

Operating procedures for the BHM (OBHM) Holiday Fund

initially approved at the meeting of the board of the BHM Holiday Fund on 5 April 2001, cf. item 5 of Article 6 of the Charter for the Fund as amended¹⁾

1. The rights of fund members.

- a) ***In general.*** The rights of fund members are governed by the BHM² Fund Charter, including by the current operating procedures for the Fund. Fund membership is as a rule based on there being paid a monthly contribution to the Fund that is equal to 0.25% of gross pay. The monthly earned holiday points is a maximum of 4 points. The earning of points is solely based on the payment of a contribution, an annual fee or a lifetime payment. Holiday points are not earned if payments to the fund are cancelled and if at the same time the right to use the holiday fund benefits and entitlements continues undiminished, cf. item c and d of this Article.
- b) ***The annual fee of job seekers and disabled persons*** and in addition those Fund members who pursue continuing education, or who take an unpaid leave from their job, cf. paragraph 4 of Article 3 of the Charter, shall be ISK 3.000,- and shall equal the earning of 48 points.
University graduates who so wish will be able to create a right by having payments on their behalf of 0.25% of the premium base being paid to their trade union.
- c) ***Maternity/paternity leave.*** Fund members, men and women, enjoy unreduced rights during maternity / paternity leave, provided they pay their trade union fees of the benefit payments they receive from the Maternity/Paternity Leave Fund
- d) ***Per diem payments from the BHM Sickness or Support Fund.*** Those fund members who receive per diem payments from the sickness or support fund and who enjoyed full rights and entitlements in the Holiday Fund prior to the start of per diem payments have undiminished membership rights in the Holiday Fund during the period of per diem payments.
- e) ***Pensioners*** Those fund members who enjoy full rights in the OBHM in drawing their pension can pay a lifetime payment of ISK 10.000⁴,- with reference to the consumer price index of April 2005 (ISK 17,843 in November 2015, 430.9 points) in order to maintain membership status and will receive on their payment thereof 72 points. There will be no further earning of points.
- f) ***Inactive fund members.*** Fund members are registered as inactive during any periods when payments are not made for them into the fund unless they are subject to items c and d of this Article.

2. Allocation of the Easter holiday leave and of the summer holiday leave, i.e. for the holiday leave allocation periods.

The holiday leave allocation period is:

Easter. As of Wednesday before Easter for one week.

Summer domestic holiday. As of the second Friday in June for 10 weeks.

Summer holiday abroad. As of the first Friday in May for 20 weeks.

- a) ***The priority of Fund members.*** Only fund members may order a house/flat during the allocation periods.
- b) ***Applications.*** Applications must be submitted electronically through the OBHM reservations website. Else you must contact the office of the fund.
- c) ***Validity of applications.*** Only those applications are valid that are submitted at the correct time.

d) **Deadline for applications.** End of deadline with respect to a stay at:

² Approved at the annual meeting on 12 May 1999 and at the BHM general meeting on 1 April 2000 as amended.

³ Approved at the annual meeting on 28 April 2004

⁴ 241,5

- (i) trade union holiday flats abroad is 15 February.
- (ii) trade union holiday houses domestically during the Easter period is 1 March.
- (iii) trade union holiday houses domestically during the Summer period is 31 March.

e) **Priority for allocation.** In respect to any priority among fund members the rule shall apply that the individual who holds the highest number of points will become the recipient of allocation.

If applicants have an equal number of points the following factors shall determine the decision of who will receive allocation according to the following order of priority:

- (i) the period that has passed since the last allocation
- (ii) chronological age.

Number of points as per 31 December determines with respect to allocation the following year.

f) **Payment arrangements for allocation.** Allocation for stay during the allocations periods must be paid at the latest on the final due date which is typically 2 weeks after the allocation has been made except when Easter is early in the year. If a fund member does not pay on the final due date the allocation expires.

g) **Priority reservation after allocation and the period of payment.** Those who apply but do not receive allocation will get priority with respect to reservations for a period of one week after it becomes clear which holiday options are available. The same applies to those who did not pay at the correct time. After this period has passed the following rule will apply to all fund members: first to make a reservation - first to get. Then at the same time the weeks before and after the summer holiday allocation period are open for applications as the four houses that are not subject to allocation but may nevertheless be reserved as the houses that still are not taken after the time allowed for payment has passed and after priority reservation.

h) **Deduction due to utilisation of holiday leave options.**

- (i) Point deductions domestically: For each allocation of summer houses or of other offers by the holiday fund domestically the following rule shall apply:
 - For allocation during the allocation period 150 points.
 - For shorter allocation during the allocation period 21 points for each night.
 - For coupons that are subsidised by OBHM, 5 points each coupon.
 - For gift certificates 8 points for each gift certificate (from 1 January 2015).
- (ii) Point deductions abroad:
 - For flats abroad during the allocation periods 150 points will be deducted. For other weeks 35 points will be deducted for each week.
- (iii) If you cancel an allocated week or a hotel reservation no points will be deducted but provisions regarding 80% reimbursement apply, cf. item c Article 4.
- (iv) Rules regarding deduction of points shall generally be revised annually.

i) **Priority because of motor impairment.** Fund members who suffer from motor impairment/disability or who have family or friends who are in such condition have priority to house No. 23 in Brekkuskógur. There is a special allocation for that house

before other allocations take place, cf. at the same time item e of Article 2. of these rules and the applicant must contact the fund's office for the application.

- j) **Allocation to others.** Individuals who are not fund members, can only make reservations for houses not taken during the allocation period when fund members have been offered the option to get an allocated house and there are less than 24 hours until the stay commences, i.e. at 9:00 on a Friday for a stay that begins as of that Friday. They shall pay a 50% higher price for the rent.
- k) **Minimum allocation period.** There is no option to rent for less than 7 nights during the allocation periods, cf. on the other hand item-j of this Article. Four houses, one in each region of the country are exempt from the one week rent period but will however only be rented for one week at a time. In the case of a flat in Copenhagen there is a rule that the allocation of a flat is not for a shorter period than one week at a time. A fund member can however obtain a shorter period of allocation if the flat has not been rented out for a whole week four weeks before the requested period.
- l) **Maximum allocation period.** Each fund member only gets one week allocated during each allocation period. After priority reservation during the Easter period and during summer rent a fund member can get more weeks cf. item g of Article 2 regarding the rule: first to make a reservation - first to get
- m) **Rent.** See the price list on the fund web page.
- n) **Day of change of occupancy.** The day of change of occupancy is generally a Friday - unless stated otherwise.
- o) **Hour of change of occupancy.** The hour of change of occupancy in the BHM Holiday Fund houses during the summer time is at 18:00 upon arrival and at 12:00 upon departure. Regarding hour for change of occupancy in the houses the property of others depends upon the local rules.

3. Renting outside of the allocation periods.

- a) **No points.** Beyond the allocation periods the rule applies to fund members: the first to make a reservation - first to get and no deduction of holiday points. The week before and the week after the summer allocation period is rented out as a whole week but without the deduction of points.
- b) **Disclaimer regarding reservations.** As of 15 June of each year fund members can make reservations for a house as of the end of the summer allocation, three months in advance, however in such manner that if the turn of the month coincides with a weekend then the end of month will be considered as of Friday before the end of the month. After that one new month is added on the 15th of each month. The same applies to the reservation of a flat in Copenhagen because there the reservations start on 15 of July each year.
- c) **Hour of change of occupancy.** The hour of change of occupancy at Brekkuskógur/Hreðavatn during the winter period is at 17:00 upon arrival and at 16:00 upon departure. For other holiday options, see the website for reservations.
- d) **Maximum number.** Outside of the allocation periods you can at most make reservations for 2 houses/flats at a time per each fund member during the same weekend unless a house has remained unrented two days prior to the stay. Over the Christmas period and around the New Year it is not permitted to make reservations for more than one flat in Reykjavík and in Akureyri at the same time.
- e) **Payment arrangement.** Payment with credit card for reserved stay through a website for reservations, by bank transfer through online banking, or payment on the same day if the reservation was made at the office of the fund.
- f) **Priority because of motor impairment.** Fund members who suffer from motor impairment/disability or who have family or friends who are in such condition have priority to house No. 23 in Brekkuskógur however the rule: first to make a

reservation - first to get, still applies

- g) **Allocation to others.** Individuals, who are not fund members, can make reservations for houses not taken outside of the allocation periods when there is less than one day until the period of stay begins. The same applies to fund members who have already fully used their right according to item d. The chairman and/or the manager may rent out the house to another person under special circumstances. They shall pay a 50% higher price for the rent.
- h) **Organisations/institutions and groups** It is permissible to rent out holiday houses to organisations and groups, such as singing choirs and other amateur organisations for up to 4 nights from midday on Monday until midday on Friday.
- i) **Renting out assembly rooms.** It is permissible to rent out an assembly room in the Brekkuskógur community centre (the base of reference is that the payment is half the weekly rent for a C-house).
- j) **The board and staff of OBHM.** Representatives on the board of the BHM holiday fund make reservations in the same manner and pay the same fee as other fund members for stay in the fund's holiday houses. It is expected that the fund's board and staff undertake an inspection of the property during one weekend per year without pay.
- k) **Minimum allocation period.** There is no option offered to rent less than two nights that are outside of the allocation periods unless the case is that one single night is free and then it counted as half the price of the two first nights. In the case of a flat in Copenhagen there is a rule that the allocation of a flat is not generally intended for a shorter period than one week at a time. A fund member can however obtain a shorter period of allocation if the flat has not been rented out for a whole week two weeks before the requested period.
- l) **Maximum allocation period.** There is no option for rent of a period longer than 2 weeks outside of the allocation period
- m) **Rent.** See the price list on the fund web page.

4. Obligations of the fund.

- a) **Defects.** If the holiday facility is lacking in standard the fund members are asked to inform the supervisor as soon as possible or otherwise the funds office. If the defect has caused the deterioration of the quality of the holiday stay then the fund will reimburse half the rent payment if there was no discount given beforehand because of this. Complaints because of defects shall be received when the stay is over, at the latest.
- b) **Substantial defects.** If the holiday facility is completely unacceptable and the fund member discontinues his stay for that reason, the fund will reimburse 100% of the rent payment.
- c) **Cancellations and changes.** If a fund member discontinues his stay domestically during the allocation period with at least 14 days advance notice the fund will reimburse 80% of the rent. But during other seasons of the year with 7 days advance notice. If a fund member discontinues his stay with less advance notice the fund will not reimburse 80% unless the house is rented out again. It is possible for the lessee to change the reservation one time for each lease. It is possible to change the facilities into another similar or more expensive option, the difference in rent cost is not reimbursed. In such case the lessee should contact the holiday representative who will arrange for such change. This change needs to take place with at least 14 days advance notice during the summer period and with at least 7 days advance notice during the winter period. The same applies also when the stay is discontinued or when the period of stay in a holiday flat abroad is altered –

however in such way that instead of 14 days advance notice the advance notice is 28 days. If a hotel coupon is not used and there is a request to receive reimbursement then 80% of the rent price is reimbursed as well as the recovery of points. Camping card, fishing card, gift certificate or other similar discount cards are not reimbursed.

- d) ***Weather and snow removal.*** The BHM holiday fund vouches for snow removal on Fridays and Sundays at the holiday locations, but not on other days and does not guarantee the weather conditions or the road conditions on the highways. Hiking trails at the holiday areas and trails leading to the houses are not having snow removed. The rent payment is therefore not reimbursed even though the fund member is unable to utilise his stay in full because of weather or bad road conditions.
- e) ***Force majeure.*** If weather or other ungovernable exterior causes hinder a holiday stay and the road authorities, the weather bureau, the police or other public entities warn decidedly against people going on trips to the areas where the fund's holiday houses are located the rent payment will however be refunded up to 80% of the payment. If illness prevents the holiday stay and the impediment is called in to the office as soon as possible, or at the latest at 12:00 on the starting day of the lease, it is permitted to reimburse 80% of the rent amount against the showing of a medical certificate.
- f) ***Handover of the keys.*** Fund members' attention is pointed to reading carefully the lease agreement where there is information about a keybox and / or about the handover of the keys.

5. The obligations of the holiday guests.

- a) ***Cleaning fee.*** The standard cleaning fee is ISK 15,000 and DKK 750 abroad if the cleaning is sub-standard in the view of the supervisor. If there is a particular lack of cleaning and it will require more expenses for the fund then the lessee shall be required to pay such expenses. It is permitted to set off against the indemnity deposit.
- b) ***Indemnity.*** An indemnity amount of ISK 5,000 is deposited to insure the return of the key. There is no advance payment of indemnity deposit for the cleaning fee or for damages unless an admonishment has been given for similar violations earlier, or if there is otherwise reason for this because of earlier conduct of the relevant fund member.
- c) ***Responsibility for orderliness and conduct.*** Fund members are responsible for orderliness and conduct with respect to the holiday houses, the holiday location and other property of the BHM holiday fund according to the general rules of tort law and of lease law, i.e. generally speaking loss must be paid what amounts to the expenditures that the loss causes the fund if such loss is caused intentionally or because of negligence. Follow normal codes of conduct.
- d) ***Prohibition against transfer.*** A fund member may not transfer to others the right to lease, nor allow other unauthorised persons to lease in his or her own name.
- e) ***Pets.*** It is not allowed to bring dogs, cats or other pets to the houses owned by the BHM holiday fund, or that are used by the fund unless it is specifically stated in the lease agreement that this is permitted. It is however permitted to keep dogs in houses No. 13, 15, 16, 17 and 37 at Brekkuskógur and in house No. 22 at lake Hreðavatn provided that all general rules regarding dog keeping are followed. Free-range dogs in the area are strictly prohibited.
- f) ***Violation of rules.*** Admonitions will be issued with respect to violations of regulations or of common rules of conduct and fund members may give their own account of events before a decision is taken to issue an admonition. If another

comparable violation is committed within a period of two years from when the violation which gave rise to the admonition was committed, the fund member shall forfeit his right to allocation for a period of 2 years.

6. Other provisions.

- a) **Entry into force.** These rules were originally approved by the board of the fund on 5 April 2001 and they entered into force on 7 April 2001.
- b) **Repeal.** Upon the entry into force the previous allocation rules were repealed.
- c) **Publication.** The rules shall be published on the fund's and BHM's website.
- d) **Presentation.** The rules were presented at the annual meeting of the fund's representative board on 23 May 2001 and are being presented regularly at another venue as the case may be, and any amendments are approved on each occasion by the board (see the footnote) and the rules are updated on the homepage.
- e) **New holiday options.** When new holiday options are added the holiday fund staff take a decision as to in which price category these will be placed.

¹ Amendments passed at board meeting 7 May 2001, 5 September 2001, 9 January 2002, 30 January 2002, 8 May 2002, 5 June 2002, 17 July 2002, 9 October 2002, 6. November 2002, 8 January 2003, 5 February 2003, 5 Mars 2003 and 2 April 2003, 4 February 2004, 18 August 2004, 1 September 2004, 6 October 2004, 3 November 2004, 1 February 2005, 12 April 2005. 27 September 2006, 28 November 2006, 11 December 2007, 9 December 2008, 13 January 2009, 2 March 2010, 6 December 2011, 13 November 2012. 12 November 2013. 09 December 2014. 10 November 2015.

