



Pre-bookings 2015

Please note that the price is not finally fixed when talking about pre-bookings. As soon as it is fixed, you will receive an e-mail booking confirmation.

The Terms and Conditions of Rental stated below are valid for the final booking.

DanCenter A/S – General Terms and Conditions of Rental, and Holiday Home ABC

These General Terms and Conditions apply to all holiday homes in Denmark and all holiday homes in Germany, Sweden, Norway and Southern Europe. For holiday homes in Denmark, Sweden, Norway and Southern Europe, DanCenter A/S operates as an intermediary between the tenant and the holiday home owner. For holiday homes in Germany, DanCenter GmbH operates as an intermediary between the tenant and the holiday home owner. DanCenter A/S and DanCenter GmbH do not own the holiday homes. They solely operate as an intermediary between the tenant and the holiday home owner for purposes of holiday home rental. The holiday home owner has authorised DanCenter A/S and DanCenter GmbH to act in their own name and on the account of the holiday home owner. DanCenter A/S and DanCenter GmbH forward the portion of the rent that is due to the holiday home owner to the owner. DanCenter A/S and DanCenter GmbH is, however, always the customer's contractual partner.

1. Conclusion of a rental agreement with DanCenter A/S or DanCenter GmbH

1.1 In the General Terms and Conditions of Rental below the abbreviation DC is used for DanCenter A/S as well as for DanCenter GmbH, depending on whether the rented holiday home is situated in Denmark, Norway, Sweden or Germany.

1.2 By making a booking, the tenant submits a binding offer to DC to conclude an agreement for rental of the holiday home selected by the customer. The booking must be made in writing, orally or by telephone – directly with DC or through the tenant's travel agency. The tenant rents a holiday home in Denmark, Norway or Sweden by making a booking with DanCenter A/S. The tenant rents a holiday home in Germany by making a booking with DanCenter GmbH. Regardless of the product country, the booking is binding on the tenant. DanCenter A/S' or DanCenter GmbH's acceptance is subsequently communicated to the tenant in the form of a written acceptance and confirmation.

1.3 When a booking is made on the Internet via one of DC's websites the booking is confirmed electronically. But in this case the tenant is required to print the rental certificate himself. DC has indicated the address of the holiday home and the key collection point on the rental certificate. A confirmation from the tenant's travel agency does not replace DC's confirmation. Upon arrival at the key collection point, the rental certificate must be given to the local office, the holiday home owner or his representative. The tenant then receives the keys to the holiday home and a consumption statement (if consumption-related costs are not included) on which the meter readings for all consumption-related costs (electricity, heating, gas and water) must be noted upon arrival and departure.

1.4 If the contents of the agreement are not in compliance with the booking and the tenant cannot accept the agreement, the tenant must notify DC in writing within ten (10) days. If the tenant fails to do so, the agreement will be deemed to be concluded and accepted in its present form.

1.5 The rental payment includes cancellation insurance, which permits the tenant to cancel subject to the applicable cancellation conditions (see clause 6.) We also point out that the rental payment includes a special holiday policy for the tenant. A detailed specification of coverage and conditions is available on www.dancenter.dk/info/forsikring.

1.6 Until the day of arrival the tenant may assign the voucher and its relative rights and obligations to a third party. DC may refuse to accept the assignment in case a third party has no intention to use the holiday home for holiday purposes, if the participation of a third party conflicts with the law or the rules of public authorities, or if the tenant intends to make a professional assignment of the rental agreement to another person. In case of assignment to a third party, the tenant is liable for any damaging action, and tenant and third party are jointly and severally liable for any claim made by DC, among these any claim made by DC in relation to the present agreement. The expenses for the assignment of tenant's rights and obligations are DKK 500. This amount is compulsory in relation to tenancies concerning holiday homes located in Denmark c.f. the Rent Act, paragraph 93, subsection 1, litra a. per contra.

2. Payment

2.1 When the rental agreement is concluded, DC will forward a confirmation and a rental certificate.

Concurrently with the conclusion of the rental agreement, a prepayment of 25 percent of the total rental payment falls due. The balance must be received by DC not later than 36 days before commencement of the rental period – due to DC's obligations to the holiday home owner. If the booking is made between 55-21 days before commencement of the rental period, payment must be made immediately upon receipt of DC's confirmation, either through a bank transfer or by payment or credit card. If the booking is made less than 21 days before commencement of the rental period, payment must be made immediately, but in this case payment can only be made by payment or credit card. If the full rental price is not paid on time, the tenant cannot make any claims against neither DC nor the holiday home owner. The total rental amount includes an administration fee of DKK 100 (EUR 16) covering all DC expenses with regard to collection/return of deposit as well as use of credit card. The administration fee will be collected with the prepayment and will not be refunded in case the tenant wishes to cancel the rental agreement cf. item 6.

2.2 The prices stated are weekly prices (Saturday to Saturday). The price depends on the season. In case a tenant has rented a holiday home for more than one week, the weekly price may vary if the weeks fall in different seasons. The rental price for certain houses includes final cleaning. More information in this regard in clause 3.1. The prices stated for rent of boat, motor boat and the like are also weekly prices.

3. The holiday home/other costs/deposit etc.

3.1 The holiday home may only be occupied by the maximum number of persons stated in the description of the holiday home. However, the tenant may bring one child under the age of three (3) in addition to the maximum number of persons stated. If the maximum number of persons is exceeded, DC and the holiday home owner are entitled to demand that any persons in excess of the permitted number leave the holiday home. The rental period normally commences on a Saturday and the tenant can move in after 4:00 pm. Tents may not be pitched and campers etc. may not be parked on the site. It is the tenant's obligation to clean the holiday home. Upon departure, the holiday home, furniture and equipment must be cleaned. DC offers a final cleaning service for an additional fee. This service can be booked at DC's local office or when the booking is made. In Norway and Sweden this service is not usually offered. If offered, the final cleaning must be booked with and paid to the holiday home owner or his representative. More information about final cleaning in the Holiday Home ABC. Even when the tenant has opted for the final cleaning service, the tenant must leave the holiday home tidy with the dishes done so that mackerel

cleaning service, the tenant must leave the holiday home dry and the dishes done to the kitchen, cutlery and similar kitchenware are clean. On the day the rental period ends, the tenant must leave the holiday home at 10:00 am at the latest. If the final cleaning service is mandatory for the holiday home in question, this will be clearly stated. The price of the mandatory final cleaning is payable together with the rental price. In price lists and schedules two different weekly prices are stated for the mandatory final cleaning. The highest price is the rental price for one (1) week including final cleaning and the lowest price is the rental price per week for additional weeks.

3.2 Consumption of electricity, heating, gas and water represents additional costs that must be paid upon departure when the key is returned, see clauses 1.1 and 3.3. The price per kWh for power is approx. DKK 2.50 in Denmark and EUR 0.28-0.39 in Germany. In Norway and Sweden the price of electricity, water and gas is fixed by the holiday home owner. Therefore, no approximate prices can be indicated in these General Terms and Conditions of Rental. A normal consumption – excluding heating – in high season would be approx. 150 kWh per week. In the cold seasons and in holiday homes with pool and/or jacuzzi and/or sauna (depending on the use of these facilities), additional costs should be anticipated. In Denmark gas is approx. DKK 8.30 per m3 and in Germany EUR 0.70-1.00 per m3. In holiday homes with an indoor readable water meter, a utility charge of DKK 45-85 per m3 in Denmark and EUR 4-7 per m3 in Germany may be collected. The price depends on the costs for the regional water utility. Please note that the consumption related costs for the entire rental period, mentioned in the rental agreement, will be invoiced whether or not the tenant makes use of the house during the entire period.

3.3. When the key for the holiday home is picked up, a deposit must be paid, if not already done when the booking has been made. The deposit payment is made as a guarantee for getting back the key and for the tenant leaving the holiday home clean and without any damages at departure. For some holiday homes a higher deposit may be imposed. The deposit will be deducted from the amount for consumption related costs, damage or cleaning related costs, if any, and returned about 21 days after departure day. Please remember to inform the local office about your account number so that the deposit can be returned. In Norway and Sweden the deposit is settled directly with the single holiday home owner or his substitute, and consequently this fee cannot be indicated in the Norwegian and Swedish rental terms and conditions.

The rates for deposit are as follows:

	Denmark	Germany
Standard house	DKK 1,000	EUR 110
- with jacuzzi	DKK 1,500	EUR 150
- with pool	DKK 3,000	EUR 300

	Sweden	Norway
Standard house	SEK 1,000	NOK 1,000
- with jacuzzi	SEK 1,500	NOK 1,500
- with pool	SEK 3,000	NOK 3,000

There may be some holiday homes for which the deposit is higher than indicated above. This will appear from the holiday home description or the voucher. When the duration of a rental period is more than 3 weeks, or the rental period is placed between Christmas and New Year, a triple deposit is to be paid at the latest when picking up the key.

In case a group wants to book a holiday home, the single holiday home owner will ask for a higher deposit. A group is defined as minimum 6 persons who are not on a family or couple holiday. Another kind of group is defined as 6 persons or more who are all under 25 years old. This kind of groups must pay a higher deposit (3,500 DKK) per person. Furthermore the local service office, the owner or his substitute are entitled to demand a payment for the final cleaning which is mandatory in such cases. In case a house is not available for letting to groups, it will appear from the respective house descriptions. Groups must inform about the fact that they actually are a group at the latest when concluding the rental agreement. The local service office, the owner or his substitute are entitled to refuse admission to the house for a group if the information about the customers being a group has not been given when concluding the rental agreement.

When the tenancy terminates, the tenant is obliged to return the key to the local service office, the owner or his substitute at the same time paying for any extra expenses. The holiday home will be checked with regard to satisfactory final cleaning carried out on the departure day, and the settled amount for extra expenses will be checked by the local service office, the owner or his substitute. This check must take place at the latest before the next tenancy.

3.4 The tenant may bring up to two (2) pets in the holiday homes marked with a dog symbol in the description of the holiday home. Dogs must be kept on a leash. See also the Holiday Home ABC under "Pets".

3.5 Please note that a tourist tax is payable in Germany and Southern Europe. Regional differences may occur. The tourist tax, also called "visitor's tax" is payable per person per bed-night on location.

4. Rental agreement

4.1 The services covered by the rental agreement are those appearing from DC's description of the holiday home only. In addition, any amendments written on the rental certificate or subsequently notified to the tenant in writing apply. Agreements that are not in compliance with the above are subject to written confirmation by DC.

4.2 All information provided by DC is subject to amendment. Errors and typing errors etc. excepted.

4.3 Brochures about the holiday home, the area or ferries not published by DC are not binding on DC.

4.4 Travel agencies, Internet portals and other booking centres are not authorised to conclude agreements that are not in compliance with DC's General Terms and Conditions of Rental or information in the current catalogue.

4.5 DC undertakes to act in compliance with good business practice when operating as an intermediary, including: Meticulous selection of the holiday homes and careful control of them. Warranty of the correctness of the descriptions of the holiday homes. Subject to the reservations and limitations stipulated, DC warrants the performance of the agreement.

5. Amending the rental agreement and price increases

5.1 DC is entitled to amend the rental agreement after its conclusion if the reason for the amendment is that DC has obtained knowledge that the holiday home is in fact not as originally reported to or presumed by DC. Such amendment can only be made if DC was in good faith at the time the agreement was concluded and if the amendment does not influence the stay in the holiday home as a whole. DC is obliged to notify the tenant about any amendments or deviations with regard to the rental agreement immediately when DC obtains knowledge thereabout. If the amendments cause material inconvenience to the tenant, DC will offer a cost-free rebooking to a similar holiday home or a cancellation without costs for the tenant. Other than that, the tenant is not entitled to any compensation. The tenant must immediately state his claims with regard to these rights in writing or by e-mail.

5.2 DC reserves the right to adjust the rental price in case of changes in certain services, e.g. charges or exchange rates. Adjustments may be made as follows:

exchange rates. Adjustments may be made as follows.

5.2.1 If the amount of e.g. a charge payable by DC changes after conclusion of the agreement, DC may change its weekly price accordingly.

5.2.2 In case of changes in exchange rates after the conclusion of the rental agreement, such changes causing the exchange rate to be higher/lower than the exchange rates fixed annually, the rent may be adjusted by a percentage similar to the percentage by which the value of the currency changed.

5.2.3 A price increase is only permitted if the period between the conclusion of the rental agreement and the rental period exceeds four (4) months and the increases were not already a fact at the time when the agreement was concluded or should have been foreseen by DC at that time.

5.2.4 If an adjustment of the rental price is necessary, DC is obliged to notify the tenant without undue delay. In case of increases by more than 5 percent, the tenant is entitled to cancel the rental agreement or request another holiday home of minimum the same standard as compensation without additional costs to the tenant, the latter being subject to reasonable availability to DC. The tenant must notify DC about such request immediately after receipt of notice about the price increase due to the above circumstances.

6. Cancellation of the rental agreement by the tenant

6.1 Before the commencement of the rental period, the tenant may cancel the rental agreement at any time in writing, by fax or by e-mail to DC, stating the reason for the cancellation. The cancellation is not valid until received by DC. If the tenant cancels the agreement or fails to show up when the rental period commences, DC may demand payment of a fee to cover the arrangements made by DC with third parties and DC's own costs and any compensation claims. The following cancellation fees will be charged (plus any insurance):

6.2 Until 60 days prior to commencement of the rental period: 20 percent of the total rental price, but not less than DKK 500/SEK 500/NOK 500/EUR 65 + administration fee.

6.3 From 59 to 35 days prior to commencement of the rental period: 50 percent of the total rental price, but not less than DKK 500/ SEK 500/ NOK 500/EUR 65 + administration fee.

6.4 From day 34 and up to and including the date of arrival or later and in case of failure to show up when the rental period commences: 100 percent of the total rental price + administration fee.

7. Amendment of the rental agreement

7.1 Until 60 days prior to commencement of the rental period, DC will insofar as possible comply with any requests for amendment of the rental agreement by the tenant. DC will charge a fee of DKK 500/SEK 500/NOK 500/EUR 65 for such amendment. Subsequent amendments can only be made in the form of a cancellation of the rental agreement in pursuance of the terms and conditions stated above, see clause 6.1, and a new booking.

8. Unused agreed services

8.1 If the tenant does not use or fails to claim the services agreed in the rental agreement and this is not due to DC's failure of due performance, the tenant is not entitled to any partial repayment.

9. DC's termination for breach of the rental agreement

9.1 DC may terminate the agreement for breach in the following cases:

9.2 If the tenant, or a person accompanying the tenant, fails to keep the holiday home in good and tenable repair or grossly disregards his obligations. DC reserves the right to claim damages beyond the rent and deposit until all costs have been calculated and paid. Any additional costs in connection with the home journey are payable by the tenant.

9.3 If the tenant fails to comply with the due dates stated in clause 2, DC will send a reminder stating a later due date. After this date, DC is entitled to terminate the rental agreement for breach. If DC terminates the agreement for failure to pay the rental price, the cancellation fees in clause 6 apply with the original due date as the relevant date.

9.4 If DC is otherwise entitled to terminate an agreement with a tenant for rental of a Danish holiday home for breach in pursuance of section 93 of the Danish Rental Act.

10. DC's right to terminate the rental agreement

10.1 DC may terminate the agreement without notice if DC is unable to perform the agreement because the holiday home owner cannot or refuses to make the holiday home available to DC's tenants. It is a condition that DC is not itself the cause of the basic circumstances surrounding the holiday home owner's failure to perform his agreement with DC.

10.2 It is a condition for DC's right to terminate the rental agreement that DC, if possible, offers the tenant a holiday home of a similar standard as the originally agreed holiday home and that the tenant does not accept this offer. In such case the rental price already paid will be refunded to the tenant.

10.3 In case of termination pursuant to clauses 10.1-10.2 above, DC disclaims any liability for claims for damages brought by the tenant, see clause 13.5.

10.4 Furthermore, DC may terminate the rental agreement with tenants of Danish holiday homes according to the reasons mentioned in the Danish Rent Act in this regard.

11. Force majeure

11.1 If due to circumstances that could not be foreseen upon conclusion of the rental agreement the stay in the holiday home is considerably impeded, threatened or obstructed as a consequence of force majeure (e.g. war, prohibition as a consequence of or in pursuance of law or other administrative decisions, strike, lockout, oil or petrol rationing, closing of borders, epidemics, natural or pollution disasters etc.), DC or the tenant may terminate the agreement. If the rental agreement is terminated, DC may demand payment of DC's costs and of the costs associated with terminating the stay in the holiday home.

11.2 If the holiday home is destroyed by fire or another accident, the agreement lapses without further notice.

12. The tenant's remedies for breach

12.1 Remedial action DC is obliged to perform remedial action. If there is something wrong with the holiday home the tenant may request remedial action. DC may, however, refuse to perform remedial action if such action is associated with excessive costs to DC. DC may also perform remedial action by

providing a replacement holiday home or a similar standard. Furthermore, DC may refuse to perform remedial action if such action is associated with excessive costs to DC.

12.2 Price reduction The tenant may request a proportionate reduction of the rental price for the period the defect prevented the tenant's full use and enjoyment of the holiday home. In such case the rent must be reduced by the difference between the value of the holiday home at the time of booking without defects and its value with the existing defects. It is a condition for this reduction that DC did not immediately remedy the defect or that it was not possible to remedy the defect within a reasonable time after the tenant's complaint. Consequently, the tenant must give notice of any defects immediately (complaint).

12.3 Termination for breach If the holiday home has a defect and if DC does not immediately remedy the defect or if it is not possible to remedy the defect within a reasonable time, the tenant may terminate the rental agreement for breach if the defect is deemed to be material or if DC has acted fraudulently. For documentary reasons, termination must be in writing to DC by e-mail, fax or letter. Upon termination, the tenant is obliged to pay to DC that part of the rental price that is calculated for the period during which the tenant used the holiday home.

12.4 Deadline for complaints If the holiday home has a defect when the rental period commences, the tenant must notify DC that he intends to submit a complaint not later than four (4) weeks after commencement of the rental period. Otherwise, the tenant will be deemed to have forfeited his right to make any claims in this regard. Please note that compensation cannot be claimed, unless DC has been given the opportunity to remedy the defect.

12.5 Information about submitting a complaint is provided in clause 16.

13. Disclaimer of liability for defects

13.1 DC does not guarantee the correctness of the information provided by DC, either orally or in the catalogue, on the website or in other material published by DC. Consequently, such information cannot be regarded as a warranty, statement, assurance or any other kind of guarantee.

13.2 DC cannot be held liable in damages for defects in the holiday home or its appurtenances insofar as DC is not guilty of gross negligence or intent.

13.3 DC cannot be held liable in damages for information provided by DC either orally or in its catalogue, on websites or in other material published by DC, which is not consistent with the actual conditions in the holiday home or holiday resort and which constitutes a defect insofar as the agreement is concerned, unless DC is guilty of gross negligence or intent in providing such information.

13.4 DC is not liable for defects in the holiday home which are due to failure of due performance of the holiday home owner. Consequently, DC is not liable for matters that constitute defects insofar as the agreement is concerned, when such defects are due to failure of due performance by the holiday home owner, unless the holiday home owner is guilty of gross negligence or intent in causing such defects.

13.5 In connection with termination, see clauses 10.1-10.3, DC cannot be held liable in damages if the holiday home owner is unable to make the holiday home available to the tenant, unless DC or the holiday home owner has acted in a way that gives rise to liability on its part through gross negligence or intent.

14. Disclaimer of liability for damage

14.1 The following applies to damage to the tenant's property intended for private or commercial use and to damage to property intended for private or commercial use belonging to persons whom the tenant allows access to the holiday home.

DC is not liable as an intermediary according to the general rules of Danish law in case of damage to property intended for private or commercial use caused by defects in the holiday home, its furniture and equipment, including electrical appliances, loft sleeping spaces and beds (mattresses and bedclothes) as well as other equipment, including e.g. boats, bicycles, playground equipment, garden furniture and barbecue, which the holiday home owner as an intermediary or producer through ordinary negligence has brought into circulation. Furthermore, DC cannot be held independently liable for product damage according to the general rules of Danish law, unless DC in causing such damage is guilty of gross negligence or intent. **14.2** The following applies to damage to the tenant's property intended for private or commercial use and to damage to property intended for private or commercial use belonging to persons whom the tenant allows access to the holiday home.

If DC, despite the provisions of clause 14.1, has had to pay damages as a consequence of liability for the holiday home owner's liability as a producer or intermediary for damage caused by the holiday home owner through ordinary negligence, DC has recourse against the tenant. The same applies if DC has incurred independent liability for product damage, unless DC is guilty of gross negligence or intent.

14.3 DC's liability in damages is limited or disclaimed to the extent, due to international agreements or due to statutory rules applicable to the services a service provider (e.g. a holiday home owner) is to supply, liability in damages can only be claimed from the service provider under special conditions or subject to special restrictions or if liability under certain conditions is entirely disclaimed.

14.4 DC is not liable for cancellations or changes in connection with services rented or booked directly without involving DC as an intermediary (e.g. sports arrangements, excursions and the like).

15. Illness

15.1 Costs arising from illness during the holiday stay, including costs for home transport, are payable by the tenant. If the tenant's state of health is unstable, DC recommends that the tenant consult his doctor before booking the holiday. We recommend that a special holiday policy be purchased. This policy can be purchased when booking the holiday with DC. In case of cancellation due to illness, the tenant must contact DC directly, first by telephone and subsequently in writing.

16. Addresses

16.1 DanCenter A/S, Lyngbyvej 20, DK-2100 Copenhagen Ø, Tel. no. +45 70130000. Fax no. +45 70137070.

16.2 DanCenter GmbH., Spitalerstrasse 16, D-20095 Hamburg. Tel. no. +49 (0) 40-309703-0, Fax no. +49 (0) 40-32759-1 (must be used for remedial action in Germany). **16.3** Gouda Rejseforsikring, Sejrogade 7, DK-2100 Copenhagen Ø, Tel. no. +45 88208820, Fax no. +45 88208821.

17. Submitting a complaint

17.1 DC wishes for all its customers to have a pleasant holiday. Should, however, unexpected problems, faults or defects occur, the tenant must contact DC or its local representative immediately.

17.1.1 According to the Danish Rent Act and the general principles of Danish law, Danish tenants are obliged to ensure that any faults and defects are avoided or mitigated to the greatest extent possible.

17.1.2 If the holiday home has a defect, the tenant is obliged to notify DC thereabout immediately so that DC may perform remedial action. The tenant's right to remedial action does, however, not extend to cases

DC may perform remedial action. The tenant's right to remedial action does, however, not extend to cases where remedial action is associated with excessive costs or considerable inconvenience to DC. If DC offers to remedy the defect, the tenant cannot make any claims on that account if the defect was remedied within reasonable time and without costs to or considerable inconvenience to the tenant. Offering the tenant another holiday home is also regarded as remedial action. It is a condition for the tenant's right to terminate the agreement for breach that the tenant has allowed a reasonable period for DC to remedy the defect or fault. This condition must be fulfilled unless remedial action is not possible or DC refuses to provide assistance. If the tenant fails to notify DC about defects, the tenant is not entitled to terminate the rental agreement for breach or claim compensation in this regard.

17.2 Complaints must be submitted in writing to one of the addresses listed above (depending on the party named in the agreement). Complaints are only accepted if they are received by DC immediately and not later than four (4) weeks after commencement of the rental period. Complaints submitted later than that are not accepted.

17.3 Dancenter is a member of the Association of Danish Holiday House Letters which together with the Danish Consumer Council initiated the Board of Appeal for Holiday Homes. The Board of Appeal is a privately approved board of appeal. This board tries complaints from the consumers as to rental of holiday homes located in Denmark and the rest of EU. In general the complaints concern any defect that may occur in relation to a rental agreement. Please read more on www.fbnet.dk where also the contract information is available.

18. Cancellation of individual provisions

18.1 Cancellation of individual provisions of these General Terms and Conditions of Rental will not lead to cancellation of the General Terms and Conditions of Rental as a whole or of the rental agreement.

19 No set-off

19.1 The tenant is not entitled to set off his claim against the payment of the prices fixed. This does, however, not include undisputed, enforceable and established claims.

20. No assignment

20.1 Irrespective of the reason, the tenant's claim on account of a holiday stay cannot be assigned to a third party (spouses included).

21. Miscellaneous

21.1 The holiday homes are rented to tenants in the order booked by the tenants.

21.2 Pictorial and printing errors excepted.

21.3 DC's 2013 catalogue is valid for all rental periods that commence in the period 4 January 2014 to 3 January 2015.

21.4 Any use for commercial purposes, including reproduction of DC's material in whole or in part, is prohibited pursuant of applicable Danish law, Copyright 1 October 2000.

21.5 DanCenter is a member of the Association of Danish Holiday House Letters. This association and the Danish Competition and Consumer Authority have established the Board of Appeal for Holiday Homes, a private, authorized board of appeal. The Board of Appeal for Holiday Homes is dealing with complaints from any private person renting a holiday home in Denmark and the rest of the EU. Basically the complaints regard any contractual discrepancy. Read more on www.fbnet.dk where you will also find the contact information.

22. Venue and choice of law

22.1 Any legal proceedings regarding disputes, regardless of the matter in dispute, between DC and Danish, Swedish and Norwegian tenants must be instituted according to the international rules governing venue and choice of law. Consequently, legal proceedings regarding disputes over a holiday home in Denmark must be instituted at the Danish courts of law and be settled according to Danish law. Similarly, legal proceedings regarding disputes over Norwegian, Swedish and German holiday homes must be instituted at the Norwegian, Swedish and German courts of law and be settled according to Norwegian, Swedish and German law.

The above provisions also apply to disputes regarding defects, regardless of the legal consequences and regardless of whether DC is answerable for its own liability or for others' liability. The same applies to disputes regarding product liability and regardless of whether DC is claimed to be liable for its own product liability or is claimed to be liable as an intermediary. This also applies regardless of whether the claim is for contractual or non-contractual liability and regardless of whether the claim is based on general rules governing liability or on rules that are based on the Council Directive on product liability (85/374/EEC) as amended.

23. Holiday Home ABC

23.1 The Holiday Home ABC constitutes part of DC's General Terms and Conditions of Rental and provides guidance and practical advice on a number of issues. To make the ABC easy to use and ensure that you can easily find the information you are looking for, the list has been alphabetised:

Allergy: Please note that even in holiday homes where pets are not allowed, allergies may erupt as DC does not have any influence on pollen, house dust etc.

Annex: An annex is a separate, small building on the site providing extra accommodation. Generally, an annex has neither kitchen nor bathroom, and heating may not be available during cold periods.

Arrival and departure: Unless otherwise agreed, the holiday home is available to the tenant on the date of commencement of the rental period from 4:00 pm. to the date of departure at 10:00 am. Normally, arrival and departure take place on Saturdays.

Bath: DC's holiday homes usually have a hand shower with a wall mounting bracket (in some cases connected to the wash basin tap), often with no shower curtain and toilet and often with a floor gully. Other types of toilets may also be used. In Danish and German houses the hot-water tank has a capacity of approx. 30-60 litres, while the hot-water tank in Norwegian and Swedish houses has a capacity of approx. 30-100 litres, just sufficient water for a shower. However, the tank quickly heats more water.

Beach: There are different types of beaches in Denmark, Norway, Sweden and Germany; sandy, stony, rush, dune and coastal beach. Wind and waves may change the nature of the beach from year to year; from a sandy beach to a stony beach or the other way round or from a broad beach to a narrow beach. For further information please contact the local tourist office.

Beds: The term bed is also used about a foam rubber mattress on a slatted bed base. Standard measurements are 180-190 x 70-85 cm. Please note that the term double bed may also be used about twin beds placed next to each other to form a double bed. ¾ beds are double beds with a breadth of 120-140 cm. Bedstaves are rarely available for bunk beds in holiday homes in Norway and Sweden.

Bicycles, rowing boats, playground equipment and garden furniture: DC does not accept any liability for

bicycles, rowing boats, playground equipment and garden furniture. DC does not accept any liability for damage caused by use of a trampoline and other playground equipment. If not listed in the description of the holiday home, bicycles, rowing boats, playground equipment and garden furniture are extra services which have no influence on the pricing of the holiday home. In case of defects or failure, no reduction of the rental price can be claimed.

Boat/motor boat: In case a boat or a motor boat is included in the price or available for rent, the tenant is responsible for inspection, emptying, mooring etc. during the rental period. Oars, petrol tank and other loose components should be kept in the holiday home. Children under the age of sixteen (16) may only use the boat if accompanied by an adult. Approved life jackets must be worn. After use the boat must be pulled as far onto land as possible to be protected against the tide. In case of failure to observe these rules and any further rules stipulated by the owner, the tenant will be liable for any damage. Use of the boat depends on the weather conditions. Particularly in winter, use of boat and motor boat may be limited or even impossible, e.g. due to ice. Petrol is not included in the price. All use of the boat is at the tenant's own risk/responsibility. Please note that the boat may be moored some distance from the house. From 1 May 2010 a boatman's licence is required in Norway for persons born on 1 January 1980 or later if the pleasure boat is longer than eight (8) metres or has an engine with a capacity in excess of 25 hp. In Denmark the boat may only be used if anchor, cable, two (2) oars and two (2) rowlocks are provided. The boat can only be rented on a weekly basis. DC cannot guarantee the condition of the boat as it is considered an extra service provided by the holiday home owner. If the owner finds that the weather conditions are such that it is not safe to be at sea, the owner may withhold the board.

Children: The holiday home only has a cot if so expressly stated in the description of the holiday home. The cot is most often a travel cot, suitable for children up to max. three (3) years. In Denmark, cots can be rented via DC's local offices. The tenant must bring along duvet and pillow for the cot. If the tenant brings his own cot or rents a cot, please note that the bedroom may not be large enough for the cot. Please contact DC's local office for further information in this regard. A changing table is normally not available in the holiday home. Similarly, the holiday home only has a high chair if so expressly stated in the description of the holiday home. In Denmark a high chair and cot can be rented at DC's local office.

Complaints: Any complaints must immediately be notified to DC's local office. Do not allow your holiday to be spoiled by minor defects or faults. DC's local office will immediately notify the responsible holiday home owner about your complaint so that remedial action can be performed as quickly as possible.

Damage: Any damage to the holiday home or its furniture and equipment caused during the rental period must immediately be reported to DC. The tenant is liable for any damage caused during his stay in the holiday home. This liability also applies if the tenant was not a fault. The tenant will be charged for non-reported damage occurred or caused during the tenant's stay in the holiday home. Please note that any subsequent claims for payment of non-reported damage may be increased by claims for cover of losses and costs paid by the holiday home owner or the subsequent tenants. To the extent possible, non-reported damage will be claimed within one (1) month after the end of the rental period.

Distances: All distances are approximate and "as the crow flies". Shopping distances indicate the closest shop (often only open in high season) where you can buy essential articles. As restaurants and shops may close at short notice, DC assumes no responsibility in this regard. In Norway and Sweden there is often a footpath from the parking space/parking lot to the holiday home. The quality of such footpaths varies. If you are walking-impaired, we recommend that you contact DC in advance to obtain accurate information about the quality of the footpath. In winter the footpath may be reduced to a path of stamped snow.

Drinking water in Norway and Sweden Drinking water installed from a well or tank may be a problem in case of drought or temperatures so low that the water freezes. Naturally, DC will do its best to solve the problem, but if you have to collect water in buckets, you will not be entitled to a rent reduction on that account. In certain regions the water may be discoloured. This has nothing to do with the quality of the water and the water is fully drinkable.

Extra costs: Consumption-related costs are not included in the rental price. Consumption-related costs such as electricity, water, heating, gas etc. are paid according to consumption. Payment for this consumption must be made in the currency of the country in question. Consumption-related costs must be paid when the key is returned to the local office, the owner or his representative. The deposit less consumption-related costs will be refunded approx. 21 days after the date of departure. Remember to state your account number so we can refund your deposit. Payment for rent of a boat, motor boat, bedclothes or final cleaning is made upon arrival or departure to the local office, the owner or his representative. If the holiday home has a fireplace/woodburning stove the tenant is required to buy firewood himself.

Extra services: In Denmark extra services such as cot, high chair etc. must be collected at the local office unless otherwise agreed.

Final cleaning: Upon departure the holiday home must be left clean and tidy, see clause 3.1. If the tenant has booked and paid for final cleaning, the holiday home must be left tidy, including with the dishes done. Please remember to close all windows and lock all doors before you leave the holiday home. If the tenant does not want to perform the final cleaning himself, it may be booked at DC's local office – in Norway and Sweden in certain cases with the owner or his representative. If DC's final cleaning service is an option, it will appear from the description of the holiday home. If you wish to perform the final cleaning yourself, there is a checklist stating the requirements for the final cleaning in the house file. If you have not been given a house file upon arrival, you may obtain a checklist at the local office, from the owner or his representative. For certain holiday homes, the final cleaning is included in the rental price. This is indicated by two price lines. The first is the price for one (1) week including final cleaning, the bottom line is the price for subsequent weeks.

Finding your way to the holiday home: Among the papers sent to you, you will also find a route description to the key collection point/the holiday home. The locals may also be able to help you with directions.

Fireplace/woodburning stove: The term fireplace does not always denote an open fireplace; often it is a cast-iron fireplace with an open or closed fireplace.

Firewood: Firewood collected on the beach may not be used because its salt content may damage the fireplace/woodburning stove.

Fishing licence in Denmark: Persons between the ages of eighteen (18) and sixty-seven (67) who want to go fishing are required to have a fishing licence. A fishing licence is required for fishing with a fishing rod in salt water (sea, inlets, creeks and the like) as well as in fresh water accessible to the public (lakes, streams and the like). Information about fishing licences is available from the local tourist office or on www.fisketegn.dk.

Fishing licence in Norway: All persons over the age of sixteen (16) must pay a fishing fee. Sea-fishing is free of charge, except for salmon and trout fishing. The price of a fishing licence varies from place to place. A fishing licence can be purchased at the post office, the tourist office or from the holiday home owner.

Fishing licence in Sweden: A fishing licence is required for fishing in Sweden, but it is partly free. A fee is, however, payable for fishing in certain lakes and rivers. In certain lakes fishing is prohibited during crayfish season (August). Please note the various local and regional regulations. You can obtain detailed information at the local tourist office or on www.visitsweden.com.

Floor heating: In holiday homes with floor heating, you must always leave the heating on when departing in the autumn, winter and spring as it will otherwise take 24 hours to heat the holiday home again.

Garden furniture and barbecue: Garden furniture and barbecue cannot be expected to be clean upon commencement of the rental period.

Heating of the holiday home: Please note that you cannot expect the holiday home to be heated when

Heating of the holiday homes: Please note that you cannot expect the holiday home to be heated when you arrive. In Norway and Sweden the holiday home normally has electric heating and the consumption is paid to the holiday home owner or his representative. Firewood and other means of heating (e.g. gas) can be purchased at petrol stations and the like in the area – in some cases from the holiday home owner or his representative. In case of excessive energy consumption, you may be required to pay an energy surcharge to the holiday home owner or his representative. In Norwegian houses it is not common for the first floor to be heated.

Holiday home: Almost all Danish, Norwegian, Swedish and German holiday homes are privately owned. Consequently, the houses are individually furnished to the owner's personal preferences and according to his financial capacity. Consequently, the owner's personal property is often part of the furniture and equipment of the holiday home. Holiday homes which may at first glance appear to be of standard quality are consequently not comparable. In Norwegian and Swedish holiday homes doors are often replaced by curtains. In traditional holiday homes, no requirements can and should be made as to quality and accessories.

Holiday information about Denmark: Visit Denmark (www.visitdenmark.com) or the local tourist office will be happy to assist you with further information about your holiday area. DC's local office will also be pleased to provide further information.

Holiday information about Germany: You might want to check out www.germany.travel for further information.

Holiday information about Norway: Visit Norway (www.visitnorway.com) or the local tourist office will be happy to assist you with further information about your holiday area.

Holiday information about Sweden: Visit Sweden (www.visitsweden.com) or the local tourist office will be happy to assist you with further information about your holiday area.

Internet: In some holiday homes the internet access only allows a limited use. Consequently we recommend that you avoid streaming or downloading of heavy data files. Furthermore we cannot guarantee that the connection is suitable for business purposes. In case the holiday home has internet access, it will appear clearly from the description of the holiday home. If it does not appear from the description, and there is internet access in spite of all, this is a service for which DC cannot be held responsible.

Jacuzzi: A large bath or small pool with underwater massage. Suitable for one (1) to eight (8) persons, depending on the size of the jacuzzi. Please respect the bathing rules that are available in the house or can be obtained from DC's local office.

Key collection: In Denmark the key is collected at DC's local office or at one of the designated key collection points. The address of the key collection point is printed on the rental certificate. In Norway and Sweden the holiday home owner gives the tenant the key in the holiday home. At the same time the owner provides important information. The key must be returned where it was collected. See the rental certificate for detailed information.

Local office: In Denmark, Norway and Sweden DC has a network of local offices which are ready to provide information as well as assistance in case of damage to, defects in or complaints about the holiday home. It should, however, be noted that there may be some distance between the local office and the holiday home in Norway and Sweden. If, contrary to expectation, you are unable to reach our local office, you may contact DC Norway on tel.: +47 22 41 19 35. DC Denmark on tel.: +45 70 13 00 00. DC Germany on tel.: 040-309703-0.

Loft sleeping space: A space under the roofline (open loft room) intended for extra accommodation for children and young people. They are generally not comfortable and the ceiling is usually very low. The beds are mostly shakedown beds in the form of mattresses on the floor, usually reached by a steep ladder only.

Mandatory energy surcharge: The mandatory energy surcharge is rarely payable. When it is, it is in holiday homes where it is not possible to measure the energy consumption. Therefore, a fixed surcharge is payable for e.g. heating. There may be a separate charge for measurable energy consumption.

Meter reading: The electricity meter and other meters for consumption-related costs must be read upon arrival and departure and the consumption must be noted on the consumption statement which the tenant is given when he collects the key. Please note that the electricity meter does not display decimals and must be read as consumption in whole kWh. When the key is returned, any consumption-related costs and firewood, if relevant, are paid for. The deposit less any consumption-related costs will be refunded approx. 21 days after departure. Remember to leave your account number with the local office so the deposit may be refunded to your account. If you want to calculate the approximate amount of your electricity etc. consumption upon departure, you can register your kWh consumption after the first twenty-four (24) hours. Then multiply the kWh consumption by the price per kWh and number of days. If you want to economise on electricity, reduce your consumption of electrical heating, floor heating, sauna, jacuzzi, sunbed and cover the pool with a pool cover when it is not used. Even though it is cold outside, you may not need to turn all heaters on. In case of doubt, always ask at the local office, the owner or his representative when you collect the key.

Military exercises: In the following areas in Denmark military exercises may occasionally take place within a radius of approx. 20 km: Blåvand, Henne, Vejers, Øksbøl, Tranum, Rømø, Jægerspris, Sjællands Odde, Vestre Sømarken, Boderne, Halk and Hvirring. During high season these exercises are limited to a minimum. Please also see the entry on noise.

Minors travelling alone: If minors are travelling in Norway or Sweden, the persons listed on the reservation but who are not travelling with them (e.g. parents) may obtain contact to the travellers by contacting DC's head office in Copenhagen.

Model photos or drawings: Brand-new holiday homes that are still under construction or holiday homes under renovation are not illustrated using original photos but model photos or drawings. Therefore, the furniture may not be as in the photos. Also the surroundings of a newly built house cannot be expected to have had time to vegetate with grass etc.

Natural sites: A natural site is a site with wild vegetation such as e.g. a meadow or with lyme grass, forest or moor. Consequently, a natural site cannot be expected to have a neatly trimmed lawn suitable for family sports activities or the like.

Noise: Even in holiday areas tourists may experience noise. Society needs to function in holiday periods as well. DC does not assume responsibility for traffic, construction and military exercises etc.

Parties: Large parties or other events which expose the holiday home to extraordinary wear are not permitted.

Pests: Most holiday homes are situated in the countryside and therefore you may find insects and similar pests (mice, wasps, ants, earwigs etc.) in and around the holiday home. Holiday homes close to woods or fields may at certain times of the year be visited by wood or field mice. Please contact DC's local office if you need assistance in this regard.

Pets in general: The tenant may only bring pets in the holiday homes marked with a dog symbol in the description of the holiday home. Dogs must be kept on a leash. Pets must have been examined by your own veterinary surgeon before they are brought to a foreign country. DC cannot assist you in this regard. Please note that even though the holiday home may be described as "no pets allowed", it does not mean that pets have not been in the holiday home shortly before commencement of the rental period. Please note that DC also offers dog insurance.

Pets in Norway: Requirements:

- o ID marking, ear tattoo or microchip. Only FECAVA or ISO standard is accepted. The owner himself is required to check whether a scanner is available at the customs office the owner wishes to use.
- o The pet must have a passport that has been issued by an authorised veterinary surgeon.
- o Dogs and cats that are travelling to Norway must be wormed against tapeworm (*echinococcus* spp.) by a veterinary surgeon using a preparation that contains praziquantel not earlier than ten (10) days prior to import. The treatment must be repeated not later than seven (7) days prior to import into Norway and must be documented in the passport.
- o The animal must be given a rabies vaccination in the form of an inactivated rabies vaccine according to the recommendations of the vaccine manufacturer.
- o A blood test must be taken to check the presence of rabies antibodies minimum 120 days after the last rabies vaccination. Results from an approved laboratory must be available for the blood test showing rabies antibodies of minimum 0.5 IU/ml. To ensure that the documentation of a sufficient level of antibodies is valid, the owner of the pet must make sure that the animal is revaccinated against rabies within the period recommended by the manufacturer of the vaccine. See the Danish Veterinary and Food Administration, September 2006).

Pets in Sweden:

Requirements:

- o ID marking with microchip or an easily readable ear tattoo.
- o The pets must have a passport that has been issued by an authorised veterinary surgeon.
- o Vaccination and revaccination against rabies in compliance with the recommendations of the distributors of the vaccine and use of a vaccine that has been approved by the WHO. The Swedish authorities require that the primary vaccination is not given until the animal is three (3) months old. A vaccination before the age of three (3) months is regarded as invalid. (No rabies vaccination is required for direct import to Sweden from Great Britain or Ireland).
- o An antibody test showing rabies antibodies of minimum 0.5 IU/ml. This test must be made minimum 120 days after the last rabies vaccination. (No antibody test is required for direct import to Sweden from Great Britain or Ireland).
- o Dogs and cats that are travelling to Sweden must be wormed against tapeworm (*echinococcus* spp.) by a veterinary surgeon using a preparation that contains praziquantel within ten (10) days prior to import. Documentation of worming may be included in the passport or be in the form of one of the "intyg" (forms) prepared by the Swedish Board of Agriculture (Jordbruksverket).
- o People who commute between Sweden and Denmark may want to use the four-week form (fyreveckorsindtygget).
- o The animal must be accompanied by both passport and form.
- o The importation must be notified to the Swedish customs authorities directly after import. See the Danish Veterinary and Food Administration, September 2006).

Pools: The holiday home owner or DC staff will make a weekly check of the technology and water quality to ensure that you can make optimum use of the pool. Please note that the standard pool temperature is 24 degrees and it can consequently not be expected to be higher. Please respect the bathing rules that are available in the house or can be obtained from DC's local office.

Refuse collection: In Denmark household refuse is not always collected on the day of arrival/departure but generally on a weekday. In most holiday home areas in Norway and Sweden there is no organised refuse collection. Therefore, the tenant must take the refuse sack to the waste containers that are placed in the parking lot or by the road in most areas.

Services/extras: All houses have a complete set of kitchen utensils, tableware etc. for the number persons the house is intended for. Linen, dish towels, dishcloths and towels may be booked, if you do not wish to bring them yourself. Extras may be booked via the Internet in connection with booking or by contacting one of our local offices. Examples of extras that can be booked:

Linen Package A: Duvet case, pillow case and sheet for one (1) person.

Linen Package B: As Linen Package A plus a towel, bath sheet, dish towel and a dishcloth. Other: Cot, high chair and extra bed The rental price is:

	In Denmark	In Germany
Cot	DKK 95 per week	EUR 10 per week
High chair	DKK 95 per week	EUR 10 per week
Extra bed	DKK 95 per week	
Linen P. A	DKK 95 per package	EUR 9 per package
Linen P. B	DKK 135 per package	EUR 14.5 per package

If you have children under the age of two (2), we kindly request that you bring a cot or book one at DC's local office. If you book a cot, you cannot be sure that there is room for it in the bedroom. If the description of the holiday home states that the holiday home has a cot and you only need one (1), you do not need to book a cot. Finally, you may book delivery of these extras. This way you will not need to go back and forth between the holiday home and the local office several times but will be able to start enjoying your holiday home and all its facilities immediately upon arrival. The tenant is required to return any extras rented to the local office. The above only applies to Denmark. In Norway and Sweden extras may in certain cases be booked with the holiday home owner. Please note, that extras may be sold out. Therefore, we recommend that the tenant always book extras and final cleaning, if relevant, when the holiday home is booked. The prices of the individual local partners may vary (e.g. at holiday resorts).

Shakedown: Shakedown is usually sofa beds or a mattress placed on the floor.

Size of the holiday home: For Danish and Southern European holiday homes, the size of the house stated in the description of the holiday home is calculated based on the external measurements and the site area is stated as a gross area. For German holiday homes, the square metre measurements stated are measured based on the site and the living space, respectively.

Smoking: Smoking is not permitted in non-smoking holiday homes. Please respect this. However, DC cannot guarantee that smoking has never taken place in holiday homes designated as "non-smoking".

Solar energy: If power for the holiday home is generated by means of solar energy, you should note that this involves certain capacity limitations, so use power sparingly.

Stairs: Stairs in a holiday home may be very steep and are not always suited for small children or people with walking impairments.

Sunbed: There are many types of sunbeds, but most often the sunbed will be small, possibly suspended over a bed. More rare is the so-called sandwich type sunbed which provides tanning from above as well as below.

Technical equipment: If, contrary to expectations, technical equipment is not functioning, please contact DC's local office. DC's local office will then contact the holiday home owner with a view to performing remedial action as quickly as possible. We do, however, ask for your patience; there may be some waiting time as a workman often needs to be called, spare parts ordered etc.

Television: In Denmark: Most often only Scandinavian programmes. In Germany: Most often only German programmes. In Norway and Sweden: Most often only Norwegian and Swedish programmes. Holiday homes with a satellite dish can often receive certain foreign programmes. Please see further information in the description of the holiday home.

Terrace: The holiday home may have one or more terraces. They may be open or more or less roofed and are mostly made of wood, tiles or stone.

Toilet drain: Not all holiday homes are connected to the public sewer system. To avoid clogging toilet and drain, never flush diapers, cotton wool etc. down the toilet. If the toilet clogs or the septic tank is full, please contact DC's local office which will then contact the holiday home owner to have the matter fixed as soon as possible.

Toilets in Norway: "Utedoen" is usually a small outhouse approx. 5-10 metres from the holiday home. Biological toilets are almost always installed in a heated room in the holiday home provided with ventilation. They are modern, odourless and do not require emptying. Chemical toilets, so-called earth closets, are not that easy to operate. Here a chemical fluid binds the odour. The toilet must be emptied before departure. There is also a low-maintenance, electric toilet where everything is burned without odour problems.

Toilets in Sweden: In Sweden one of the following types of toilet is generally used: TC = traditional toilet in a separate building. Muld-toa = largely like TC but needs emptying. Kem-toa = chemicals are added which degrade the faeces. There may be a chemical odour. Frys-toa = faeces is frozen to a lump that is buried. El-toa = condenses the fluid. Odour may occur.

Toll/road tax: Norway: In some cities, e.g. Oslo or Bergen, there is a toll charge for entering and leaving the city. There are also many small branch roads in Norway that are privately administered. Therefore, a toll charge is payable for use of these roads. These charges are not always mentioned in route descriptions. Sweden: In Sweden there is a toll charge for entering and leaving downtown Stockholm.

Wardrobe space: Holiday homes often have very limited wardrobe space. Curtains may serve as wardrobe doors in some holiday homes.

What to bring: The tenant must bring his own bedclothes, towels, dish towels, floor cloth, detergent, cleaning agent and toilet paper as well as duvet and pillow for the cot, if relevant. In Denmark bedclothes and towels may be rented at DC's local office.

Terms of rental - Personal data policy - e-mail: booking@dancenter.com

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