

# Terms of Rental 2016

CUENDET is a trade name for NOVASOL AS, Denmark

The rental agreement that you enter into with CUENDET as the agent has been entered into between you as the tenant and the owner of the holiday home as the letter. These terms of rental shall apply to the rental agreement that has been entered into between the owner of the holiday home and the tenant and with CUENDET as the agent. CUENDET shall function only as the agent and shall be liable only as such. The rental of the holiday homes that CUENDET is an agent for shall always be subject to the following terms and conditions that constitute the contractual basis between the holiday home owner and the tenant together with "Worth Knowing". Supplements to the rental agreement shall only be valid if they appear in writing. If you choose to buy supplementary services to the contract or should you be given additional/extra services to the contract, such as tickets to a waterpark, an amusement park or the like, these services will represent an agreement between you as the tenant and the owner of the holiday home or the facilitator of the service. These services are not subject to the rental conditions regulating the contract between the tenant and CUENDET only.

## Preamble

Before the beginning of the holiday in the holiday home, the tenant receives a rental agreement containing i.a. travel directions and an exact indication of the place to find the key to the holiday home. On the day of the booking of the holiday home, the tenant must have turned 18. For travels consisting of youth groups, the tenant of the holiday home must have turned 21 on the day the holiday home is being booked.

## 1. Rental Period

The arrival and departure times stated on the rental agreement shall be applicable at any time. The rental documents contain information of the time on which the holiday home is ready for arrival. The holiday home must always be vacated no later than 10 a.m. on the day of departure. The key will normally only be handed out if the full rent has been paid and upon presentation of the original rental agreement.

## 2. The holiday home

### 2.1 The size of the holiday home

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 persons stated in the catalogue, on the Internet and in the rental agreement. That number includes children regardless of their age. Exempted are houses with the option of bringing one additional child (less than 4 years old) without additional payment. This option may be stated by the sales team when the holiday home is being reserved and will also appear from the house information which can be seen on the Internet. If the house or the property is being occupied by more persons than the maximum number allowed, the holiday home owner or CUENDET shall be entitled to dismiss the additional persons without notice. If the tenant does not comply with this dismissal within 12 hours from the announcement of the dismissal, the holiday home owner and/or CUENDET shall be entitled to terminate the rental agreement with immediate effect and to dismiss all occupants without further notice and with no refund of the rent.

CUENDET primarily provides holiday homes to families and couples. Youth groups, meaning at least 6 persons who are primarily under 21, are naturally welcome as well, but such groups shall announce themselves as a youth group no later than at the time when the rental agreement is entered into. CUENDET or the holiday home owner shall be entitled to reject a group if the announcement that the party is a youth group has not been made well in advance before the beginning of the tenancy.

### 2.3 Tents and caravans

It is prohibited to pitch tents or have caravans or the like on or by the holiday home property. The holiday home owner or CUENDET shall be entitled to demand such removed immediately. If the tenant does not comply with such instructions immediately, the holiday home owner and/or CUENDET shall be entitled to terminate the rental agreement with immediate effect and to dismiss all occupants 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 holiday home owner nor CUENDET can guarantee that there have been no pets in the house on prior occasions or that the holiday home owner does not have pets. CUENDET assumes no responsibility for the tenant's allergic reactions in any of the holiday homes.

### 2.5 Noise

Also in holiday home areas, tenants may unexpectedly experience noise from construction sites, traffic or the like. Neither the holiday home owner nor CUENDET can be held accountable for noise nuisances.

### 2.6 Boat

If the holiday home owner 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 statutory equipment is present during use of the boat. Agreements regarding rent of the boat from the holiday home owner or any third party are irrelevant to CUENDET. If the use of the boat requires a statutory, maritime licence or the like, the tenant shall be responsible for bringing such licence and for presenting it if so requested.

All persons who use the boat shall wear fitted life jackets. The tenant shall be responsible that everybody uses the life jackets, and neither the holiday home owner nor CUENDET 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 holiday home owner or CUENDET 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 holiday home owner nor CUENDET 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 holiday home owner or CUENDET relating to the use of a swimming pool if the holiday home contains one. The tenant shall be responsible for any use of the swimming pool. Children may not be present in the pool area without the supervision of an adult.

## 3. Prices and payments

Unless otherwise stated, all prices are stated in EURO (€) per house per week.

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

When the tenant's reservation has been registered, CUENDET will send a confirmation of the reservation, and the rental amount will be charged in one or two instalments, see below. The rental agreement will be forwarded when the entire rental amount has been paid. If the tenant has chosen electronic documents (E-docs), an e-mail with a link to "My Booking" will be forwarded immediately following the reservation. The link will contain information about payment, and the rental documents can be downloaded after full payment. If the tenant pays with a credit card, the rental documents will be available immediately after the booking has been made.

### 3.1

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

The second instalment which amounts to the remaining amount of 75 % shall fall due no later than 42 days before the commencement of the rental period and has to reach CUENDET no later than at that time.

### 3.2

For reservations made later than 55 days before the commencement of the rental period, the following conditions shall apply:

The total rental amount shall fall due immediately and has to reach CUENDET no later than 3 days after the reservation has been made.

If the terms of payment are not complied with, this shall be regarded as a breach of contract, and CUENDET 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 rent, and the situation shall be regulated according to the provisions regarding cancellation in clause 6. Unless otherwise stated in the catalogue, on the Internet and/or in the pricelist, the rental amount is exclusive of electricity, oil, gas and the like and also of heating (including any firewood) and water.

## 4. Taxes, currency and tourist taxes

Against clear documentation, CUENDET shall be entitled to increase the rent proportionately in case of price increases, increased taxes, fees and foreign exchange rate fluctuations.

If the currency of the country in which the holiday home is located or if the currency in which the holiday home is settled by CUENDET changes compared to the currency which is used for the tenant's payment in accordance with the catalogue, the Internet and/or the price list, the rent may be increased with the same percentage with which the currency used has been increased since the printing of the catalogue and/or the pricelist.

This situation shall not make the tenant entitled to cancel the rental agreement.

## 5. CUENDET's Security Package including Cancellation Insurance – No Risk Guarantee in case of unemployment and new appointment – Money Back Guarantee – Best Price Guarantee

When the tenant reserves a holiday home from CUENDET, the tenant shall automatically be covered by CUENDET's Security Package which is included in the price.

With the Security Package, CUENDET seeks to offer the tenant the best possible security when the holiday home is rented through CUENDET.

The following conditions shall apply to the cancellation insurance:

**5.1.1** The insurance 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, a substantiated suspicion of a newly acquired and 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 because of fire, burglary or a strike in contravention of the collective agreement in the tenant's own company.

**5.1.2** The cancellation insurance cover shall depend on the following conditions:

**a.** The tenant shall inform CUENDET of the illness no later than 24 hours after the occurrence of the illness, either in writing or by telephone, and CUENDET must have been notified of the cancellation no later than at noon on the day of arrival stated in the rental agreement.

**b.** CUENDET 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 the doctor's statement shall be paid by the tenant.

**5.1.3** The tenant shall be covered 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 by early departure due to any of the above conditions.

**5.1.4** In case of a coverable incident which has been documented to CUENDET, the full rental amount less € 50 shall be refunded to the tenant.

**5.1.5** Other costs which might occur in relation to a coverable incident shall not be covered. It is recommended that the tenant gets in contact with his or her travel agency or insurance company regarding insurances.

Any questions relating to the cancellation insurance shall be directed to CUENDET.

The following shall apply to CUENDET's No Risk Guarantee in case of unemployment and new appointment:

**5.2.1** In order to make the No Risk Guarantee 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 appointment.

**5.2.2** The No Risk guarantee shall only apply if CUENDET receives documentation of the coverable incident, 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 tenancy and receive a full refund of the rental amount against payment of an administration fee of € 50.

**5.2.4** If the holiday home owner cannot put the holiday home at the tenant's disposal as agreed due to insolvency, CUENDET's No Risk Guarantee shall automatically become effective and in such cases, CUENDET shall put a different holiday home at the tenant's disposal, if possible.

**5.2.5** If the replacement house that is being put at the tenant's disposal is cheaper, the tenant will have the difference in the rent refunded.

**5.2.6** The No Risk Guarantee cannot be asserted in the event of force majeure.

The following shall apply to CUENDET'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 to 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 and during the stay in the holiday home,

**b.** CUENDET has not remedied the defect within 24 hours after the tenant complained, and

**c.** The situation is not ascribable to the tenant.

**5.3.3** The Money Back Guarantee shall apply from the day on which CUENDET 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 have a replacement house put at his or her disposal. 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 proportion to the remaining part of the rental period.

**5.3.5** If the Money Back Guarantee becomes effective, the tenant shall not pay for the end 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 CUENDET's Best Price Guarantee:

**5.4.1** The Best Price Guarantee may be asserted if the booked holiday home can be booked in the same period and on the same conditions but at a lower price in the same currency but through a different catalogue or on an Internet portal provided 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 asserted if the price difference is due to tax or fee increases or exchange rate fluctuations.

## 6. Cancellation/changes

**6.1** Cancellation shall be made in writing only and shall only apply from the day on which CUENDET receives it.

**6.2** If a rental period is being cancelled due to matters that are not covered by CUENDET'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 € 50).
  - b) From 69 to 40 days before the commencement of the rental period 25% of the total rental amount (however, no less than € 50).
  - c) From 39 days before the commencement of the rental period 100 % of the total rental amount.

If CUENDET does not receive a written cancellation, the full rental amount shall fall due even if the rented holiday home is not used. The fee will be rounded up to whole amounts in EURO.

**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.c may be reduced to a fee of 25 % of the total rental amount, however, no less than € 50.

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 and 6.3 shall be the immediately preceding midnight.

**6.5** If the tenant can place another tenant in its place in the same period and at the same price, CUENDET shall accept a change of name against payment of a fee of € 50. Notification to CUENDET shall be in writing. The fee will be removed if the matter is covered by CUENDET's No Risk Guarantee.

**6.6** To the greatest extent possible, CUENDET shall accept a rebooking of the original rental agreement until the 40th day before the commencement of the rental period against payment of a fee of € 50.

Any rebooking of the original rental agreement on and after the 40th day before the commencement of the rental period shall be regarded as a cancellation (see the above conditions) followed by a new reservation.

## 7. Energy and telephone settlement

### 7.1 Energy

In holiday homes where the energy 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 an electricity slip will be given to the tenant together with the key, or the slip will be placed at a visible place in the holiday home. The meter reading shall be written on that slip immediately upon arrival. 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, CUENDET's employees 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 reading shall apply, while CUENDET's reading shall apply in the period 1 April – 31 October. Indoor swimming pools that are available in the rented week are heated. This is a natural 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 reservations 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 catalogue or on the Internet.

### 7.2 Telephone

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

## 8. Deposits and payments on account for consumption costs

According to the holiday home owner's wishes, completion of the rental agreement shall in certain cases depend on a payment on account for the consumption costs and in certain cases also a deposit. The consumption costs and the deposit shall be charged on payment of the rent or 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 and the like. The deposit serves as security of the holiday home owner's interests 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 i.a. 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 on the rental of additional equipment, e.g. a boat engine, directly with the holiday home owner and beyond the agreement which has been entered into with CUENDET as the agent, 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 catalogue and/or on the Internet.

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 lack of a final cleaning plus a management fee will be deducted before repayment of the deposit. If the value of the above set-off 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 exceeding 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 different purpose than holiday, CUENDET, the owner of the holiday home or its representative shall be entitled to charge an increased deposit equalling £ 400 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 house shall always be vacated in a condition in which the tenant would like to receive it. A final cleaning can normally be ordered from CUENDET or the owner of the holiday home against payment. Because of the responsibilities towards the owner of the holiday home, 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 shall be invoiced to the tenant.

An ordered final cleaning will not exempt the tenant from the obligation to do the dishes, empty the refrigerator and tidy up in and around the holiday home before departure. In case of a youth group, see clause 2.2, the owner of the holiday home or its representative shall be entitled to require compulsory final cleaning, and in case of a rental period of more than 21 days, the owner of the holiday home or its representative shall be entitled to require 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 except ordinary wear and tear. The tenant shall be liable to the holiday home owner for any damage to the holiday home and/or its inventory inflicted 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 personal property, CUENDET shall cover up to € 135 per rental period if the tenant signs the claim report available in the holiday home. Damage to the holiday home and/or its inventory inflicted during the rental period must be reported to CUENDET, the holiday home owner or its representative immediately. Any complaint because of damage inflicted during the rental period will, if such defect has been reported or it can be ascertained through ordinary attention, be asserted within three weeks from the end of the rental period unless the tenant has acted fraudulently. Between each rental period, the holiday home owner and/or CUENDET will conduct a control 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, damages or defects of the holiday home, the tenant shall file a complaint immediately. Complaints regarding the cleaning shall be filed immediately. Complaints regarding damages or defects shall be filed 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 shall be made to the owner of the holiday home, its representative or CUENDET's local office. When contacting CUENDET outside its normal business hours, the hotline number +45 97 97 57 57 may be used for further information. The tenant shall ensure to get the name of the CUENDET employee handling the complaint. Emails may not be used for complaints during the stay.

The tenant shall contribute to the avoidance of worsening any damage, defect or fault and shall contribute to keeping any loss as small as possible for the holiday home owner and for CUENDET.

In case of a complaint, the tenant shall grant CUENDET 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 with CUENDET 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 as the tenant makes it impossible for CUENDET to remedy or repair any damage or to offer a relocation to a different holiday home.

CUENDET reserves the right to remedy any complaint by relocating the tenant to a different holiday home of a similar price and quality if possible. This decision shall be made at CUENDET's discretion.

If, in the tenant's opinion, the complaint filed does not lead to a satisfactory solution during the rental period, the complaint shall be forwarded in writing to CUENDET for further handling no later than 14 days after the end of the rental period.

Written complaints shall be directed to:

NOVASOL AS, attn: Customer Care, Søjvej 2, DK - 6792 Røme or via email to [kundeservice@NOVASOL.dk](mailto:kundeservice@NOVASOL.dk)

CUENDET will not accept complaints on the grounds that other tenants received a better holiday home than what is described in the catalogue. CUENDET will at all times seek to fulfil any specific wishes, e.g. regarding the location of the holiday home etc, but no guarantees are offered.

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

## 12. CUENDET as the agent

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

## 13. Venue

The venue shall be the judicial district in which the holiday home is located, and the legislation of the country in question shall apply.

## 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, CUENDET and the holiday home owner shall be entitled to cancel the rental agreement as neither the holiday home owner nor CUENDET can be held liable in the above cases. In case of force majeure, CUENDET shall be entitled to have all paid costs which are connected to the cancellation of the tenancy, including booking costs, covered.

**14.2** Neither the holiday home owner nor CUENDET 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** If the tenant makes a special, written agreement with CUENDET which varies from the usual rental terms in one or more areas, CUENDET's other rental terms shall remain effective.

**15.2** The holiday homes are being rented out in the order that they are being reserved.

**15.3** CUENDET makes reservations for picture and printing errors.

**15.4** CUENDET has communicated all information in the catalogue and on the Internet as correctly as possible. As the holiday homes are privately owned, changes might occur in the information given. CUENDET shall not be responsible for such changes.

**15.5** CUENDET's catalogue shall apply to all rental periods with the arrival date in the period 9 January 2016 - 7 January 2017.

**15.6** Rent of a holiday home based on CUENDET's current catalogue for a period which begins after 7 January 2017 shall be on the conditions stated in the next catalogue which will be available no later than January 2017

**15.7** Any business use of this catalogue, including any reproduction in whole or in part, is prohibited under the current legislation.

**15.8** We recommend a reading of "Worth Knowing" in the catalogue and on our website [www.CUENDET.com](http://www.CUENDET.com) as this forms part of the contractual basis.

© Copyright October 2015

CUENDET's catalogue is printed on environmentally friendly paper.

CUENDET Catalogue Production

CUENDET is a member of the Association of Danish Holiday House Letters that has established a board of appeal handling complaints from tenants who were not able to find a satisfactory solution with the rental agency.

For further information, see [www.fbnet.dk](http://www.fbnet.dk)

or contact:

The Association of Danish Holiday House Letters

Amagertorv 9, 2

DK - 1160 København K

Email: [info@fbnet.dk](mailto:info@fbnet.dk)