

# Rental Terms

We recommend that you read and observe the terms and conditions of rental carefully, as well as the terms and conditions for booking and payment. If you do not observe the terms and conditions, you may lose your rights to the holiday home, without being released from your obligation to pay to **NOVASOL**.

Current terms of rental apply for those rental agreements made through the rental agency (**NOVASOL**) between the tenant and the owner of the holiday home.

Any agreement between the tenant on the one side and **NOVASOL** on the other side which changes, modifies or cancels these terms of rental or other information as stated in **NOVASOL**'s terms and conditions, must be made in writing to have any validity. Any such changes do not result in other terms and conditions of rental, either individually or as a whole, becoming invalid.

## Number of guest

The holiday home and accompanying ground area must not be occupied by more people than the number stated in the catalogue or on the rental agreement. This number includes children, no matter what their age. The only exception to this condition is for holiday homes, where it is possible to bring one extra child (under 4 years) at no extra charge. Our sales personnel can inform you of this possibility, when you book.

## Prices and payment

The rental charge is to be paid according to the terms stated in **NOVASOL**'s terms and conditions. The tenant declares that he/she has read and understood the current terms and conditions of rental, when he/she pays the first instalment.

The rental charge is excl. use of electricity, gas, heating, fire wood and water unless otherwise stated in the catalogue, internet and/or price lists. In Croatia all costs are included in the rental price.

## Taxes and currency

In the case of price increases, increased taxes and charges and changes in exchange rates, **NOVASOL** is entitled to increase the rental price accordingly, if clearly documented. Should the currency of the country in which the holiday home is situated, or the currency used by **NOVASOL** to settle accounts for the holiday home, change in accordance with the currency used in the catalogue, internet and/or price lists for payment of the tenancy after rental has been agreed and before the start of the rental period, then the rental price may be increased with the same percentage that the currency

has increased compared to that used since the catalogue, internet and/or the price list was printed.

This does not give the tenant the right to cancel the rental agreement.

## Cancellation and alteration of tenancy

A rental agreement which has been entered into cannot be cancelled and/or changed by the tenant.

The tenant has a right to make a cancellation upon payment of the following charges. Please note, the insurance premium is not refundable.

Up to 70 days before the start of the holiday period:  
10% of the total rental (minimum DKK 400.00 / approx EUR 50.00) plus the insurance premium.

69 - 42 days before the start of the holiday period:  
25% of the total rental (minimum DKK 400.00 / approx EUR 50.00) plus the insurance premium.

Less than 42 days before the begin of the holiday period: 100% of the total rental plus the insurance premium.

A cancellation is considered as having been made on the day that **NOVASOL** (or **NOVASOL**'s agent) receives the cancellation in writing.

A change of holiday home and/or holiday period can be made up to 42 days before the start of the holiday period upon payment of DKK 300.00 (approx EUR 40.00)

## Cancellation insurance in the case of illness

In addition to the rental **NOVASOL** will charge a compulsory cancellation insurance of 4%. Only those people named on the booking form are covered by the insurance.

## What does the insurance cover?

The insurance covers that part of the rental which is not refunded by **NOVASOL** on cancellation of the booking in situations where the insured is prevented from going through with the booking, or where going through with the booking is made extremely difficult:

1.1.1 as a result of a death, acute illness, serious injury which needs hospitalisation, bed rest ordered by a doctor or something comparable, of a spouse, live-in partner, children, parents, in-laws, grandchildren, siblings, grandparents or travel companions.

## Acute illness

Acute illness which is covered by the insurance is a new illness, a well founded suspicion of a new, serious illness or an unexpected worsening of an existing or chronic illness.

1.1.1 because immediately before the start of the holiday period, there has been considerable damage due to fire or a break-in at the insured's private residence, or a fire, break-in or unofficial strike at the insured's company.

## 1.2 Special conditions:

It is a condition of the insurance cover, that **NOVASOL** receives proof in the form of a doctor's certificate, death certificate or police report.

## 1.3 Insurance period.

The insurance covers from the time it is drawn and until 12 noon on the first day of the holiday period.

## How do you make a cancellation?

It is a condition for obtaining a refund, that cancellation is made to **NOVASOL** (or **NOVASOL**'s agent) no later than 12.00 (12 noon) on the first day of the holiday period. Under any circumstances, **NOVASOL** (or **NOVASOL**'s agent) must be informed immediately and the rental agreement returned together with a doctor's certificate showing a diagnosis. Any fee for the doctor's certificate is to be paid by the insured. **NOVASOL** is entitled to request further examination by a doctor of their choice and at **NOVASOL**'s expense. In the case of serious injury, confirmation from the hospital or the treating doctor is required. In the case of a death, a copy of the front of the death certificate is required. In the case of fire or a break-in, a copy of the police report is required.

When cancellation is made due to illness or accident, the insured must pay 10% of the total rental (minimum EUR 50.00) plus the cancellation insurance premium and, maybe, an administration charge

If cancellation is made for reasons other than those mentioned above, the conditions in paragraph 5 apply. The paid insurance premium is not refundable. Any questions regarding the cancellation insurance can be directed to **NOVASOL**. Should the case not be settled satisfactorily, you can contact:

Europaeiske Forsikring A/S  
Attn: Skadeafdelingen  
Vesterbrogade 84  
DK-1790 Copenhagen V  
Denmark  
Tel: (+45) 33 25 25 25 (between 09.00 and 16.00 (9 a.m. – 4 p.m.))

Should a satisfactory solution not be found with Europæiske Rejseforsikring, you can contact the Board of Appeal for Insurance, Ankenævnet for Forsikring, Anker Heegaards Gade 2, DK-1572 Copenhagen V, tel.: (+45) 33 15 89 00 (between 10.00 and 13.00 (10 a.m. – 1 p.m.)). Cancellation insurance is drawn with Europæiske Rejseforsikring A/S.

### Arrival at the holiday home

Where nothing else is stated in the catalogue, internet on price lists or in the rental agreement, the rental period runs from the first day 16.00 (4 p.m.) to the last day 10.00 (10 a.m.).

You should arrive at the holiday home on the first day for the holiday period before 19.00 (7 p.m.), unless otherwise stated in the rental agreement. Arrival at a later time should be agreed in good time with NOVASOL's branch office. NOVASOL cannot be held responsible, should late arrival make it impossible to gain access to the holiday home on the first day of the holiday period.

### Deposit

For holiday homes in Denmark, a deposit is paid when the key is collected, the size of which depending on the value of the holiday home. This deposit acts as security for the holiday home being passed on in a clean and presentable state and as an on-account payment for electricity.

A larger deposit is paid for holiday homes with an indoor swimming pool.

You can be charged the deposit plus Euro 100.00 extra per person, when the holiday is rented to youth groups, people under 20 years and in connection with Christmas and New Year rentals.

A corresponding security is paid for holiday homes outside Denmark. This deposit is often paid in the country's own currency (most often in Euro in countries in eastern Europe). The deposit can vary according to the destination and holiday home. As a general rule, deposits are paid in cash.

The paid deposit/on-account payment for electricity, etc. is returned to the tenant - minus any charge for electricity used, etc. - on departure or is sent at latest 3 weeks from the end of the rental. The deposit will be returned, minus any charges, on condition that the holiday home is passed on in a clean and presentable state, without damages, and that the tenant does not owe further amounts to the owner or the agent. The tenant's liability for charges and damages is maintained even though the value exceeds the amount paid in deposit/on-account.

### Deficiencies, compensation and assistance

It is the responsibility of the tenant to inform the house owner or NOVASOL immediately of any fault, or within

72 hours after taking over the holiday home/becoming aware of a fault.

Should contact with NOVASOL not result in the fault being corrected and/or repaired, the tenant should contact NOVASOL hotline on telephone (+45) 97 97 57 57. In such a situation, the tenant has a duty to obtain the name of the NOVASOL's employee to whom they make their complaint.

In claims of compensation, the tenant is obliged to give NOVASOL reasonable time to correct and/or repair any fault. NOVASOL is not liable to pay compensation should the tenant leave the holiday home without informing NOVASOL of any fault and/or without giving NOVASOL reasonable time to correct and/or repair any fault, or to give NOVASOL the possibility of moving the tenant to another holiday home.

In connection with any claim for compensation, NOVASOL reserves the right to help transfer the tenant to another holiday home of equal quality and price. This decision will be taken at NOVASOL's discretion.

Should any claim for compensation not be settled satisfactorily, in the opinion of the tenant, during the rental period, any further claim/complaint must be made in writing to NOVASOL within 14 days after the end of the rental period.

NOVASOL cannot accept any claim for compensation based on the fact that other tenants have been placed in a better holiday home than the one described in the catalogue or on internet. NOVASOL will always try to meet any special wishes, such as the situation of the holiday home, etc., but can give no guarantees.

NOVASOL's liability for compensation covers only direct economic loss. NOVASOL cannot be held responsible for any loss/damage as a result of a fault or loss/damage of a non-economic nature.

### Responsibilities of the tenant

The tenant has a responsibility to treat the holiday home with respect, in so far as the tenant is responsible for any damage which he/she or any member of his/her party causes. Where nothing else is stated in the rental agreement and/or in price lists, the tenant has a duty to leave the holiday home in a clean and presentable state. The tenant has a duty to wash up, empty fridge, freezer and dustbin before departure, even though the tenant has booked the final cleaning service, or where the final cleaning service is compulsory.

The tenant is responsible for personal and physical damage during the rental period for which he/she already is - or can be - insured for. The tenant has a duty to ensure that him/herself and any accompanying persons do not bother or annoy neighbours to the holiday home or surrounding area. Should the tenant or accompanying person behave in an inappropriate and unacceptable manner, NOVASOL or the owner reserve

the right to annul the rental agreement immediately and without warning. In such a situation, NOVASOL has no obligation to repay all or part of the rental price.

### Responsibilities of the agent

NOVASOL functions as an agent and is therefore responsible for bringing about a contact between the tenant and the owner of the holiday home. The agent's liability is limited to damages/losses caused intentionally or by gross negligence.

All NOVASOL's information in its catalogues, internet and/or price lists is based on our viewing of the holiday homes and areas, and information from the owners and administrators. NOVASOL does its utmost to be correct and objective in its information, but as catalogues and price lists are produced approximately 1 year before entering rental agreements, there can be changes to which NOVASOL has no knowledge and which they cannot be held responsible for.

In the case of breach of contract on the part of the owner, errors in forwarding/booking, the catalogue, internet or such like, NOVASOL reserves the right to return any payments paid, or to substitute the holiday booked with another of equal quality and price. Should the substituted holiday home be cheaper than that originally booked, the difference will be refunded.

NOVASOL is not liable for any changes which do not affect the holiday home directly, (e.g. swimming possibilities at the beach, fishing rights, the introduction or increase of local taxes and charges, the closing of roads, shops, etc., road and building construction, environmental damage, etc.). Likewise, NOVASOL is not liable for changes in weather conditions or local bylaws regarding bathing, lack of water, the closing of swimming pools, etc., which may reduce the enjoyment of your holiday. NOVASOL is not responsible for the failure or breakdown of any of the holiday home's installations, for the blocking of drains and sewage systems or for the presence of insects or other pests.

In the interests of future developments, we reserve the right to make amendments without prior notice. Errors and omissions excluded.

### Terms and conditions of force majeure

The tenant is not freed from the responsibility of payment due to personal circumstances or force majeure (war, strike, block, catastrophe of nature, etc.) preventing the tenant from exercising the use as per rental agreement. NOVASOL can immediately annul the rental agreement if the holiday home is not available due to force majeure.

### The Danish legal system

The venue is Copenhagen, Denmark.

# Endorsement to the compulsory cancellation insurance

Below are **NOVASOL's** insurance conditions. As soon as you take out a compulsory cancellation insurance through **NOVASOL**, the below insurance conditions shall apply. **NOVASOL's** rental agreement is your proof for having taken out insurance.

Please note: The below premiums only apply to the day when the booking of a **NOVASOL** holiday home is taking place. Each coverage is only valid if it appears from your rental agreement and assumes the compulsory cancellation insurance.

Premium overview	HRK	HRK	HRK	HRK	HRK	HRK	HRK
Rental price per lease	Up to 1.500	Up to 3.500	Up to 5.500	Up to 11.000	Up to 18.500	Up to 26.000	More than 26.000
Endorsement to the compulsory cancellation insurance & contents and liability insurance, premium per lease	45	55	75	85	100	105	140

## GENERAL CONDITIONS

### 1. Endorsement to the compulsory cancellation insurance

#### What does the insurance cover?

The insurance shall cover that part of the rental price excluding insurance premiums that **NOVASOL** does not return when the lease is being cancelled. This shall apply to cases where a stay in the holiday home is made impossible or made difficult to a high degree.

#### 1.2 Which losses does the insurance cover?

The cancellation insurance shall cover the following circumstances:

- If the insured or his/her: spouse, cohabitant, children, parents, parents-in-law, children-in-law, grandchildren, siblings, grandparents, sisters-in-law, brothers-in-law or travelling partners pass away or are befallen by acute illness or serious injuries requiring hospitalisation or bedrest ordered by the doctor or anything ranked alongside any of the before-mentioned.  
Acute, coverable illness means a newly discovered illness, a substantiated suspicion of a new, serious illness or an unexpected impairment of an existing or chronic disease.
- If serious damage has happened to the insured's private home because of fire or burglary or in case of fire, burglary or a wildcat strike in the insured's own company immediately before the holiday.

#### 1.3 In case of fire – requirements for documentation

It is a condition for the insurance coverage that **NOVASOL** receives proof of the insurance event, i.e. a doctor's statement, death certificate or police report.

#### 1.4 Period of insurance

The insurance shall cover from the day that the insurance was taken out until the insured moves into the holiday home.

#### 1.5 In case of loss

##### How do you cancel?

It is a condition for the repayment that **NOVASOL** (or **NOVASOL's** travelling agent) has been informed of the cancellation no later than noon on the day of the arrival. Under all circumstances, the tenant shall inform **NOVASOL** (or **NOVASOL's** travelling agent) immediately and return the rental agreement together with a doctor's statement with a diagnosis. **NOVASOL** shall be entitled to demand an additional examination by a doctor of **NOVASOL's** own choice and at

their own expense. The fee for the doctor's statement shall be paid by you. In case of an injury, verification from the hospital or the treating doctor is required. In case of death, a copy of the death certificate's first page shall be sent in. In case of burglary or fire, a copy of the police report shall be sent in.

### 2. Contents and liability insurance

Besides from the coverage under the cancellation insurance which is not subject to damage excess, the insurance shall also cover:

#### 2.1 The extent of the coverage:

The insurance shall cover the liability which the insured incurs for damage inflicted by him/her to the contents of the rented holiday home during the period of insurance under the lease agreement, including damage to fixed glass and sanitary fixtures.

#### 2.2 Exclusions

No compensation shall be paid for:

- Fair wear and tear, scratches, soiling or gradual deterioration.
- Theft committed by the insured or his/her guests.
- Liability for damage deliberately inflicted.
- Liability for damage inflicted by the insured under self-induced intoxication or under self-induced influence of narcotic substances or other drugs when the influence constitutes an essential contributory factor to the damage.
- Damage inflicted by dogs or other pets.
- Bicycles or sea vessels, including windsurf boards, rowboats, canoes, kayaks and belonging items.
- Cosmetic damage to sanitary fixtures including whirlpools and hot tubs.
- Damage to swimming pools and the water in the swimming pools.

#### 2.3 Amount insured

The insurance shall cover up to EUR 6,800 for damage to contents inflicted during the insurance period.

#### 2.4 Excess

An excess of EUR 135 shall be paid per damage.

#### 2.5 Assessing the compensation

- The compensation for total loss to contents shall be assessed according to the following principles: The compensation for items which are less than 2 years old and which were intact before the damage shall be the replacement cost for a similar new item. The compensation for items which are more than 2 years old shall be

assessed based on the replacement cost for similar new items less 10 % per year or fraction of a year from the time when the item was bought. The minimum compensation for these items shall be 20 % of the reinstatement value.

- The company shall be entitled to have damaged items repaired or pay an amount which shall equal the depreciation.
- The company shall be entitled but not obligated to make compensation in kind.

#### 2.6 Recognition of a claim for damages

The company shall only be obligated to pay for costs which have been incurred with the approval of the company. The insured's recognition or payment of a claim for damages shall not bind the company. By recognising the claim for damages, the insured risks having to pay himself/herself.

#### 2.7 Claims procedure

In all cases, the insured shall immediately report the damage to **NOVASOL** and enclose necessary documentation. The insurance does not cover costs which are covered by another insurance.

#### 2.8 Subrogation

If a loss is covered by a property insurance, the liability to pay damages for the person causing the loss shall be removed under the Danish Liability for Damages Act, thereby making the liability insurance coverage be removed as well unless the damage has been inflicted wilfully or grossly negligently.

#### NOTE:

When an accident occurs, notice shall be immediately given to **NOVASOL**, Søvej 2, 6792 Romø, Denmark. Questions concerning "the endorsement to the compulsory cancellation insurance" shall be directed to **NOVASOL**. If the matter is not solved satisfactorily, please contact:

Europæiske Rejseforsikring A/S  
Attn.: Skadeafdelingen  
Vesterbrogade 84  
DK - 1790 Copenhagen V

Phone no: +45 33 25 25 25  
(9 am-1 pm), GMT