without notice. If you do not comply with this request within 12 hours, the Agreement is terminated, and all occupants are obliged to leave the holiday home with immediate effect, without further notice and without refund.

### 2.3 Group composition

We primarily arrange the rental of holiday homes to families and couples. Youth groups must inform us at the time of booking that they are a youth group. We consider a youth group to be at least 6 persons who are predominantly under 21 years of age, although the age limit can be higher for certain houses, which will be specified in the house description on our website. We or the Homeowner have the right to refuse a group and to terminate the Agreement without refunding the rent if this information is not given at the time of booking. Other restrictions on group composition may apply and will be stated in the house description on our website. You must comply with any restrictions or requirements stated in the house description.

### 2.4 Size, plot and interior of the holiday home

The square metres stated in the house description are the external dimensions of the holiday home. As most holiday homes are second homes owned by private homeowners, they are decorated and furnished to suit the tastes and preferences of the individual Homeowner. The layout, furnishings and standards may not be as you would expect in your main home. Beds may be smaller; the hot water tank may have a smaller capacity; and cupboard space may be minimal. The holiday home grounds are often natural areas (“nature plot”) of heathland, tall grass, wild meadows etc. The presence of insects and mice is inevitable in rural areas. Where it is stated that the holiday home is fenced, this does not mean that the fence can be closed to allow pets to roam freely. The year of refurbishment stated in the house description may refer to partial refurbishment.

### 2.5 Pets and allergies

Some holiday homes do not allow pets. However, neither we nor the Homeowner can guarantee that pets have not been in the holiday home on previous occasions or that the Homeowner does not have pets. Neither we nor the

Homeowner accept any responsibility for any allergic or asthmatic reactions suffered by you because of pets having been in any of the holiday homes.

## **2.6 Noise**

Occasionally, you may experience unexpected noise from construction sites, neighbours, traffic, etc. Neither we nor the Homeowner can be held responsible for unexpected noise.

## **2.7 Internet**

Internet is an extra service provided by the Homeowner to you for pleasure and not for business purposes. Access is subject to availability and network conditions. Internet access must be used in accordance with relevant laws.

## **2.8 No smoking**

Smoking is not permitted inside the holiday home. This does not mean that there has never been any smoking in the holiday home. A fee of EUR 400 will be charged for any breach of the smoking ban. If the damage caused by smoking exceeds the fee, we will be entitled to charge you the actual cost of cleaning.

## **2.9 Boats**

If the Homeowner makes a boat available to you free of charge, you, as the borrower, are responsible for the use, safety and due care of the boat. Before using a boat, you are obliged to acquaint yourselves with all applicable laws and regulations in the area and to follow them as well as any instructions given by us or the Homeowner. It is your responsibility to ensure that everyone wears a life jacket and neither we nor the Homeowner are obliged to provide you with life jackets. Children under the age of 16 must be accompanied by an adult. Neither we nor the Homeowner can be held responsible for accidents, damage or injuries related to the use of a boat.

## **2.10 Swimming pools, jacuzzies or similar facilities**

You are responsible for any use of the swimming pool, jacuzzi or similar facilities and must follow any instructions from the Homeowner or us. Excessive use of the swimming pool, jacuzzi or similar facilities is not recommended. Children under the age of 16 are not permitted in the pool area without adult supervision. Outdoor swimming pools might not be heated and may not be available all year.

## **2.11 Charging of electric vehicles**

The charging of electric vehicles is only permitted if the holiday home is equipped with a charging station as charging from a normal outlet can cause overheating, damage to the electrical installations and potentially fire. For holiday homes where energy consumption is included in the rental price, you are

charged a fee if you wish to use the charging station, see the symbols in the house description on our website.

## **2.12 Houseboats**

You are obliged to acquaint yourselves and comply with applicable national regulations and local rules, which apply to the area in which the houseboat is located. Failure to do so may be a criminal offence. You must also comply with any specific instructions given by us or the Homeowner. In particular, we draw your attention to the individual houseboat descriptions on our website for our mobile houseboats, which contain additional requirements.

## **3. PRICES AND PAYMENTS**

### **3.1**

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

### **3.2**

We will send you an email with a link to your account on our website immediately after the booking has been made. The link will contain payment information, and the rental documents can be downloaded.

### **3.3**

The rental amount will be charged by us in one or two instalments, see details below. Advance payments do not constitute deposits. Unless otherwise stated, all prices are indicated in Euro per house per week.

### **3.4**

We are sometimes obliged to collect local taxes from you prior to your arrival at the holiday home and prices usually include applicable taxes. If it is not possible to include taxes in the price at the time of booking, we are entitled to include local taxes due in the rental amount subsequently charged to you.

### **3.5**

Unless otherwise stated on our website, the rental amount is exclusive of consumption of water, electricity, oil, gas, heating (including any firewood) and the like (see clause 7 below).

### **3.6 For bookings made 56 days or more before the start of the rental period, the following payment conditions apply:**

- a.** The first instalment of the total rental amount shall be due immediately and must be received by us no later than 2 days after the booking has been made.
- b.** The second instalment, which amounts to the remaining of the rental amount, shall be due and must be received by us no later than 42 days before the start of the rental period.

The exact amounts for the first and second instalments will be stated before you make the booking and will appear on the rental agreement.

### **3.7 For bookings made later than 55 days before the start of the rental period,** the following conditions apply:

The total rental amount is due immediately and must be received by us no later than 1 day after the booking has been made.

### **3.8**

You may be charged a booking fee at the time of booking. This fee is non-refundable in the event of cancellation. The amount will be displayed during the booking and payment process.

### **3.9**

Failure to comply with the payment terms will be considered a breach of contract and we will be entitled to terminate the Agreement (without notice if no notice is possible). Termination of the Agreement shall not relieve you of the obligation to pay any amounts due and the provisions regarding cancellation in clause 6 shall apply.

## **4. PRICE INCREASES ETC.**

### **4.1**

In the event of price increases, due to exchange rate fluctuations, change of the national currency by the country of the holiday home, increases of or the introduction of new taxes, we are entitled to increase the rental amount charged to you proportionately.

### **4.2**

In the event of price increases in consumption costs or other variable costs, we are entitled to increase the price of the relevant costs charged to you accordingly.

## **5. SECURITY PACKAGE**

When you book a holiday home through us, the booking is automatically covered by the Security Package, which includes Cancellation Protection, No Risk Guarantee and Best Price Guarantee.

### **5.1 Cancellation Protection**

#### **5.1.1**

Cancellation Protection applies if you can no longer use your booking, or using it has become significantly more difficult due to any of the following qualifying reasons:

- a.** where the persons stated in the 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 a doctor or anything of a similar character. An acute illness is a newly acquired serious illness (since the time of booking), a well-founded suspicion of a newly acquired serious illness or an unexpected deterioration in an existing illness or chronic condition.

- b.** where, immediately prior to the start of the tenancy, your private home has been substantially damaged by fire or burglary, or an illegal strike has taken place in a business owned by you.

#### **5.1.2**

Cancellation Protection conditions:

- a.** You must notify us in writing of the qualifying reason no later than 24 hours after the onset of the qualifying reason, and we must be notified of the cancellation no later than 12 noon on the arrival day specified in the Agreement.
- b.** We must receive proof of the qualifying reason, such as a doctor's certificate, death certificate or police report, no later than 3 days (72 hours) from the time of notification. The cost of any such certificate, report or statement shall be borne by you.

If the deadlines specified are not met, the Cancellation Protection will not apply.

#### **5.1.3**

You are covered from the time of the booking until 12 noon on the day the rental period begins. There is no cover after the start of the rental period.

#### **5.1.4**

In the event of a successful claim, you will be refunded the full rental amount less an administration fee of EUR 95.

#### **5.1.5**

Other costs that may be incurred in relation to a relevant event will not be reimbursed by us under the Cancellation Protection. It is recommended that you contact your insurance company to take out relevant insurance.

#### **5.1.6**

Cancellation Protection cannot be invoked in the event of force majeure and/or extraordinary events or circumstances.

### **5.2 No Risk Guarantee**

#### **5.2.1**

The No Risk Guarantee applies if you can no longer use your booking, or using it has become significantly more difficult due to one of the following qualifying reasons:

- a.** You are affected by involuntary unemployment which occurs after the booking is made; or

- b.** You have been hired in a new position with a new employer after the booking is made.

### 5.2.2

No Risk Guarantee conditions:

We must receive documentation of the qualifying reason at least 8 days after the event has occurred and at the latest 8 days before the start of the rental period. If the deadlines specified are not met, the No Risk Guarantee will not apply.

### 5.2.3

If the No Risk Guarantee becomes effective, you may choose to:

- a.** Transfer the Agreement to a third party at no additional cost; or
- b.** Cancel the booking and receive a full refund of the rental amount on payment of an EUR 95 administration fee.

### 5.2.6

The No Risk Guarantee cannot be invoked in the event of force majeure and/or extraordinary events or circumstances.

## 5.3 Best Price Guarantee

### 5.3.1

We guarantee the best price for our holiday homes. This means that if you find the same holiday home can be booked for the same period at a lower price in the same currency on an alternative website in your home country, we will refund you the price difference.

### 5.3.2

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

## 6. CANCELLATION/CHANGES

### 6.1

The 14-day cooling-off period does not apply to these rental terms.

### 6.2

Cancellation can only be made through your account on our website or in writing and is only valid from the day it is received by us.

### 6.3.1

If a booking is cancelled due to matters that are not covered by the Security Package (see clause 5), the following fees will apply:

### 6.3.2 If the holiday home sleeps 14 people or less:

- a.** From the date of booking until 43 days before the start of the rental period: 25% of the total rental amount, regardless of the size of the first instalment payment, minimum EUR 95.
- b.** From 42 days before the start of the rental period: 100% of the total rental amount.

### 6.3.3 If the holiday home sleeps more than 14 people:

- a.** From the date of booking until 70 days before the start of the rental period: 25% of the total rental amount, regardless of the size of the first instalment payment,
- b.** From 69 days before the start of the rental period: 100% of the total rental amount.

If we do not receive a cancellation via your account on our website or in writing, the full rental amount is due even if the rented holiday home is not used.

### 6.4

The cut-off time for the days referred to in clause 6.3 shall be immediately preceding midnight.

### 6.5

If you can find another tenant in your place for the same period and at the same price, we will accept a transfer of the booking to another tenant for a fee of EUR 95. We must be notified in writing. The fee will be waived if the matter is covered by the No Risk Guarantee.

### 6.6.1

If we or the Homeowner can facilitate a change to the booking that you request, you will be asked to pay a fee of EUR 95. A change can be requested up to 42 days before the start of the rental period. Please note, that we are not obliged to accept changes to bookings.

### 6.6.2

Any change to the original booking on or after the 42nd day before the start of the rental period will be considered a cancellation, see clause 6.3, followed by a new booking.

## 7. CONSUMPTION

### 7.1 Consumption costs

You shall pay for energy consumption during the whole rental period, even if you have not used the holiday home during the whole period. For holiday homes where the energy and water consumption is not included in the rental amount (see the house description on our website), a pre-determined amount per person on the booking will be charged, or the consumption will be charged according to use on the basis of either digital or manual meter readings done by either us, the Homeowner or

by you. If you are asked to read the meters, meter reading shall take place immediately after the start of, and again at the end of, the rental period, whether consumption of water, electricity, heating, gas, or any other. For holiday homes in Denmark without digital meter reading, your or the Homeowner's readings will be used for the period 1 November – 31 March. The consumption costs will be settled in local currency upon departure or invoiced to you after your stay. You will find the details specific to your booking in your account on our website.

## **7.2 Pre-heating**

During the cold months (1 November – 31 March) some holiday homes are pre-heated to approx. 15 °C before arrival. Most indoor swimming pools are pre-heated to approx. 24 °C. In both cases, pre-heating is not possible if the holiday home is booked less than three days before arrival. Extra costs (electricity, oil, etc.) for heating the swimming pool are to be expected.

## **8. SECURITY DEPOSIT**

### **8.1 Payment of deposit**

You may be charged a security deposit. The deposit serves as security for us and the Homeowner for any amount due by you, such as, but not limited to, any damage to the holiday home, the lack of or insufficient final cleaning by you or consumption costs. The security deposit is collected either with the payment of the rent or in cash upon handover of the keys. If a deposit is required, the amount of the deposit depends on, amongst others, the size of the holiday home, its amenities and the average consumption costs. The amount of the security deposit is stated on our website.

### **8.2 Settlement of security deposits**

Settlement of the security deposit shall be made no later than 4 weeks after the end of the rental period. Any damage, lack of or insufficient cleaning, consumption plus a management fee will be deducted before the deposit is refunded. If the value of the above total exceeds the amount of the deposit, you will be invoiced for the additional amount. If no deposit has been paid, we, the Homeowner, or their representative will send an invoice for damages, lack of or insufficient final cleaning and consumption after the rental period, unless the payment has been settled in cash on departure.

### **8.3 Increased deposit**

Certain groups may be charged increased deposits. This includes, but is not limited to, youth groups (see clause 2.3), a group of more than 6 persons (other than families and couples), groups renting the holiday home for more than 14 days or groups renting the holiday home for a purpose other than a holiday, which is possible only on our explicit prior

agreement. We, the Homeowner, or their representative shall be entitled to charge an increased deposit of up to EUR 475 per number of persons the holiday home can accommodate.

## **9. CLEANING**

### **9.1 Final cleaning**

For some holiday homes you have the option of doing the final cleaning yourself. You must leave the holiday home tidy and thoroughly cleaned and in the condition that you wish to find it. Alternatively, a final cleaning can normally be ordered from us or the Homeowner for a fee. You are not allowed to leave the cleaning to a third party. If the final cleaning is not carried out or is carried out inadequately, or if the holiday home is left in a disorderly state, you will be charged. If the final cleaning is included in the rental price or you have ordered a final cleaning, this does not exempt you from doing the dishes, emptying the dishwasher and fridge, cleaning the oven and outdoor grill and tidying up in and around the holiday home before you leave.

### **9.2 Extra mandatory cleaning**

In the case of a youth group (see clause 2.3) or where the holiday home is rented for any purpose other than a holiday, we, the Homeowner or their representative shall be entitled to require you to pay for a compulsory final cleaning and, in the case of a rental period of more than 21 days, we, the Homeowner or their representative shall be entitled to require you to pay for a compulsory cleaning after 14 days and every week thereafter.

## **10. DAMAGE**

You must treat the holiday home responsibly and return it in the same condition as you received it. You will be liable for any damage to the holiday home and/or its inventory, furniture, appliances or facilities caused by you or any other person to whom you have given access to the holiday home. Any damage to the holiday home and/or its inventory made during the rental period must be reported immediately to us, the Homeowner or their representative. If you are liable during the rental period for minor damage, the value of which is no more than EUR 135, we will waive the claim for compensation provided that you have not paid a deposit. If the value of the damage exceeds EUR 135, we will not waive the claim for compensation. Any claim for damage done during the rental period, whether reported by you or otherwise, must be notified to you within 4 weeks of the end of the rental period, unless you have been negligent.

## **11. DEFECTS, COMPLAINTS AND REMEDY**

### **11.1 Complaints during stay**

If you find the holiday home to be insufficiently cleaned, damaged or defective on arrival, you should make a complaint

immediately, as the holiday home will otherwise be deemed to have been handed over to you in good order and you will lose the right to make a claim. Complaints about cleaning should be made immediately. Complaints about damage or defects should be made as soon as possible and no later than 72 hours after the start of the rental period or the discovery of the defect or damage. Complaints should be made to the Homeowner, their representative, or our customer service. To contact us, please refer to our website. During the stay, complaints must be made by telephone.

### 11.2 Remedy

You must endeavour to avoid aggravating any damage, defect or fault and shall mitigate any loss to us and the Homeowner as far as is reasonable. We and/or the Homeowner are entitled to remedy any defect or fault. In the event of a complaint, you must give us a reasonable period of time to remedy or repair any defect or damage. Early departure from the holiday home before the end of the rental period without our prior consent is at your own expense and risk. We reserve the right, at our own discretion, to remedy any complaint by relocating you to another holiday home of a similar price and quality, if possible. You risk not being able to terminate the Agreement and risk losing the right to compensation or a reduction in price if you make it impossible for us to remedy or repair any damage or to offer a relocation to another holiday home.

### 11.3 No solution was found during your stay

If, in your opinion, your complaint has not been satisfactorily resolved during the rental period, the complaint should be submitted in writing to us for consideration and further investigation no later than 14 days after the end of the rental period. Written complaints should be sent to: Awaze A/S, Attn: Customer Service, Hedeager 44, DK-8200 Aarhus N, or by email to [customerservice@novasol.com](mailto:customerservice@novasol.com).

Any liability for damages is limited to direct, financial losses. Neither we nor the Homeowner can be held liable for any indirect damage (consequential damage) or any damage of a non-financial nature (non-pecuniary loss).

### 11.4 Dispute resolution

If it has not been possible to reach a solution after your stay, you can submit your complaint about a holiday home in Europe to the Board of Appeal. This is a private, authorised appeals board established by the Danish Consumer Council and the Danish Holiday Home Association that we are a member of. Read more at [www.feriehusklage.dk](http://www.feriehusklage.dk) or contact: Board of Appeal of the Danish Holiday Home Association, Vandkunsten 3, 3., 1467 Copenhagen K, Denmark. If you live in the European Economic Area, you can also use the European Commission's ODR (Online Dispute Resolution) platform, [ec.europa.eu/odr](http://ec.europa.eu/odr), to lodge a complaint.

## 12. US AS THE INTERMEDIARY

The holiday home is not owned by us but by the Homeowner. We are the party that makes the holiday home available to you on behalf of the Homeowner for the Homeowner's benefit and risk. If, contrary to our expectations, a booking cannot be completed due to reasons beyond our control, e.g., due to sale by court order or due to the Homeowner's breach of contract or similar, we shall be entitled to cancel the booking, and any rent already paid shall be refunded immediately. Alternatively, and at our discretion, we are entitled to offer you another similar holiday home in the same area and at the same price.

## 13. JURISDICTION

In the event of a dispute, the case must be brought before the court in the area where the holiday home is located and will be decided according to Danish law as agreed between the parties.

## 14. EVENTS BEYOND OUR CONTROL

### 14.1 Force majeure

If we and/or the Homeowner are prevented or significantly hindered from fulfilling our obligations under the Agreement due to events of force majeure and/or other extraordinary events or circumstances, including but not limited to war, natural disasters, pollution disasters, drought, other extraordinary weather conditions, epidemics, pandemics, quarantine measures, the closing of borders or geographical areas, food shortages and/or rationing, traffic conditions, the interruption of currency trading, strikes or lockouts, or cyber-attacks, and regardless of whether or not these events of force majeure and/or other extraordinary events or circumstances were foreseeable at the time of booking, we and/or the Homeowner shall be entitled to cancel the Agreement and neither we nor the Homeowner shall be liable for the non-performance of the Agreement. In the case of force majeure and/or other extraordinary events or circumstances, we are entitled to reimbursement by you for all costs incurred, hereunder the amount we are obligated to pay the Homeowner and any relevant third-party platforms as well as our own expenses associated with the booking, subject to a minimum of EUR 95.

### 14.2 Other circumstances

Neither we nor the Homeowner can be held liable for changes in circumstances that are not related to the holiday home itself, just as neither we nor the Homeowner can be held liable for loss of enjoyment during the holiday stay as a result of such circumstances, including but not limited to factors such as roadworks or construction work near the holiday home, power cuts, closure of shops, facilities etc., changes in opening hours, changes in swimming opportunities, including a ban on



swimming, changes in fishing rights and weather conditions, including but not limited to floods, forest fires and drought. Neither we nor the Homeowner can be held responsible for cases of insect infestation in the holiday home or on the property nor for theft of or damage to your property or similar circumstances.

## **15. SEVERABILITY**

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

## **16. FURTHER INFORMATION**

### **16.1**

Travel agencies, third party platforms and other booking agents cannot enter into agreements that differ from our rental terms at the time of booking. Any changes to the Agreement will only be valid if made in writing by us. If you enter into a special written agreement with us, which deviates in one or more respects from these rental terms, the unaffected terms remain in force.

### **16.2**

We do not sell package holidays or linked travel arrangements.

### **16.3**

These rental terms only apply to the rental of the holiday home. If you choose to purchase any additional services or products, or if you are provided with any additional services or products, such as tickets for a water park, an amusement park or something similar, these additional services or products are the subject of a separate agreement between you and the Homeowner or the provider of the additional service/product.

### **16.4**

The holiday homes are subject to availability.

### **16.5**

We have communicated all information on our website as accurately as possible. As the holiday homes are privately owned, the information provided may be subject to change. We are not responsible for such changes.

### **16.6**

We are not liable for any picture or printing errors. Any commercial use, including any reproduction in whole or in part, or copying of the marketing material on the website or elsewhere is prohibited according to applicable law.

## **17. Privacy**

### **17.1**

Please see our Privacy Notice on our website which explains how we will process your personal information. By submitting your personal information to us you understand our use of the information in the ways set out in our Privacy Notice, including sharing your personal information with the Homeowner for the purposes of the provision of the booking.

### **17.2**

We may record telephone calls for monitoring and training purposes where this is permitted. In the event of a dispute with us, we reserve the right to review any recorded calls with us.

## **ANNEX 1: FINCALLORCA HOLIDAY HOMES**

If you are making a booking of a Fincallorca holiday home, the Rental Terms listed above apply except to the extent that the terms of this Annex conflicts, in which case this Annex prevails for Fincallorca holiday home bookings. This Annex does not apply to any properties that are not Fincallorca holiday homes (whether a holiday home is a Fincallorca holiday home will be clear on the holiday home's advertisement).

## **1 FINCALLORCA'S ROLE**

- a) When you book a Fincallorca holiday home, Fincallorca GmbH (c/o WeWork Gerhofstraße 1-3 20354 Hamburg, Germany), Commercial Register: HRB 41090, Amtsgericht Bielefeld and hereafter in this Annex "Fincallorca") is responsible for arranging the booking, but not for the provision of the Fincallorca holiday home rental itself. The Preamble and clause 12 of the Rental terms are expressly modified accordingly.
- b) When you book a Fincallorca holiday home with Fincallorca, Fincallorca acts only as agent, and you are entering directly into a legally binding contract with the Fincallorca Homeowner with respect to renting the Fincallorca holiday home, not Fincallorca. Fincallorca will not be a party to that contract.
- c) When you book a Fincallorca holiday home with Fincallorca, you also enter into a contract with Fincallorca, but this is only for booking services.
- d) Fincallorca, as agent, accepts no legal responsibility for any contract you enter with the Fincallorca Homeowner, or for the acts or omissions of any Fincallorca Homeowner or anyone representing or employed by them in relation to your booking. Fincallorca cannot accept any liability for any problems or faults with or in any Fincallorca holiday home, which are solely under the control of the Fincallorca Homeowner. Fincallorca's responsibilities to you are limited to making the booking in accordance with these Rental Terms and your instructions and processing

- any amendments to or cancellation of the booking. To the extent the Rental Terms apply any liability on Fincallorca for the Fincallorca holiday home / its provision, this Annex places such liability on the Fincallorca Homeowner.
- e) Fincallorca may delegate certain of its obligations under these Rental Terms to affiliated entities including Awaze A/S. Awaze A/S (trading as NOVASOL) will handle aspects of your booking for Fincallorca, including collecting payment and arranging bookings via third party partners on behalf of Fincallorca Homeowners.
  - f) Fincallorca is authorised to act on behalf of the Fincallorca Homeowner to enforce these Rental Terms. For example, if you do not pay the rental amount on time, Fincallorca is entitled (either directly or through its affiliates) to cancel your booking on behalf of the Fincallorca Homeowner.
  - g) Payment for the Fincallorca holiday home provision is accepted on behalf of the Fincallorca Homeowner, though Fincallorca charges certain fees on its own behalf, for services it provides directly to guests. The price you pay includes payment to Fincallorca for the products described in clauses 5 (cancellation protection) and 10 (minor damage compensation) of the Rental Terms, which are provided by Fincallorca.
- f) Nothing in this section will affect your legal rights or any right you may have to bring legal proceedings against a Fincallorca Homeowner.
  - g) Clause 11 of the Rental Terms is expressly modified accordingly.

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## 2 COMPLAINTS AND LIABILITY

- a) If you have a complaint about Fincallorca's booking services, you must let Fincallorca know immediately in writing and in any event before you travel. Unfortunately, Fincallorca cannot accept any legal responsibility if you do not let it know what is wrong and allow it an opportunity to respond to you.
- b) As the contract for the provision of the Fincallorca holiday home is between you and the Fincallorca Homeowner, any complaints you have about the Fincallorca holiday home should be made directly to the Fincallorca Homeowner.
- c) If you cannot contact the Fincallorca Homeowner or their representative, or if you are unhappy with their response, you may contact Fincallorca, but you must do so as soon as possible, with full details of your complaint and the Fincallorca Homeowner's response (if any).
- d) If you want Fincallorca to, Fincallorca will use reasonable endeavours to liaise with the Fincallorca Homeowner on your behalf to attempt to resolve any unresolved complaints.
- e) As Fincallorca acts only as an agent for the Fincallorca Homeowner, it cannot accept any legal responsibility for your complaint. If Fincallorca helps to resolve a complaint, it is doing so as an agent only and has no legal responsibility to you for any refund or compensation.