

# LOMARENGAS: TERMS OF BOOKING

Lomarengas Oy, Ylläksen Matkailu Oy and Villi Pohjo-la Oy (hereinafter referred to as "Lomarengas") apply the following terms and conditions to the leasing of holiday cottages and holiday apartments (hereinafter referred to as "destination"). These terms and conditions become binding on both parties once the client has paid to Lomarengas the deposit mentioned in these contract terms or paid both the deposit and the final instalment at the same time.

## BOOKING AND PAYMENT

The person making the booking must be of legal age at the time of booking (18 years or older).

The booking can be made online, in which case the booking confirmation will be sent to the client's e-mail address immediately. The client must pay at least the deposit (20% of the rent of the destination) in conjunction with the booking via an online bank transfer or by credit card. An invoice for the remaining amount will be e-mailed to the client on the first weekday following the date of booking. The client may also choose to pay the full price of the booking at once, in which case the confirmation, contact details of the owner or caretaker of the destination as well as driving directions to the location where the key will be handed over, or to the destination, will be sent to the client's e-mail address immediately.

Bookings can also be made at Lomarengas sales offices or through our telephone service. In this case, Lomarengas will invoice the client via mail or e-mail.

Any objections to the invoice must be made within 7 days of the invoice date. The invoice must be settled as a SEPA payment (using the IBAN bank account number and BIC bank code) quoting the reference number mentioned in the invoice.

The invoice includes the name and contact details of the owner or caretaker of the destination and the driving directions to the location where the key will be handed over or to the destination.

The booking becomes confirmed once the customer has paid the deposit (20% of the rent for the destination) by the due date or both the deposit and the final instalment have been paid at the same time. The final instalment must be paid no later than six (6) weeks prior to the start of the holiday.

A €20 booking fee will be charged in addition to the rent.

If the booking is made 63 days (9 weeks) or more prior to the beginning of the rental period, the rent will be paid in two instalments. The deposit must be paid within 14 days of the invoice date at the latest. For online bookings, the deposit must be paid immediately when the booking is made. The final instalment must be paid no later than six (6) weeks prior to the beginning of the holiday.

If the booking is made 50–62 days (7–9 weeks) before the start of the rental period, the sum must be paid in full and in one instalment, 6 weeks prior to the beginning of the holiday. For online bookings, the deposit must be paid immediately when the booking is made and the final instalment no later than six (6) weeks prior to the beginning of the holiday.

If the booking is made 28–49 days (4–7 weeks) before the start of the rental period, the sum must be paid in full and in one instalment, within one (1) week of the invoice date. For online bookings, the deposit must be paid immediately when the booking is made and the final instalment within one (1) week of the invoice date.

If the booking is made 27 days or less before the start of the rental period, the full sum must be paid immediately on the day of booking. For online bookings, the full sum must be paid immediately by credit card or via an online bank.

If the client fails to pay or misses the payment deadline, Lomarengas may cancel the booking without further notification.

## CANCELLATION OR CHANGE OF BOOKING

Any cancellations must be made to Lomarengas in writing, by letter to the address Lomarengas Oy, Sörnäisten rantatie 29, FI-00500 Helsinki, or by e-mail to [sales@lomarengas.fi](mailto:sales@lomarengas.fi). The cancellation will be regarded as made at the time when Lomarengas receives notification of the cancellation.

A cancellation made outside of office hours (Mon–Fri 8:30 am–5 pm, Sat 10 am–6 pm) will be considered as having been made on the next office day.

If a client cancels a booking, the deposit (20% of the price of the destination) and the booking fee will not be refunded.

If the cancellation is made for a reason other than one mentioned below and less than 28 days before the start of, or during the stay, no payments made by the client will be refunded.

## Cancellations and compensations in the event of an illness, accident or death

If Cancellation Insurance is included in the rental price of holiday destinations rented from Lomarengas.

The insurance is granted by If P&C Insurance Company Ltd. The people on the way to the destination and holidaying in the destination are covered by the insurance. According to its terms and conditions, the If Cancellation Insurance covers potential cancellations and interruptions in the event of the client's or their next-of-kin's sudden onset of illness, accident or death which unavoidably prevents departure for the holiday or causes an interruption.

The client must send an electronic claim for compensation (available in Finnish and English) to If. The prerequisite for compensation is that the client produces a doctor's certificate, a confirmation/invoice from Lomarengas and receipts for completed payments. In the event of compensation, the rental price will be refunded (including final cleaning, bed linen charge and booking fee). The compensation will be paid if the holiday destination is left unused completely or its use is completely suspended for the reasons stated in the terms and conditions of the insurance.

If Cancellation Insurance is valid for a holiday cottage or apartment specified when renting a holiday destination. The insurance coverage shall begin 28 days before the start of the rental period and end when the rental period ends. If the cancellation is made more than 28 days before the start of the rental period, the cancellation compensation will be paid in accordance with Lomarengas terms of booking. Claim for compensation, terms and conditions of insurance, product description: [www.lomarengas.fi/en/cancellation-insurance](http://www.lomarengas.fi/en/cancellation-insurance)

PLEASE NOTE! If the booking is cancelled for the aforementioned reasons, the cancellation must always be made to Lomarengas in writing (letter, e-mail). The owner or caretaker of the destination must always be informed of any last minute cancellations made outside of office hours. If the booking is interrupted for the aforementioned reasons, the owner or caretaker of the destination must always be informed, and Lomarengas must be informed in writing (letter, e-mail).

If the client makes changes to the booking (the destination, dates, extra services or number of persons), Lomarengas has the right to charge €40 to cover the cost of the changes. All changes must be made at least six (6) weeks before the start of the stay. Any changes made later than that will be treated as a cancellation of the previous booking and a subsequent new booking.

Customers are not entitled to a refund of rent if they do not occupy the destination or arrive late for their stay. If a customer interrupts the booked holiday and leaves the holiday destination before the end of the rental period, no compensation will be paid for the unused time and the customer is not entitled to a refund of rent.

## Cancellations due to travel restrictions caused by the global or local COVID-19 (coronavirus) epidemic or pandemic

If a booking is cancelled less than 28 days before the start of, or during the stay on the grounds that the client is unable to arrive at the destination at the time of the booking owing to travel restrictions imposed by the Government of the client's country of departure, or by Finland as the destination's country of location, due to an epidemic or pandemic, no payments made by the client will be refunded. Travel restrictions are not classified as a force majeure event because any international/national travel restrictions imposed due to an epidemic/pandemic are not unforeseen.

When booking a cottage, the client understands and agrees to the standard terms and conditions of booking and cancellation of Lomarengas being applicable to cancellations and no-show situations.

The aforementioned shall apply also in case the client is unable to reach Finland due to cancelled or rescheduled flights. When booking a cottage, the client is aware of the fact that airlines may cancel or reschedule flights due to an epidemic or pandemic and that this does not constitute a force majeure event because the situation in question is not unforeseen.

## RIGHT OF LOMARENGAS TO CANCEL A BOOKING

Lomarengas may cancel a booking in the event of force majeure. In that case, the client is entitled to a full refund of the sum paid to Lomarengas. If a booking has to be interrupted because of disruptive behaviour on the part of the client or the client's guest, no payments will be refunded.

If the client fails to pay or misses the payment deadline, Lomarengas may cancel the booking without further notification.

## SERVICES MENTIONED IN THE DESCRIPTION OF THE DESTINATION

Services available nearby (e.g. railway station, bus stop, restaurant, shop, ski lift, etc.) are mentioned in the description of the destination. Lomarengas is not responsible for the information of general public services not associated with the destination, nor their availability.

## STAY AT THE DESTINATION

In most cases, the destination will be available for the client from 4 pm on the day of arrival. The destination-specific time for checkout and handover of keys is mentioned in the booking confirmation or the driving directions page appended to the invoice. The client is liable to check this information.

The caretaker or owner is entitled to charge a security deposit of €150 from the client upon arrival to cover possible damages or the non-performance of obligations on the part of the client. The destination's caretaker/owner will return the security deposit to the client on the day of departure. Damage repairs and the cost of cleaning may be deducted from the security deposit.

The destination and the keys to the destination will be handed over to the client at the estimated time of arrival, notified to the caretaker or owner in advance, by phone or in writing. If the client is unable to arrive at the agreed time or if no notification of the client's time of arrival is provided, Lomarengas cannot guarantee that the keys will be available for handover.

The rent includes the right to use the booked destination during the booked period. Standard energy consumption, furnishings, cooking utensils, tableware and cutlery, mattresses, blankets and pillows are included in the rent.

Firewood is included in the rent unless otherwise stated in the description of the destination. The quantity of firewood may be restricted in certain destinations. Washing-up liquids, dishwasher detergents, basic seasoning, toilet paper and paper towels are not included in the rental price.

The client understands and accepts the fact that the colour, taste and smell of tap water available in some destinations, especially in the countryside, may not be optimal.

Free use of a rowing boat is included in summertime rentals of shore cabins if this is explicitly mentioned in the description of the destination. A separate charge may apply to the use of a sauna and rowing boat in holiday villages or cabin parks.

Bed linen and towels are not included in the rent unless otherwise stated in the description of the destination. Guests must use bed linen. For most destinations, bed linen and towels are available by order in conjunction with the booking, for a separate fee. Clients must ensure the availability of bed linen and towels in advance in the description of the destination or by contacting Lomarengas customer service.

The customer is responsible for cleaning at the destination during the rental period.

The number of people using the destination must not exceed the number of beds stated in the description of the destination or the number agreed when the booking was made. Any parties, festivities or other events where the maximum number of guests at the destination is temporarily exceeded, must be agreed in advance with Lomarengas, the caretaker or owner. Tents and caravans or use of

rented equipment such as hot tubs is not permitted at the site of the destination without the caretaker or owner's permission. Smoking is not allowed indoors at the destination. Some holiday resort destinations enforce a so-called quiet period at night-time, which clients must comply with.

If you intend to bring any pets to the destination, you must notify about this when booking. Pets may only be brought to destinations which allow this. Advance permission to bring more than one pet must always be sought with the caretaker or owner of the destination. Some destinations levy an additional fee for pets.

Charging an electric car or a hybrid car without the permission of the owner or caretaker is allowed only if this is explicitly mentioned in the description of the destination. Additional charges may apply for charging.

### **OBLIGATIONS OF THE CLIENT AND HANDOVER OF THE DESTINATION ON THE DAY OF DEPARTURE**

The client will hand over the destination and its keys at 10 am, 11 am or 12 noon on the day of departure. Weekend reservations for some destinations entitle to the use of the destination until 6 pm on Sunday evening. The destination-specific time for checkout and handover of keys is mentioned in the driving directions page appended to the invoice/the booking confirmation. The client is liable to check this information. If the client intends to leave at some other time, arrangements for the handover of keys and the return of the security deposit must be agreed well in advance with the caretaker or owner.

If the client leaves at an unusual time (e.g. at night) or does not provide notification of departure, the caretaker or owner is entitled to return the security deposit at a later date.

The client is liable for any damages caused to the destination. The caretaker or owner of the destination must be notified immediately of any damage caused. The client is liable to compensate to the caretaker, owner or Lomarengas for any damage caused.

At the end of the holiday, the client is responsible for cleaning the destination, unless otherwise stated in the description of the destination. Final cleaning service can be ordered when booking.

The final cleaning includes the following: washing of dishes and returning them to their original place, taking of garbage to the waste disposal point, removal of empty bottles and cans and arranging furniture as they were upon arrival. Food should be taken away or to the waste disposal point. Carpets, rugs

and floors must be cleaned with a vacuum cleaner. The floors must be cleaned using a damp mop, tables and countertops wiped clean with a damp cloth, bedding aired outside as well as the sauna and toilet cleaned. The yard area and barbecue location must be left in a tidy condition. All final cleaning should be performed on the day of departure.

A separately ordered final cleaning service, or final cleaning service included in the rental price of the destination, does not include washing of dishes, returning them to their original place or removal of garbage. Clients must also remove empty bottles and cans from the property and return any furniture to their original place. Any food must be taken away or to the waste disposal point.

If the client rented linen or it was included in the rental price of the destination, it must be left in a pile on a bed.

Smoking is not allowed indoors at the destination. The destination must be left tidy on departure. The client is liable to compensate the costs of cleaning the holiday destination if guests have smoked indoors at the destination, or have not cleaned it, or the cleaning has not been appropriate and the caretaker/owner of the destination must carry out these chores before the next client arrives.

### **FORCE MAJEURE**

Lomarengas is not liable for any damage or inconvenience caused to the client in the event of an unforeseen insurmountable obstacle (force majeure) or any other similar reason (including power failures, natural phenomena such as algae blooms or animals such as mice or insects) that was not caused by Lomarengas and the effects of which Lomarengas cannot reasonably be expected to have prevented.

Neither is Lomarengas responsible for any damage or inconvenience caused by regular natural phenomena.

### **OBJECTIONS AND COMPLAINTS**

Any objections and complaints regarding the destination must be made immediately once the cause for them arises and addressed directly to the owner or caretaker of the destination during the booking. If the matter is not satisfactorily attended to, the client should contact Lomarengas within 72 hours after the cause has arisen.

Should the matter still not be satisfactorily attended to, the client may make a written complaint to Lomarengas. This must be done within one month of the end of the rental period. If the client and Lomarengas fail to reach an accord on the

matter, citizens of EU/EEA countries can turn to the European Consumer Centre either in Finland <https://www.ecc.fi/en/> or their home country [https://ec.europa.eu/info/live-work-travel-eu/consumers/resolve-your-consumer-complaint\\_en](https://ec.europa.eu/info/live-work-travel-eu/consumers/resolve-your-consumer-complaint_en)

Citizens of other countries can contact the Finnish Consumer Advisory Service <http://www.kkv.fi/en/about-us/online-consumer-services/advice-for-consumers/> (limited advice available in English). A dispute involving citizens of EU/EEA member states as well as other countries can, if necessary, be dealt with by the Finnish Consumer Disputes Board <https://www.kuluttajariita.fi/en/index.html> (NB: the complaint forms used in the dispute resolution process are only available in Finnish and Swedish.)

If the client does not immediately report observed deficiencies to the caretaker or owner during the rental period, the destination will be considered to have been in the agreed condition. Deficiencies reported after the end of the rental period cannot be jointly verified, and Lomarengas is, therefore, not liable to compensate for them.

If a customer interrupts the booked holiday and leaves the holiday destination before the end of the rental period, no compensation will be paid for the unused time and the customer is not entitled to a refund of rent.

### **LOMARENGAS RIGHT TO CHANGE PRICES**

Once an agreement has been made, Lomarengas has the right to raise, and correspondingly, an obligation to lower the agreed price in the event of any changes in the taxes or public charges affecting the price of the holiday service.

### **ERRONEOUS PRICE INFORMATION**

Lomarengas shall not be bound by an error in the listed price if the price is so clearly erroneous that it is reasonable to expect the customer to notice the error. An example of such a case is a situation where the difference between the listed price and the actual price is considerable or the erroneous price can be considered exceptionally low in comparison with the general price level.

### **APPLICABLE LAW AND PLACE OF JURISDICTION FOR DISPUTES**

The contracting parties will attempt to resolve any disputes arising from the agreement through mutual negotiations. Should they fail to reach an agreement, the disputes will be settled at the District Court of Helsinki. The agreement is governed by Finnish law.

9/2020

## **ENSURE THE SUCCESS OF YOUR HOLIDAY**

**HERE'S A LIST OF SOME THINGS THAT YOU SHOULD REMEMBER WHEN DEPARTING FOR A COTTAGE HOLIDAY IN FINLAND.**

### **ARRIVAL TIME NOTIFICATION**

Please inform the owner/caretaker of the cottage of the time of your arrival and agree on picking up the key at the latest a day before the start of the rental unless otherwise specified in the driving instructions. This means the key will be waiting for you when you arrive.

The name and contact details of the owner/caretaker have been delivered to you with the invoice/booking confirmation. Usually, the locations will be available from 16:00 on the day of your arrival. The reservation ends on the day of departure at 10:00, 11:00 or 12:00 noon. The times of day for the cottage you have booked can be found in the booking confirmation/driving instructions.

### **DRIVING INSTRUCTIONS**

The driving instructions to the key pick-up location or the cottage have been delivered to you with the booking confirmation/invoice. We always recommend following the driving instructions as navigators may not find the correct location based on the address.

### **WHAT IS INCLUDED IN THE PRICE?**

The cottages have basic furniture and kitchenware for dining and cooking. Firewood is also included in the rental price of the cottage unless otherwise specified in the cottage description. If the cottage is located by a shore, a rowboat is included in the price of the cottage if this has been specified in the cottage description.

### **WHAT TO BRING WITH YOU?**

The cottages have pillows, duvets and mattresses. Please bring with you pillowcases, bedlinen and towels. In most cottages, bedlinen and towels may also be rented, starting from €10 per person (including sheets, a pillow case, a bath and a hand towel). We recommend renting bedlinen and towels in advance through Lomarengas, if necessary, because they may not necessarily be available upon your arrival at the cottage.

Washing-up liquid, dishwasher detergent, basic seasoning, toilet paper and paper towels are not included in the rental price.

### **FINAL CLEANING**

Final cleaning is not included in the price unless otherwise specified in the cottage description. We recommend ordering a final cleaning service so that you can enjoy your holiday until the last minute. We recommend ordering the cleaning in advance from Lomarengas (starting at €45), or you can organise it at the cottage with the owner/caretaker. If final cleaning is included in the price or if you book it as an additional service, you should only do the dishes and put them in their place. In addition, take the trash out to the bin and remove empty cans and bottles from the premises. Put the furniture back as you found it when you arrived.

You can also take care of the final cleaning yourself. The final cleaning includes: doing the dishes and putting them in their place, taking the trash out to the bin, removing empty bottles and cans, putting the furniture back as you found it upon arrival. Food-stuffs should be removed or taken to the bin. Rugs and floors should be cleaned with a vacuum cleaner. Floors should be wiped with a damp mop, tables and countertops should be wiped clean with a damp cloth, bedding should be aired outside, and the sauna and WC should be washed. The yard and barbecue should be left clean.

The final cleaning must all be done on the day of departure.

### **THE COTTAGE OWNER OR CARETAKER IS ALWAYS AVAILABLE TO HELP**

If you have any questions about the cottage, the owner or caretaker is available to help you. Please don't hesitate to contact the cottage owner/caretaker also if you observe any faults or deficiencies at the cottage. Do not let something that is easy to fix spoil your holiday. If you break something, let the owner/caretaker know and agree upon compensation during your holiday.

If you encounter issues, you can also call the Lomarengas customer service, tel. +358 (0)306 502 502 or the on-call number on certain public holidays +358 (0)400 425 739 (please check the times from our website).

## **ENJOY YOUR COTTAGE HOLIDAY!**