

GENERAL CONDITIONS FOR SEASONAL RENTING

PROVACANCES' OBLIGATIONS

Effective hiring out. Provacances obligates to do their best to rent out your house/apartment according to your wishes. We provide that your house/apartment with text and picture is offered to several customers both in Denmark and other countries. All expenses are paid by Provacances. The house/apartment will be presented on our web sites latest 1 week after entering the agreement.

Price and season divisions. The price per week fixed by the owner and Provacances in common, as we have joint interests in finding the right price. We divide our prices in 7 categories:

Season A : (26.7 – 16.8)

Season B : (5.7 – 26.7)

Season C : (28.6 – 5.7, 16.8 – 23.8)

Season D : (14.6 – 28.6, 23.8 – 6.9)

Season E : (31.5 – 14.6, 6.9 – 20.9)

Season F : (15.3 – 31.5, 20.9 – 18.10)

Season G : (18.10 – 15.3)

Low season: – eventually discount on long-term rentals.

The following discounts are valid (unless other arrangements has been made) respectively 10, 15 % by 3 or 4 weeks rental in low- and mid season. In high season 10 % discount by 3 or 4 weeks rental.

Payments: Payment primo each month for rentals in the same month. Last minute bookings are being paid in the following month.

Security by cancellation. Cancellation insurance in case of illness, accidents, deaths etc. is obligatory for the tenants, which means that the owner always gets full payment.

Provacances secure the owner against cancellation, in case the tenancy is cancelled less than 6 weeks before its beginning. The owner receives full payment. Provacances reserve the right to maintain the cancelled rental period for eventually re-rental.

Security deposit. Security deposit will be claimed by Provacances. The forwarded security deposit will be returned after the rental period, in case the tenancy is left in a proper and cleaned state. If the owner find defects on the house/apartment or lack of cleaning, the owner must contact Provacances immediately. The tenant's responsibility for damages is kept even though the damages exceed the forwarded security deposit. It rests with the tenants to leave the house/apartment in a proper state without dirty dishes and trash, even though the tenants have paid for final cleaning. The oven, barbecue, refrigerator and other kitchen machines always have to be cleaned by the tenants

Arrival / Departure: Arrival Saturday at 16.00 (if no other arrangements have been made). Departure Saturday at 10.00.

Current information about the rentals. Provacances obligates to keep the owner up to date with the rental situation for the house/apartment. A summary will currently be sent to the owner.

Insurance of the property

You probably have insurance already, but we recommend you to inform your insurance company that the property is being used for seasonal rentals. The insurance should cover accidents, explosions, natural disaster and damages caused by water. It should also cover for storm damages as well as burglary and damages caused by the tenants.

THE OWNER'S OBLIGATIONS TOWARDS THE TENANT

Precise information. The agreement is made in condition of, that the by the owner given information about house/apartment, furniture, facilities, distance to the coast etc are correct. The owner is therefore responsible for wrong information, even though the house has been inspected by Provacances.

Make the house ready for hiring out. Before every tenancy the owner obligates to make sure that the house/apartment appears in a good, healthy and clean state. (not broken windows, usable locks, restored furniture, electrical installations etc.) If your house/apartment has a swimming pool, this pool has to be ready and cleaned at arrival and currently maintained. The owner also obligates to spring clean the house twice a year

Delay by building or renovation. The agreement depends of that your house/apartment is ready for hiring out for the agreed rental periods. In case of problems connected to delay in building, modernising etc, the owner is responsible to the tenants and Provacances, for lost, expenses and eventually compensations for tenants, when the house is not at our disposal as agreed.

THE OWNER'S OBLIGATIONS TO PROVACANCES

Right to dispose over the house/apartment. The issue to give Provacances the right to dispose over your house/apartment is a co work between you and Provacances. Provacances can dispose over the house/apartment for the agreed period. If you in the availability period want to block the house for personal use, you have to make your reservations directly through the website of Provacances.

Sale of the house/apartment. If you decide to sell the house/apartment in the agreed availability period, you are obligated to secure that a new owner respects our legal rights. The new owner of the house/apartment has to take over rental agreement without any changes. In case of sale where the new owners do not respect our rights it will be considered a breach of contract. (se below). Provacances shall be noticed in written of change of owner.

The owner agrees not to rent out the house/apartment directly to any of Provacances' clients in a period of to years from termination of this contract.

TENANT'S OBLIGATIONS

Number of persons. The number of individuals provided in the agreement may not be exceeded. If this rule is not respected the owner or his representative has the right to refuse admittance for the extra persons. Tents, caravans etc. is not allowed to be placed on the property

Cleaning. At the end of the tenancy it is the tenant's obligation to clean the house/apartment (unless other arrangements have been made) and leave the house in the same condition as at arrival. It is Provacances' responsibility to inform the tenant about his/hers cleaning obligations.



CURRENCY OF THE AGREEMENT

This agreement is valid from the date of the signature and can only be noticed to terminate by the owner from the end of this agreement's availability period. The notice has to be written and be in our hands latest the 01.10 with effect for the following year. The agreement can therefore only be noticed from your side with effect from the 2nd hiring out year.

The rental agreement will automatically be extended for the following calendar year (always 1.1 – 31.12), unless it has been noticed as written above.

Our price proposal for next year's price will be forwarded to you latest the 01.09. The price has been estimated with reference to secure the best annual rental. The proposal is to consider as our guidance to you, and if you do not refuse the proposal before the appointed date, the new prices will be valid for the next contract year. If Provacances and the owner cannot agree about the seasonal prices, the rental agreement will continue unchanged for the following contract year. Provacances is alone obligated to accept price increases on 5 % in proportion to the agreed rental prices.

BREACH OF CONTRACT

At breach of contract from the owner's side, a general liability to pay damages and lost for Provacances shall be held to the owner. If the tenant breach the contract, the tenant is liable to pay damages and loss to you.

FORCE MAJEURE

Provacances can not be held liable to tenancies in case of natural disaster, epidemical diseases, border disputes, or other Force Majeure.