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1. Definitions

1.1. The Agreement

The term "Agreement" refers to this document containing terms and conditions regarding what applies when the Party Representative assists the Client in representing their interests.

1.2. The Client/Clients

"The Client/Clients" refers to the tenant/person/company/entity whom the Party Representative assists with legal issues after accepting the terms and conditions of this agreement.

1.3. The Party Representative

In this agreement, "The Party Representative" refers to the website www.bolando.dk, registration number CVR.nr. 37 45 45 24.

1.4. Compensation

"Compensation" is the savings (or other financial gain) that the Client obtains through the Party Representative's service after accepting the terms and conditions of this agreement.

1.5. Compensation Service and Purpose

The Party Representative's compensation service consists of a service aimed at providing savings or equivalent financial gain for the Client through settlement or by taking legal action through relevant legal instances.

1.6. The Price List

The term "Price List" refers to the list that forms the basis for the Party Representative's service fee. The Price List is outlined in section 3 of this agreement.

2. The agreement

2.1. Acceptance

When the Client has accepted these terms and conditions, an agreement is entered into between the Party Representative and the Client regarding the Party Representative's services. The Client accepts these terms and conditions through the following situations:

- Signing a power of attorney, granting the Party Representative the right to handle the Client's case.
- Contacting the Party Representative regardless of the form of contact.

2.2. Initially, the Party Representative will contact the Client's landlord with the purpose of reaching a settlement. If the landlord disputes the claim, the Party Representative, with the acceptance of this agreement, will bring the case before relevant legal instances, including authorities.

2.3. The Client is responsible for ensuring that the information provided to the Party Representative is accurate and truthful and pertains to the Client's lease agreement.

2.4. The Client guarantees that the claim/compensation that the Client wishes the Party Representative to obtain is not pursued by other providers. If this is the case, the case must be transferred to the Party Representative, and the current provider must accept this.

2.5. Both the Party Representative and the Client can terminate the case at any time. However, the Client cannot terminate this agreement in favor of another representative unless a service fee is paid equivalent to what the Party Representative could obtain for the Client.

2.6. Regardless of the preceding section 2.5, the Client generally cannot terminate the case if legal steps have been taken. This means that if the landlord has been contacted by the Party Representative or if the case has been brought before legal authorities. If the Client still wishes to terminate the case after legal steps have been taken, the Client must pay a service fee amounting to 2,000 DKK and cover other associated costs related to the case. Note - why do I have to pay 2,000 DKK if I terminate the case before it is concluded? The Party Representative invests a lot of time and resources in preparing the case. If the Client terminates the case before it is concluded, the Party Representative will need to demand a fee that covers the costs of preparing the case. The service fee is only payable if the Client chooses to withdraw their case.

2.7. If the Client receives payment or compensation from the landlord, the Party Representative must be informed about it. Such payment or compensation will be included as part of the Party Representative's service fee, which is calculated according to the price list stated in section 3 of this agreement.

3. Price List

3.1. If the Client does not achieve any savings or compensation, they shall not pay any service fee.

3.2. If the Client receives compensation of 500 DKK or less, the Client shall pay a service fee of 125 DKK.

3.3. If the Client receives compensation between 501-1,000 DKK, the Client shall pay a service fee of 250 DKK.

3.4. If the Client receives compensation between 1,001-1,500 DKK, the Client shall pay a service fee of 375 DKK.

3.5. If the Client receives compensation between 1,501-2,000 DKK, the Client shall pay a service fee of 500 DKK.

- 3.6.** If the Client receives compensation between 2,001-2,500 DKK, the Client shall pay a service fee of 625 DKK.
- 3.7.** If the Client receives compensation between 2,501-3,000 DKK, the Client shall pay a service fee of 750 DKK.
- 3.8.** If the Client receives compensation between 3,001-3,500 DKK, the Client shall pay a service fee of 875 DKK.
- 3.9.** If the Client receives compensation between 3,501-4,000 DKK, the Client shall pay a service fee of 1,000 DKK.
- 3.10.** If the Client receives compensation between 4,001-4,500 DKK, the Client shall pay a service fee of 1,125 DKK.
- 3.11.** If the Client receives compensation between 4,501-5,000 DKK, the Client shall pay a service fee of 1,250 DKK.
- 3.12.** If the Client receives compensation between 5,001-7,500 DKK, the Client shall pay a service fee of 1,875 DKK.
- 3.13.** If the Client receives compensation between 7,501-10,000 DKK, the Client shall pay a service fee of 2,500 DKK.
- 3.14.** If the Client receives compensation between 10,001-15,000 DKK, the Client shall pay a service fee of 3,750 DKK.
- 3.15.** If the Client receives compensation between 15,001-20,000 DKK, the Client shall pay a service fee of 5,000 DKK.
- 3.16.** If the Client receives compensation between 20,001-25,000 DKK, the Client shall pay a service fee of 6,250 DKK.
- 3.17.** If the Client receives compensation between 25,001-30,000 DKK, the Client shall pay a service fee of 7,500 DKK.
- 3.18.** If the Client receives compensation between 35,001-40,000 DKK, the Client shall pay a service fee of 10,000 DKK.
- 3.19.** If the Client receives compensation between 40,001-45,000 DKK, the Client shall pay a service fee of 11,250 DKK.
- 3.20.** If the Client receives compensation between 45,001-50,000 DKK, the Client shall pay a service fee of 12,500 DKK.
- 3.21.** If the Client receives compensation between 50,001-55,000 DKK, the Client shall pay a service fee of 13,750 DKK.

3.22. If the Client receives compensation between 55,001-60,000 DKK, the Client shall pay a service fee of 15,000 DKK.

3.23. If the Client receives compensation between 60,001-70,000 DKK, the Client shall pay a service fee of 17,500 DKK.

3.24. If the Client receives compensation between 70,001-80,000 DKK, the Client shall pay a service fee of 20,000 DKK.

3.25. If the Client receives compensation between 80,001-90,000 DKK, the Client shall pay a service fee of 22,500 DKK.

3.26. If the Client receives compensation between 90,001-100,000 DKK, the Client shall pay a service fee of 25,000 DKK.

3.27. If the Client receives compensation between 100,001-110,000 DKK, the Client shall pay a service fee of 27,500 DKK.

3.28. If the Client receives compensation between 110,001-120,000 DKK, the Client shall pay a service fee of 30,000 DKK.

3.29. If the Client receives compensation between 120,001-130,000 DKK, the Client shall pay a service fee of 32,500 DKK.

3.30. If the Client receives compensation between 130,001-140,000 DKK, the Client shall pay a service fee of 35,000 DKK.

3.31. If the Client receives compensation between 140,001-160,000 DKK, the Client shall pay a service fee of 37,500 DKK.

3.32. If the Client receives compensation between 160,001-170,000 DKK, the Client shall pay a service fee of 40,000 DKK.

3.33. If the Client receives compensation between 170,001-180,000 DKK, the Client shall pay a service fee of 42,500 DKK.

3.34. If the Client receives compensation between 180,001-190,000 DKK, the Client shall pay a service fee of 45,000 DKK.

3.35. If the Client receives compensation between 190,001-200,000 DKK, the Client shall pay a service fee of 47,500 DKK.

3.36. If the Client receives compensation between 200,001-210,000 DKK, the Client shall pay a service fee of 50,000 DKK.

3.37. If the Client receives compensation between 210,001-220,000 DKK, the Client shall pay a service fee of 52,500 DKK.

3.38. If the Client receives compensation between 220,001-230,000 DKK, the Client shall pay a service fee of 55,000 DKK.

3.39. If the Client receives compensation between 230,001-240,000 DKK, the Client shall pay a service fee of 57,500 DKK.

3.40. If the Client receives compensation between 240,001-250,000 DKK, the Client shall pay a service fee of 60,000 DKK.

3.41. If the Client receives compensation of 250,001 DKK or more, the Client shall pay a service fee of 62,500 DKK.

a. Cases concerning rent reduction

In cases related to rent reduction, the Party Representative charges a service fee from the client if the client achieves savings as a result of the Party Representative's service. The savings are calculated in the following manner:

- The client's total claim for reimbursement from the landlord if the client's rent is reduced retroactively.
- The client's total savings for a 6-month period if the client's rent is reduced with effect for the future. *The service fee is determined according to the rates mentioned in the price list, points 3.1. to 3.41.

4. Legal Expenses

4.1. The Party Representative's service costs solely what is stated in the price list in the preceding section 3 "Price List," subject to the provisions in points 4.2 to 4.4 below.

4.2. If the case is brought before the Rent Assessment Board or the Residential Complaints Board, the Party Representative will cover the administrative fee of 314 DKK (rate in 2020), unless otherwise agreed separately. The Party Representative may deduct the administrative fee from the compensation obtained by the Client.

4.3. If the case is brought before the Enforcement Court, the Party Representative may demand 1,500 DKK to cover legal expenses, including court fees, etc. However, the Client must always give prior consent before the case is brought before the Enforcement Court.

4.4. If the case is brought before the Housing Court, the Party Representative may demand 1,500 DKK to cover legal expenses, including court fees, etc. However, the Client must always give prior consent before the case is brought before the Housing Court.

Note - why do I, as the Client, have to pay legal expenses?

As a rule, the Party Representative will always cover the case expenses for the Rent Assessment Board, unless otherwise agreed. This may be due to insufficient evidence to win the case at the Rent Assessment Board, but the Client still wishes to proceed with the case. In such cases, the Party Representative will require the Client to pay the case expenses for the Rent Assessment Board. Even if the case is won at the Rent Assessment Board, the landlord may not pay the amount owed as ordered by the board. In such a situation, it may be necessary to bring the case to court to compel the landlord to pay compensation to the Client.

The Client will always have to agree to bring a case to court. In practice, this will happen by the Party Representative consulting the Client and obtaining their consent.

5. Handling of Personal Data

5.1. The Client agrees to have read and accepted the Party Representative's privacy policy. This can be found on www.bolando.dk. However, the essential parts of the privacy policy are stated in section 5.2 of this agreement. You can also click on the following link, which will take you directly to the page where the privacy policy is stated: <https://bolando.dk/cookie-og-persondatapolitik/>

5.2. The Party Representative has internal experts who assess and process the Client's case. However, the Party Representative also collaborates with external actors, including law firms, legal experts, and public authorities. The purpose of this external cooperation is to provide effective advice to the Client, including an efficient evaluation of the Client's case.

When the Party Representative represents the Client in the case, it may be necessary to disclose information to the Client's landlord, their representative, public authorities, and other actors.

6. Right of Withdrawal

6.1. If you are a consumer according to the EU Consumer Regulation, meaning you are a natural person entering into an agreement with a business when mainly acting outside your trade, you have a legal right of withdrawal.

6.2. You can withdraw from this agreement within 14 days after entering into the agreement (e.g., via email) without stating any reason. If you wish to exercise your right of withdrawal, the withdrawal must be sent within the 14-day period, and it must be clear that you are withdrawing from the agreement. Due to the nature of the service provided to you, you cannot withdraw from the agreement if we have informed you that the landlord has accepted our claims on your behalf, as we have already provided the service you requested. The withdrawal should be sent to: info@bolando.dk.

7. Client's Responsibilities and Obligations

7.1. At the request of the Party Representative, the Client is obliged to provide information necessary for the Party Representative to perform their service.

7.2. The Client understands and accepts that the Party Representative cannot be held liable in all respects regarding the performance of their service.

7.3. If the Client has provided incorrect information or acted in a fraudulent manner, the Party Representative reserves the right to terminate this agreement with immediate effect. Furthermore, the Party Representative reserves the right to charge a service fee of 2,000 DKK due to the fraudulent action, whereby the Client also accepts the forfeiture of any compensation or other financial gains. This means that the Party Representative will no longer be able to assist in collecting the Client's claims, but the Client is still obligated to pay 2,000 DKK in service fee to cover the Party Representative's expenses for attempting unsuccessfully to obtain compensation or pursue a claim on behalf of the Client.

8. Governing Law and Jurisdiction

8.1. This agreement is governed by Danish law.

8.2. Disputes arising from the Client's use of the Party Representative's services that cannot be reasonably resolved between the parties shall be subject to Danish law and shall be settled before the Danish courts, with Odense City Court as the venue.

9. Liability and Insurance

9.1. The Client understands and accepts that the Party Representative disclaims liability for advice, consultation, and related services that unexpectedly result in financial loss for the client.

9.2. The Client understands that the Party Representative does not have liability insurance.

9.3. The Client understands and accepts that the Party Representative does not provide a guarantee for the advice and other related services. However, the Party Representative commits to providing the best service.

10. Educational Background

10.1. The Party Representative, the director of BOLANDO.dk, holds a bachelor's degree in law. Additionally, the Party Representative collaborates with lawyers and other legal professionals.

11. Complaint Procedure

11.1. If you wish to raise objections regarding deficiencies in the services provided by the Party Representative, you can send your objections to inf@bolando.dk.

11.2. If you wish to file a complaint about a service purchased and carried out by the Party Representative, you can submit a complaint to the Center for Complaint Resolution at the Danish Competition and Consumer Agency, Carl Jacobsens Vej 35, 2500 Valby. You can lodge a complaint with the Center for Complaint Resolution via www.forbrug.dk.

11.3. The European Commission's Online Dispute Resolution platform can also be used to file a complaint, especially if you are a consumer residing in another EU country. Complaints can be filed here: <http://ec.europa.eu/odr>.

When submitting a complaint, please provide our email address info@bolando.dk.

12. Concluded Provisions

12.1. The Party Representative reserves the right to amend/update these terms and conditions, including the price list, at any time. However, changes will not affect the Client retroactively if they have already entered and signed the agreement with the Party Representative.

12.2. If any elements, provisions, or other terms of this agreement are found to be illegal or unenforceable, it will not render the rest of the provisions/agreement invalid.

Last updated on January 27, 2020.