The holiday home is not owned by NOVASOL but by a third party (“Homeowner”). NOVASOL acts as the holiday home agent on behalf of the Homeowner for the Homeowner’s benefit and risk. NOVASOL has an agreement with the Homeowner which gives NOVASOL the exclusive right to sell the rental of the holiday home. NOVASOL has no obligation to keep the holiday home available for tenants other than the Homeowner. The tenant shall be responsible for the holiday home at all times. The tenant shall keep the holiday home in good condition and shall repair all damages. The tenant or his/her group shall not make any changes to the holiday home without the Homeowner’s prior written consent. NOVASOL has no liability for damages or injuries resulting from use of the holiday home.

2.8 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 a swimming pool. NOVASOL has no liability for damages or injuries resulting from use of the swimming pool.

3. PRICES AND PAYMENTS

Unless otherwise stated, all prices are stated in Pound Sterling (£) per house per week. NOVASOL is sometimes obliged to collect local taxes from tenants after 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 the booking, NOVASOL shall be entitled to include local taxes due for payment by the tenant in the rental amount subsequently charged to the tenant. 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 installments by NOVASOL, see below. The rental voucher with the payment due date by NOVASOL shall be sent to the tenant before the holiday home has been paid, along with full collection details and travel directions. If the tenant has taken electronic documents (e-docs), NOVASOL will send an e-mail with a link to “My Booking” immediately after the booking has been made. The link will contain information about payment, and the rental documents can be downloaded as full payment has been made. If you are interested, the rental documents will be made available immediately after the booking has been made.

3.1 For bookings made 56 days or more before the beginning of the rental period, the following payment conditions shall apply:

The first installment of 25% of the total rental amount shall be due immediately and has to reach NOVASOL no later than 5 days after the booking has been made.

The second installment, 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 Agreement without notice but will, if possible, give notice of this to the tenant before termination. Termination of the 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

In the event the authorities increase or introduce new taxes, NOVASOL shall be entitled to increase the rental amount charged to the tenant proportionately. If requested by the tenant, NOVASOL shall provide written evidence that the increase is due to a change in the currency in the country where the holiday home is located, or if there is a change in the currency used by NOVASOL for invoices in relation to the holiday home as compared to the currency which is stated in the catalogue, on the internet and/or the pricelist as applicable to the tenant’s booking. The holiday home is not farmed out to any new tenant until the tenant has paid the full rental amount. The tenant is responsible for obtaining any additional licence and/or similar, the tenant shall be responsible for any additional licence and/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 for ensuring that everybody uses the life jackets. Neither NOVASOL nor the Homeowner 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 NOVASOL or the Homeowner relating to 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 NOVASOL nor the Homeowner can be held liable for accidents, damage or injuries relating to the use of the boat.
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 case of a successful claim, the full rental amount, less a £65 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;
- 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 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 £65.

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, notwithstanding 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, and in such cases the holiday home has to comply with 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, equalising 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 highest quotation 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 on 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 a request.

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 £65).

b. By £65 per day after the commencement of the rental period: 25% of the total rental amount (however, no less than £65).

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 holiday home is not used. The fee will be rounded up to whole amounts in GBP.

6.3 If the holiday home is rented out to someone else and at the full rental price, the fees mentioned in clauses 6.2.1 and 6.2.2 may be reduced to a fee of 25% of the total rental amount or £65, 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 6.2.2 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 £65. 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 If the greatest extent possible, NOVASOL shall always offer an alternative holiday home until the 40th day before the commencement of the rental period for a fee of £65 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: Where water, energy, electricity 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 available at a visible at a place in the holiday home. The reading of the water meter is taken as and when the form is filled immediately after the start of the tenancy 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 readings are also whole kWh. After the end of the tenancy, 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. The tenant shall pay for the energy consumed during the whole of tenancy, even if the tenant has not used the holiday home during the whole tenancy. 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/Guarantee’s readings shall be recorded on the meter. If the readings of NOVASOL are not identical to the tenant’s or the Homeowner’s/Guarantee’s readings, the difference in the meter readings shall be settled by the tenant, the Homeowner and the Guarantee which has been entered into with NOVASOL as the intermediary, the tenant may be charged an additional deposit.

7.2 Water: The tenant shall receive the water necessary for the purpose of the holiday, where the water consumption is not included in the rental amount (see the symbols by each house description), and where there is no coin machine, there will be a flat fee of £65 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).

7.3 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

8.1 A deposit is charged when the holiday home is being rented to the tenant or the Homeowner. When the holiday home is in use, the Homeowner, the tenant or its representative shall be entitled to charge an increased deposit of up to £400 per number of beds which the holiday home has available, 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 available for using the refrigerator, freezer, stove, oven, grill, and sanitation installations. The holiday home shall always be vacated in a condition in which you would like to receive it. A final cleaning can normally be ordered from NOVASOL or the Homeowner on payment of a fee and the tenant shall not be allowed to let a 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 2.2), or in case of groups of more than 6 people (other than families and couples), 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 the Homeowner or its representative shall be entitled to require a deposit of an amount equal to at least one week’s rental for the rest of the rental period or 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 and his representative or any other party for any damage caused during the rental period, or for the use of any facilities 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 small claims, NOVASOL will be charged up to 12% on the rental period on condition that the tenant, the Homeowner or the holiday home owner completes, signs and returns the claim report available in the holiday home or on back on the electricity form and on condition that the tenant has not paid a deposit, in which case NOVASOL does not cover the claim. 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, will be made within 4 weeks from the end of the rental period, unless the tenant has acted negligently. Between the rental period, NOVASOL and/or the Homeowner 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 as the holiday home will not be handed over to the tenant without problems and the tenant loses the right to make a complaint about the problem. 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 further specify whether the complainant is the Homeowner, 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 NOVASOL and for the Homeowner. NOVASOL and/or the Homeowner are entitled to remedy any defect or deficiency. 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. The tenant shall also bear all costs related to the service provider's costs to hand over the 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, Virumgårdevej 27, DK-2830 Virum, or via email to customerservice(a)novasol.com. NOVASOL will at all times seek to fulfil any specific wishes but is not obliged to grant these wishes. The complaint shall be handled within 21 days. Any liability for damage 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
The holiday home is not owned by NOVASOL but by the Homeowner. NOVASOL is the party broker, bringing the holiday home available to you on behalf of the Homeowner for the Homeowner’s benefit and risk. If, contrary to NOVASOL’s expectations, a booking cannot be completed due to reasons beyond NOVASOL’s control, e.g. due to sale by the owner 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 to NOVASOL shall be refunded by NOVASOL immediately. However, as an alternative and at NOVASOL’s 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 of force majeure, e.g. war, natural disasters, pollution disasters, drought, other extraordinary weather conditions, changes in market conditions, including a breakdown of currency trading, strikes, lockouts and similar force majeure which were not foreseeable at the time when the Agreement was entered into, NOVASOL and the Homeowner shall be entitled to cancel the Agreement as neither NOVASOL nor the Homeowner 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 NOVASOL nor the Homeowner can be held liable for changes to circumstances which are not concerned with the holiday home itself and are not under the tenant’s control or which cannot be held liable for loss of enjoyment during the holiday stay as a result of, for example, roadworks or construction work near the holiday home, closure of shops and so on – including changed opening times, chances to the opportunities to go swimming – including a prohibition on swimming, loss of fishing rights, weather conditions – including floods, forest fires, water shortage and other similar circumstances.

14.3 Neither NOVASOL nor the Homeowner can be held liable for cases of insect infestation in the holiday home and for the property, nor for theft, damage to or similar circumstances relating to the tenant’s property.

15. FURTHER INFORMATION
15.1 These booking conditions are subject to the rules on the right to cancellation.

15.2 In the event that the tenant enters into a special written agreement with NOVASOL which in one or more ways deviates from the usual terms of rental, the unaffected terms of NO- VASOL’s terms of rental shall remain in force.

15.3 The holiday homes are subject to availability.

15.4 NOVASOL is not liable for any picture and printing errors.

15.5 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.

15.6 NOVASOL’s booking conditions shall apply to all rental periods with an arrival date in the period 11.01.2020 – 09.01.2021.

15.7 Bookings of a holiday home based on NOVASOL’s current brochure or website conditions for a period which begins after 09.01.2021 shall be on the basis of the next years’ conditions which will be available by January 2021. NOVASOL reserves the right to amend its booking conditions from time to time and any amended booking conditions will be published on the website.

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

15.9 You may not use the information in this brochure to confirm having read the “Worth Knowing” section on our website, which forms part of the Agreement.

NOVASOL’S OBLIGATIONS IN CONNECTION WITH DATA PROTECTION:
In relation to data protection legislation the data controller is NOVASOL A/S, Virumgårdevej 27, 2830 Virum, Denmark. All enquiries concerning data protection can be sent to the following email address: datainformation(a)novasol.com. NOVASOL processes the personal data that you have submitted in connection with your booking because it is necessary to do so in order to complete the booking and thereby comply with the Agreement as well as to comply with the legal obligations imposed on NOVASOL.

15.9.2 You are entitled to stop sending marketing material to you, and you can do this straight away by sending us an email at: datainformation(a)novasol.com.

We use some personal data for statistical purposes in order to optimize our service to you. We sometimes transfer encrypted email addresses to partners such as Facebook and Google so that they can use them on behalf of NOVASOL to generate interest in our products, services and concepts, and to inspire users to visit our website. We also use our customer data with third party review sites, such as Trustpilot, and it is therefore possible that you will receive an enquiry asking for your comments about your stay in the holiday home and/or the services you have received from us. These processing activities are carried out on the basis of our interest in targeting our marketing and providing the best possible service. You are entitled at all times to object to the processing of your personal data for these purposes.

To the extent that it is necessary to do so, NOVASOL transfers relevant personal data from your booking to Homeowners, other companies within the NOVASOL group of companies, business partners such as service offices, cleaning companies, credit card companies, insurance companies and to public authorities, in order to carry out the holiday let, to request correct and secure payment, or to the extent that it is necessary to do so in the interests of the protection of the processing of your personal data.

15.8.1 NOVASOL only transfers personal data to countries outside of the EU/EES when we have en- sured that adequate levels of protection are in place. This may be on the basis that the European Commission has decided that the country in question ensures an adequate level of protection, or via a transfer “shield” programme, or with an agreement in a standard form approved by the European Commission. You can obtain more detailed information in this regard by contacting us at the following e-mail address: datainformation(a)novasol.com.

15.8.2 We keep your personal data only for as long as it is necessary to do so, either in relation to the purpose for which we obtained it or in relation to applicable legislation. You are entitled to receive information about, and a copy of, the personal data we have registered about you, to correct any inaccuracies, to obtain the deletion of your personal data if it is no longer necessary to achieve the purpose for which the data was collected or if the processing is unlawful, and to ask us to limit the processing of your personal data. You are entitled to make a complaint to a supervisory authority.

YOUR OBLIGATIONS IN CONNECTION WITH DATA PROTECTION:
In connection with your stay you will receive necessary personal data concerning the Homeowner and the holiday home. You shall cooperate with NOVASOL in relation to compliance with data protection laws. As a part of your obligations you shall ensure that personal data is processed with sufficient security, including protection against unauthorized or unlawful processing and against accidental loss, destruction or damage, and that personal data is only kept for a necessary period of time.

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