

# **General terms and conditions**

### BASIC

The total price as well as the deposit must be paid in full before the start of the trip or before the start of the rental period according to the payment schedule in the booking confirmation. Only if all required payments have been made by you, you will receive the information for the code to a key box as well as the description where to find it before the start of your trip.

As a renter, you must be at least 18 years old at the time of booking. Rentals to youthonly groups will not be confirmed. Likewise, party-only groups are not permitted.

### **1. RENTAL PERIOD**

The booking confirmation specifies both your arrival and departure dates and thus determines the beginning and end of the booked period. The main house can be occupied from 15.00 on the day of arrival and must be vacated by 10.00 on the day of departure. You will have access to the party barn on Thursday, around 12:00, before the day of your party on Saturday. On Monday, around 10:00 a.m., you must properly hand over the Festscheune.

The handing over of the keys always requires that you have made all payments including the deposit to us and that you are in possession of the booking confirmation and a valid identity card / passport.

# 2. VACATION OBJECT

# 2.1 Purpose of use

Unless otherwise agreed with us, the vacation property (main house) may only be used for vacation purposes, the festival barn only for the purpose agreed in the booking confirmation. Caravans, tents or similar may not be set up on the property. The parking lot is expressly not to be used for spending the night in caravans or by campers. Likewise, overnight camping in tents on the estate is not allowed, unless there is another written agreement in this regard.

If we suspect that something is going on that violates applicable laws and rules, public order, morality or our contractual agreements, we have the right to gain access to the vacation property (main house / festival barn); and if at our discretion the suspicion is confirmed, we have the right to terminate the lease without notice and to expel the person / persons concerned from the vacation property without notice and without a right to rent refund.

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# 2.2 Number of travelers

In principle, the vacation property and the property belonging to it may only be used by the maximum permitted number of persons. This means overnight stays; i.e. guests are welcome during the day. Children of any age are also to be counted in the overnight stays. For the main house this is a maximum of 12 people and for the festival barn 130 people.

If the vacation property is used by more than the maximum permitted number of persons or if the tenant has erected tents, caravans or similar on the property, we may demand their removal without notice.

If the tenant does not comply with this request within 12 hours, the contract will be terminated with immediate effect and all travelers / tenants must immediately and without further request leave the vacation property and thus the entire property without repayment of the usage fee (rental price).

We may reject the travelers / tenants and terminate the rental contract without refund of the rent if it should turn out that the travelers / tenants have violated the above regulations, i.e. that it is a youth group after all, for example.

### 2.3 Pets and allergies

Pets are not allowed. If you disregard this prohibition, you as the tenant will be charged a fee of DKK 3,500 / 500 euros.

We are not responsible for allergic, e.g. asthmatic reactions of the tenant due to the fact that animals have stayed in our vacation property despite the prohibition.

# 2.4 Noise

Since the vacation property is an estate, there may be unexpected noise from agricultural machinery such as tractors or the like, but also from construction work, traffic or even a separate event in the event barn. For this we can not take responsibility and do not provide compensation.

### 2.5 Internet

Connections are offered in different ways - by cable or wireless. However, this is a voluntary service on our part, which is also influenced by local conditions, signal coverage. We cannot accept responsibility for problems arising from poor reception, congestion, cable problems or insufficient data flow.

You may use the Internet access only if you are of legal age and you strictly comply with the applicable laws in the context of such use.

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# 2.6 Smoking

Smoking is strictly and explicitly not allowed in our vacation property, i.e. in the main house as well as in the entire event barn. However, it must not be concluded from this that there has never been smoking here before. Should you disregard the smoking ban, a fee of DKK 4.000,- or 600,- Euro will be charged, which has to be paid to us.

# 2.7 Open fire

Open fires such as sparklers and fireworks - are not permitted by law for fire safety reasons. Torches may be set up outside in the courtyard with a sufficient distance of 10 meters to the barn. The tenant is liable for any damage caused by disregarding these rules.

### 2.8 Parking of cars

As a general rule, no cars may be parked in the courtyard of the estate. Short-term loading and unloading is allowed. The tenant is responsible for the proper parking of visitors. A passage for rescue vehicles and fire department must be guaranteed at all times.

### 2.9 Activities on the estate grounds

Activities planned by the Lessee must be coordinated in advance with the Lessor. Written permission from the lessor is required for this.

# **3** PRICES AND PAYMENTS

Unless otherwise stated, all prices are in Danish Kroner (DKK) or in Euro (EUR).

# 3.1 Booking confirmation - conclusion of the contract -.

The contract for the rental of the main house and / or the party barn is only binding when the landlord (Strandet Hovedgaard) has confirmed the written booking request of the prospective tenant or also the commitment for a booking from the prospective tenant in writing by e-mail. The commitment must be sent in writing by e-mail to info@strandethovedgaard.com. The confirmation is also sent by e-mail with the sending of the booking confirmation including the rental agreement.

Strandet Hovedgaard reserves the right to cancel this contract if the deposit has not been paid within 7 days according to the payment schedule in the booking confirmation. With this deposit the tenant accepts at the same time our terms and conditions, which can be viewed at any time on our website.

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# 3.2 Terms of payment - MAIN HOUSE -

- a) <u>For bookings 56 days or more before arrival:</u> The deposit of approx. 35% of the total price is due immediately and must reach us within 7 days. The balance of approx. 65% of the total price plus the deposit of currently 3.500 DKK or 500 Euro must reach us at least 42 days before arrival.
- b) For bookings 55 to 42 days before arrival: The total price (100%) plus the deposit of currently DKK 3.500,- or 500,- Euro is due immediately and must be received by us within 3 days.
- c) <u>Booking 41 to 00 days before arrival:</u> The total price (100%) plus the deposit of 3.500,- DKK or 500,- Euro is due immediately after booking. The payment must therefore be transferred immediately in this case and must reach us within 24 hours at the latest.

# 3.3 Terms of payment - FESTLOKAL / EVENT LOCATION -

- a) When booking 365 270 days before arrival (access to the party location): The deposit of approx. 35% of the total price is due immediately and must reach us within 7 days. Only then the reservation is valid. If we do not receive the payment within 7 days, the reservation can be cancelled. The remaining payment with approx. 65% of the total price is due 9 months before arrival.
- b) If the reservation is made 270 180 days before arrival (access to the fixed location): The total price (100%) is due immediately and must reach us within 7 days. If payment is not received within 7 days, the reservation may be cancelled.
- c) For reservations made 180 0 days before arrival (access to the party location): The total price (100%) is due immediately and must be received by us within 7 days. If payment is not received within 7 days, the reservation may be cancelled.
- d) <u>Deposit:</u>

The deposit for the event barn is currently DKK 4.000,- or 600,- Euro and is due 6 weeks prior the day of access to the party location.

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If the payment deadlines are not met, this will be considered as non-fulfillment of the rental agreement and we are entitled to terminate the existing rental agreement without prior notice. However, we will try, if possible, to inform the tenant before termination. Termination of the rental agreement for this reason does not release the tenant from the obligation to pay the rent and will be carried out in accordance with point 5.

### 3.4 Payment method

Payments are to be made by bank transfer to the following bank account under your own responsibility and at your own expense: 7910 - 224 12 58. For international payments please use the following IBAN: **DK96 7910 0002 2412 58** BIC / SWIFT: SYBKDK22 For payments in Euro please use the following IBAN: **DK28 7910 0009 4156 32** BIC / SWIFT: SYBKDK22

# 3.5 Prices

The prices stated on the internet are final prices including obligatory additional costs. On site there will be added consumption-based costs for energy such as electricity and heating, as well as any tourist tax and the cost of final cleaning. Unless otherwise stated on the Internet, the rental price is the price excluding the cost of consumption of water, electricity, heating oil, pellets, gas or similar, such as firewood. For further details see point <u>6. consumption costs</u>

# 4 TAXES & DUTIES

In the event of tax increases or the introduction of new taxes, levies and currency fluctuations, we are entitled to increase the amount charged to the tenant accordingly against appropriate proof. If the exchange rate of the currency in the country of location or in the booking country leads to deviations compared to the prices named in the house description, we are allowed to adjust the total price accordingly, even after the booking, without giving the tenant a right to cancel the contract.

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# **5 CANCELLATION AND REBOOKING**

### 5.1 General cancellation conditions

- a) The cancellation or withdrawal must be made in writing by e-mail to us. The cancellation of the booking is only valid if we receive it.
- b) If we do not receive a written cancellation, 100% of the total rent will be charged, even if the rented festival barn and/or the main house are not occupied.
- c) The landlord is entitled to withdraw from the rental contract without notice:
  - if the payments to be made by the tenant are not made on time. are made
  - if it should turn out that the purpose of the tenancy stated by the tenant is a purpose of the lease is different from the one agreed upon.
  - if the relationship of trust between the lessee and the lessor is disturbed to such an extent that cooperation in the planning and execution of the event is no longer possible.
- d) Should the lessor withdraw from the contract for the above reasons, the lessee shall not be entitled to any compensation from the lessor. All costs incurred by the lessor up to that point are to be reimbursed and the agreed rent according to the booking confirmation is to be paid if the lessor does not succeed in renting the rented rooms to another party.
- e) If the lessor succeeds in letting the rented premises to a third party for a fee on the cancelled date, the compensation for damages shall remain in force in accordance with the above provision. All costs, e.g. for administration, presentation, marketing and advertising, incurred by the lessor as a result of the new rental shall be borne by the lessee who withdraws from the rental agreement.
- f) The Lessee shall be at liberty to prove that higher expenses were saved on the part of the Lessor. The lessor reserves the right to prove higher damages.
- g) The lessee has the right to prove that the lessor has suffered less damage or no damage at all.
- h) If, for a reason for which the Lessor is not responsible, the Lessee does not hold the event for the purpose of which the leased property was leased, or if he declares his withdrawal from the lease agreement, he shall remain obligated to pay the rent in full.



- In principle, the Lessee shall not be entitled to any compensation from the Lessor under the contractual relationship, unless the termination of the rental agreement or the abandonment or cancellation of the event is due to reasons for which the Lessor is responsible.
- j) If the lessor is forced to terminate the contract before the start of the rental period for important reasons, any claims for damages by the lessee against him, regardless of the legal grounds, shall be limited in amount to the sum in which the lessee has already made rental payments to the lessor up to the time of receipt of the notice of termination. Important reasons are in particular: Fire, storm, earthquake, burglary, theft, vandalism, breakdown of supply and disposal technology, terror and war and others.

# 5.2 Cancellation fees - MAIN HOUSE -

- a) <u>Up to 60 days before the start of the rental period:</u>
  20% of the total rent, but at least 2.200,- DKK or 300,- Euro.
- b) From 59-35 days before the beginning of the rental period:
  50% of the total rent, but at least 3.500,- DKK or 500,- Euro.
- c) From 34th day up to and including arrival day or later as well as in case of no-show: 100% of the total rent, but at least 5.500 DKK or 750,- Euro.

# 5.3 Cancellation fees - FESTLOKAL / EVENT LOCATION -

- a) Earlier than 12 months before the start of the rental period:
  7.000 DKK.
- b) From 12 months to 9 months (365 days 270 days) before the beginning of the rental period:
  50% of the rental price, but at least 7.000 DKK.
- c) From the 269th day until the day of the beginning of the rental period and in case of no-show:
  100% of the total rent, but at least 7.000 DKK.

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# 5.4 Rebookings - MAIN HOUSE -

With regard to our main house, we accept, as far as possible, rebookings up to 60 days before the start of the rental period for a fee of 2.200,- DKK / 300,- Euro. If a rebooking for the main house is cancelled later (59 days to 0 days before the start of the rental period) by the tenant in accordance with point 5.2, the provisions apply in their entirety to this cancellation.

# 5.5 Rebookings - FIXED LOCAL -

With regard to our party venue / event barn, we accept, as far as possible, rebookings up to 270 days before the start of the rental period for a fee of DKK 2,200 / EUR 300. If a rebooking for the Festival Venue / Event Barn is cancelled later (269 days to 0 days before the start of the rental period) by the Hirer in accordance with item 5.3, the provisions shall apply in their entirety to such cancellation.

# 6 CONSUMPTION COSTS

# 6.1 E-vehicle

There is no charging station for e-cars in our vacation property. Should the tenant nevertheless attempt to charge his e-vehicle at the normal power supply of the main house, the tenant is liable for any damage to the power system or damage to electrical equipment caused by the charging process. We expressly point out that even such a charging process, for which the renter is responsible, may only take place at the main house, because this is where the possibility of billing for electricity consumption exists. It is expressly forbidden to use electricity in any of Strandet Hovedgaard's other outbuildings.

# 6.2 Electricity consumption

- a) In our vacation object, in the main house as well as in the festival barn, the consumption costs are to be paid separately. You will find a form for "reading the electricity meter" on the table in the dining room when you arrive in the main house. Please enter the respective meter readings immediately upon moving in; the electricity meter for the main house is located on the front gable. When you leave, please also write down the meter reading on this form and leave this slip of paper on the table.
- b) In the festival barn there is also a separate electricity meter. Please read this meter at the beginning and at the end of your rental period and enter the meter readings in the form for "reading the consumption".



- c) The consumption of heating oil will be read by our employee and billed at the then applicable prices.
- d) You pay for the consumption during the entire period of use even if you yourself did not use the vacation home during the entire period.

### 6.3 Costs for energy consumption

- a) The electricity and energy prices (electricity and heating oil or pellets) for the main house and the event barn will be billed directly after your departure according to consumption at the rates applicable at the time of the rental period and retained from the deposit.
- b) Due to the war in Ukraine and the current situation in the world economy and on the energy market, the energy costs cannot be calculated exactly at the moment. Therefore, it may happen that the additional energy costs - even after the booking has been completed and the booking confirmation has been sent - have to be adjusted to the current situation at short notice - even if additional costs, e.g. for heating, have already been agreed in the booking confirmation.

### 6.4 Further costs of consumption

- a) If the costs directly related to the booking, such as the cost of cleaning, increase, the landlord has the right to pass on this cost increase to the tenant.
- b) A container is available next to the party location for the garbage that has accumulated. This container will be disposed of by the landlord. If there is more garbage, it will be charged additionally. Please note that for the disposal of additional garbage bags, the costs for the disposal of a complete container will always be charged. These costs will be retained from the deposit. The disposal of a container currently costs DKK 300.

### 7 PROGRESS PAYMENTS & DEPOSITS

 a) We make the "hand-over" of our vacation object, i.e. the main house as well as the event barn, dependent on the payment of the demanded deductions and the deposit according to point 3. of our general terms and conditions. The booking confirmation contains a payment schedule with the required deductions and deadlines.

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- b) The deposit serves as security for the owner of the house in case of damage to the vacation property or the event barn or to objects in the manor house or the event barn, in case of insufficient final cleaning of the house or the event barn including the kitchen by the tenant as well as for the settlement of the consumption-dependent costs for energy such as electricity and heating and possibly for additional garbage collection.
- c) Within about 1 month after your departure you will receive a statement of electricity and heat consumption. Thereby also possibly caused damages or deficiencies of a final cleaning to be carried out by you are offset, whereby in such a case still a handling charge of 350,-DKK or 50,- Euro is due.

The amount of the incurred costs will be deducted from your deposit. The remaining amount can only be refunded in full if the house and the event room including the kitchen have also been left in a clean, tidy and acceptable condition.

If a claim arises as a result of the set-off, you will be charged for it.

- d) For the refund of the remaining deposit, please provide us with your bank details, either on the form on which you have noted the meter readings or by email to <u>info@strandethovedgaard.com</u>.
- e) The deposit will be forfeited if the main house or the event barn is not returned in the condition required by the landlord or if the tenant has not complied with the rules and obligations listed under the item "Responsibility of the tenant" and in the General Terms and Conditions.

# 8 FINAL CLEANING

# 8.2 Final Cleaning – MAIN HOUSE

As a tenant, please leave the vacation property in a tidy and well-cleaned condition to avoid a possible extra bill of at least DKK 3.500,- / 500,- Euro. The exact obligations of the tenant can be found in the information folder, which is displayed in the house as well as in the festival barn.

# In particular, the tenant is responsible for the following measures upon departure:

- Clean all used household appliances
- Clean coffee machines/filters and thermos flasks
- Put kitchen utensils in their place in the right cupboards
- Empty the dishwasher
- Remove trash/garbage from kitchen and restrooms
- Remove soil, sand and grass from floors

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- Remove hair and other visible remains of pets
- Put furniture and other objects in their place
- wipe down kitchen tables and dining tables
- Clean children's chairs and cribs
- Put blankets and pillows back in their place in the cupboards
- Clean garden furniture and cushions and put them back in their place
- Remove cigarette butts outside
- Clean the barbecue and put it back in its place
- Clean upstairs fireplace and remove ashes
- Clean up fireplace
- Clean washing machine and tumble dryer after use
- Return garden games to their place

Please leave the vacation property in the condition in which you would like to find it yourself. If the vacation property is not properly cleared or left inadequately cleaned, these deficiencies will be taken into account in the consumption cost billing.

For liability reasons, you may not transfer the cleaning work to other third parties. Despite the final cleaning to be paid by you anyway, the work described above is to be carried out by the tenant.

### 8.3 FESTLOKAL - responsibility of the tenant & final cleaning -.

All other conditions and rules concerning the rental of the Festscheune and the associated responsibilities of the renter, such as for cleaning and for the responsibility and liability for the kitchen, which may only be used by a caterer authorized by us, are listed in the booking confirmation and thus also become part of the contract.

### 9 DAMAGE

Please treat the mansion or festival barn entrusted to you with care and return it on departure in the same condition in which you found it on arrival. Ordinary wear and tear as a result of intended use may and can naturally occur. However, you are responsible to us for any damage to the house or the Festscheune - inside and outside - during the booked period and caused by you, as well as those persons to whom you have allowed access to the manor house or the Festscheune.

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In general, damage to the mansion or the festival barn, inside and outside, must be reported to us or our representative immediately. As a matter of principle, after each change of tenants, we check the vacation property inside and outside for defects and damages and insufficient cleaning.

# **10 WARRANTY & REMEDY**

The vacation property (main house & festival barn) will be handed over to you free of defects. If you nevertheless find insufficient cleaning, damage or defects, it is your responsibility to complain about these circumstances immediately, otherwise it is assumed that the vacation property has been handed over free of defects and the right to complain is thus forfeited.

Above all, cleaning defects must be reported as soon as possible. Other damages and defects must be reported no later than 48 hours after moving into the vacation home. You have to contact either us directly or our representative.

You can find the contact details in the information folder, which is displayed in the house as well as in the festival barn.

It is not possible to make a complaint by e-mail. In the meantime, please do everything possible to minimize the damage. We or our representative have also the right to to remove the defects. For this purpose, you must again grant us a reasonable period of time. However, if you leave before this time, you do so at your own expense and risk. Thus, you run the risk of losing your entire warranty claims solely because you have not granted the opportunity for rectification.

If you are not satisfied by the rectification that has taken place, you must submit your claims to us in writing no later than 14 days after the end of the contract. In the context of a claim for damages, only direct damages are covered, but not consequential damages. Neither we nor our representative are liable for these as well as for immaterial damages.

### **11 JURISDICTION & CHOICE OF LAW**

In case of disagreement, the case will be referred to the jurisdiction of the competent court where our vacation property is located.

Disputes will be settled in accordance with Danish law applicable between the contracting parties.

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# 12 HIGHER VIOLENCE and / or EXTRAORDINARY EVENTS OR CIRCUMSTANCES

### 12.1

If due to force majeure and/or other extraordinary events (including but not limited to natural disasters, environmental disasters, drought, other extraordinary weather conditions, epidemics, pandemics, quarantine measures, border closures, geographic area closures, food shortages or rationing, traffic conditions, disruption of currency trading, strikes or lockouts, and regardless of whether the force majeure

and/or the other extraordinary events or circumstances were foreseeable at the time of booking) are prevented or substantially hindered from performing our obligations to this Agreement, then we shall be entitled to terminate this Agreement.

In this case, we shall not be liable for the non-performance of the contract. In the event of force majeure and/or other extraordinary events or circumstances, we shall also be entitled to be indemnified by the renter for all costs incurred in connection with the termination of the contract.

costs incurred in connection with the termination of the contract, but at least 300 Euro / 2.200,- DKK including booking costs.

# 12.2

We are not liable for changed circumstances which are not related to the vacation property, the main house or the festival barn. We are also not liable for damages due to lost vacation or lost vacation enjoyment due to circumstances resulting from e.g. road works or construction works in the vicinity of the vacation property, power cuts, closures of stores, facilities etc., changed opening hours, changes in the possibilities of swimming including swimming bans, changed fishing and angling permits and changed weather conditions such as e.g. floods, forest fires and drought.

# 12.3

We are not liable for cases of insect infestation in the vacation property or on the property, nor for cases of theft or damage or similar events with regard to the property of the tenant.

# **13 FURTHER REGULATIONS**

**13.1** The right of withdrawal in accordance with the law does not apply to these booking conditions.

**13.2** If the tenant enters into a separate written contract with us, which deviates in one or more points from our normal rental conditions, the remaining conditions remain unaffected.

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**13.3** The vacation property (main house & festival venue) is provided in accordance with the booking sequence.

**13.4** We are not responsible and can not be held responsible for printing errors, transmission errors, obvious errors as well as obvious calculation errors, especially in pricing.

**13.5** We prepare the house description with the greatest possible care. However, changes may occur in reality that deviate from the house description.

**13.6** You hereby also confirm to us that you have read the "important notes" in our information folder or on our website, which are also part of the general terms and conditions - and thus also become the basis of the contract when booking the main house or the festival barn.

# 14 DATA PROTECTION POLICY - YOUR OBLIGATIONS / YOUR RIGHTS

In connection with your booking, we will treat your personal data provided to us in accordance with the law. You must also treat the data received from us, which are intended solely for you, with discretion.

They must not fall into the hands of third parties, must be protected against loss, destruction and damage and must be destroyed after the end of the trip.

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