

# General Terms and Conditions

Please find our General Terms and Conditions below. These terms and conditions will apply whenever you use the services that we provide or make a booking. These terms and conditions govern your rental agreement with the landlord referred to in the application form. SIM Solutions S.A.R.L. (Luxuryrentalsdordogne.com) is the intermediary in this connection but is not a party to the rental agreement. The General Terms and Conditions contain important information for you as a tenant. For this reason, we recommend that you read them carefully. We also recommend that you save and print these General Terms and Conditions so that you can re-read them at a later point in time.

## Article 1. Definitions

- 1.1. **General Terms and Conditions:** these General Terms and Conditions.
- 1.2. **Tenant:** the natural person or legal entity entering into a Rental Agreement with the Landlord.
- 1.3. **Rental Agreement:** The agreement between the Tenant and the Landlord with regard to a holiday home that has been formed via the Website, of which the present terms and conditions form part.
- 1.4. **Agreement:** any commitment or Agreement between SIM Solutions and the Tenant, and of which the present terms and conditions are a part.
- 1.5. **SIM Solutions:** SIM Solutions S.A.R.L (Luxuryrentalsdordogne.com), having its registered office at Le Touroulet 24800 in Chalais, France and registered with Siret number 520 799 628000 18.
- 1.6. **Holiday Home:** the holiday home, or other residence, offered by the Landlord via the Website.
- 1.7. **Landlord:** the natural person or legal entity offering a Holiday Home on the Website.
- 1.8. **Website:** the SIM Solutions website, consisting of a platform for letting and renting holiday homes, which can be viewed via <https://www.luxuryrentalsdordogne.com> including all associated domains and subdomains.

## Article 2. Scope of the General Terms and Conditions

- 2.1. These General Terms and Conditions apply to all Rental Agreements, unless expressly agreed otherwise in writing.
- 2.2. If the Tenant incorporates terms or conditions in its order, confirmation or notice of acceptance that differ from or are not included in the General Terms and Conditions, these will only be binding on SIM Solutions or the Landlord if and insofar as SIM Solutions or the Landlord has expressly accepted them in writing.
- 2.3. In the event that specific product or service conditions apply in addition to these General Terms and Conditions, those conditions will apply as well, whereby the Tenant can always invoke the applicable condition most favourable in its case if there should be any inconsistency between conditions.

## Article 3. Prices and information

- 3.1. All prices quoted on the Website include VAT and other government levies, unless the Website states otherwise.
- 3.2. If additional costs are charged, such as booking fees, tourist taxes, cleaning costs or a deposit, this will be stated clearly, in good time prior to the conclusion of the Rental Agreement. In addition, these costs will be specified separately in the offer.
- 3.3. The content of the Website has been compiled with the greatest possible care. However, SIM Solutions cannot guarantee that all the information on the Website is correct and complete at all times. All prices and other information provided on the Website and in other material issued by SIM Solutions are therefore subject to evident programming and typing errors.

- 3.4. SIM Solutions cannot be held responsible for colour variations or other deviations due to screen quality.

#### **Article 4. Formation of the Rental Agreement**

- 4.1. The Tenant may submit an application via the Website to temporarily rent a Holiday Home. SIM Solutions will then send, on behalf of the Landlord, an offer with regard to the relevant Holiday Home and the corresponding prices. If the Tenant wishes to accept the offer, the Tenant must click on the 'button/link' designated for that purpose to finalise the booking. That is the time when the Rental Agreement is formed.
- 4.2. If the Tenant accepted the offer electronically, SIM Solutions will electronically confirm receipt of the acceptance of the offer without delay. As long as the receipt of this acceptance has not been confirmed, the Tenant will be able to terminate the Rental Agreement.
- 4.3. Only the persons listed on the application by the Tenant may stay in the Holiday Home. If the Landlord finds that there are more persons staying in the Holiday Home (or elsewhere on the site of the Holiday Home, such as in tents or caravans), then the Landlord is entitled to terminate the Rental Agreement with immediate effect and to have the Tenant (and accompanying persons) removed, without the Tenant being entitled to any (partial) refund of the rent.
- 4.4. If it is established that the Tenant provided incorrect information when accepting the offer or otherwise concluding the Rental Agreement, the Landlord will have the right to suspend fulfilment of its obligation until the correct information has been received.
- 4.5. If the Holiday Home proves to be unavailable at the beginning of the rental period or is not suitable for letting, the Landlord will inform the Tenant of this as soon as possible. The Landlord will do its best to offer an alternative of the same size and quality. If this proves impossible, the rent and deposit will be refunded to the Tenant. Neither the Landlord nor SIM Solutions will be liable for any other damage or compensation.

#### **Article 5. Mediation**

- 5.1. SIM Solutions is only an intermediary in the formation of the Rental Agreement between the Tenant and the Landlord. SIM Solutions is not a party to the Rental agreement between the Tenant and the Landlord. SIM Solutions is not itself responsible, therefore, for the process of, the offer, the supply and quality of the Landlord's services; this is the Landlord's own responsibility. SIM Solutions cannot be held liable for any damage ensuing from the aforementioned Rental Agreement between the Tenant and the Landlord.
- 5.2. SIM Solutions will endeavour to check the Landlords to the best of its ability. However, SIM Solutions cannot guarantee that the Landlords meet the qualifications described on the Website.

#### **Article 6. Performance of the Rental Agreement**

- 6.1. The Landlord is responsible for the information, description and images of the Holiday Home on the Website.
- 6.2. The Landlord shall ensure that the relevant information about the Holiday Home is provided on the Website and that this information is accurate. However, a Holiday Home may deviate slightly from the description, for example because of recent changes to the Holiday Home.
- 6.3. Should certain information or characteristics of the Holiday Home really be essential to the Tenant (for example, wheelchair accessibility), it is the Tenant's responsibility to verify this.
- 6.4. During the rental period and the stay in the Holiday Home, the Tenant must comply with the Holiday Home rules in Annex 1.
- 6.5. In addition to the Holiday Home rules in Annex 1, the Landlord may also set additional Holiday Home rules that apply to the Tenant.

## **Article 7. Payment**

- 7.1. As soon as the Rental Agreement has been formed in accordance with Article 4.1, the Tenant must make the following (initial) payment to the Landlord within eight days:
  - a) If the booking is made more than eight weeks prior to the commencement of the rental period, the Tenant must make an initial payment of 30% of the total rent. The remaining amount must be paid together with the agreed deposit and any additional costs no later than eight weeks before the commencement of the rental period.
  - b) If the booking is made less than eight weeks before the commencement of the rental period, the Tenant must pay the total rent and deposit.
- 7.2. The Tenant must always pay to the Landlord and to the bank account number specified by the Landlord and by means of the payment method requested by the Landlord.
- 7.3. If the Tenant has not paid the full (initial) payment and deposit referred to in paragraph 1 within eight days of confirmation, the Landlord will be entitled to terminate the Rental Agreement and to charge any cancellation charges in accordance with Article 8. The Landlord may set off the cancellation charges against any amount to be refunded.
- 7.4. If the Tenant fails to meet its payment obligation in time and, having been notified by SIM Solutions that payment is overdue and then having been offered a period of fourteen (14) days in which to meet its payment obligations by the Landlord, fails to effect payment within this 14-day period, the Tenant will owe interest at the statutory rate on the outstanding amount and the Landlord will be entitled to pass on the extrajudicial collection costs that it has incurred to the Tenant.

## **Article 8. Right of revocation and cancellation**

- 8.1. The statutory right of revocation (reflection period of 14 days) is excluded for Rental Agreements as these concern the renting of accommodation with a specific date or period.
- 8.2. If the Tenant wishes to cancel the booking made, the Tenant must inform SIM Solutions or the Landlord of this by email. The date on which the cancellation was received will determine which part of the rent is due, by way of cancellation charges:
  - a) Cancellation more than 42 days before commencement of the rental period: 30% of the total rent (deposit will be refunded).
  - b) Cancellation 29-42 days before commencement of the rental period: 50% of the total rent (deposit will be refunded).
  - c) Cancellation 0-28 days before commencement of the rental period: 100% of the total rent (deposit will be refunded).
- 8.3. If the Tenant owes any amount after the cancellation, the Tenant must pay this within eight days after the cancellation in accordance with Article 7.
- 8.4. If the Tenant is entitled to a refund of money after the cancellation, the Landlord must repay this amount to the Tenant within eight days of the cancellation.

## **Article 9. Complaints handling procedure**

- 9.1. The Tenant may submit complaints to SIM Solutions about the service provided by the Landlord. SIM Solutions will do its best to discuss such a complaint with the Landlord in order to arrive at a solution. However, SIM Solutions is not responsible for solving the problem between the Tenant and the Landlord.
- 9.2. The Tenant may submit complaints about the Holiday Home to the Landlord. The Landlord will discuss with the Tenant which solution is desirable and realistic. The Tenant must report complaints to the Landlord as soon as possible after discovery of the problem in order to enable the Landlord to resolve it. The Landlord will do its best to resolve well-founded complaints for the Tenant as soon as possible.
- 9.3. If a complaint has not been resolved by the end of the rental period, the Tenant must also submit the complaint to the Landlord in writing within seven days of the end of the rental period.

## **Article 10. Liability**

- 10.1. The Tenant is aware that SIM Solutions only mediates in the formation of the Rental Agreement between the Tenant and the Landlord. SIM Solutions is not responsible for any failure in the performance of the Rental Agreement, as SIM Solutions is not a party to the Rental Agreement.
- 10.2. The Tenant and the persons using the Holiday Home together with the Tenant are themselves responsible for their own conduct at all times. The Landlord cannot be held responsible for any damage resulting from the conduct of the Tenant or any accompanying persons themselves. The Landlord is also not liable for the loss or theft of any of the Tenant's goods.
- 10.3. Insofar as permitted by law, the Landlord shall not be liable for malfunctions or failures of mechanical, electrical or other equipment or goods, including the Holiday Home itself and the swimming pool, but shall endeavour to proceed to repair them within a reasonable time. No compensation or discount is granted for the time during which such equipment or goods cannot be used.
- 10.4. Any limitation or exclusion of liability stipulated in the Rental Agreement or the General Terms and Conditions shall not apply in the event and to the extent that the damage is attributable to an intentional act or wilful recklessness on the part of the Landlord.
- 10.5. If the Landlord is nevertheless liable vis-à-vis the Tenant, the compensation will be limited to the amount paid by the Tenant to the Landlord.

## **Article 11. Personal data**

- 11.1. SIM Solutions shall process the Tenant's personal data in accordance with the privacy statement published on the Website.

## **Article 12. Final provisions**

- 12.1. The Rental Agreement is governed by the laws of the country where the Landlord is domiciled. If the Tenant is a natural person not acting in a professional or business capacity, this choice of law will not affect the protection which the Tenant enjoys under the mandatory law of his or her place of residence.
- 12.2. To the extent that the rules of mandatory law do not prescribe otherwise, any and all disputes that may arise from the Agreement with SIM Solutions will be submitted to the competent court in the district in which SIM Solutions has its registered office and disputes that may arise from the Rental Agreement will be submitted to the competent court in the district in which the Landlord is domiciled.
- 12.3. If any provisions in the General Terms and Conditions are declared null and void, this will not affect the validity of the Agreement and the Rental Agreement as a whole. In that case, the parties will replace that provision with one or more new provisions that will reflect the purpose of the original provision as much as is possible under the law.
- 12.4. The term 'written' in these terms and conditions also refers to communication by email or any other electronic means of communication, provided that the sender's identity and the integrity of the message have been sufficiently established.

## ***Contact details***

If you should have any questions, complaints or comments after reading these General Terms and Conditions, feel free to contact us.

SIM Solutions S.A.R.L.  
Le Touroulet 24800 Chalais France

Telephone : [+33 \(0\)553553071](tel:+33(0)553553071)

Mobile : [+33 \(0\)672956177](tel:+33(0)672956177)

Siret : 520 799 628 000 18  
VAT : FR11520799628

# Annex I: Holiday Home rules

## Article 1. Rules of conduct

- 1.1. During the rental period, the Tenant and all those present must act as may be expected of a good tenant. This means, among other things, that they must not cause damage to or (noise) nuisance for third parties. It is expressly not permitted to use the Holiday Home for student parties, stag and hen parties and other drinking parties.
- 1.2. Smoking is not permitted in the Holiday Home, unless it has been expressly stated or agreed that it is permitted.
- 1.3. If the Tenant or the persons accompanying the Tenant violate these Holiday Home rules of Annex 1, the Landlord is entitled to terminate the Rental Agreement and to have such persons removed from the Holiday Home. The rent will not be refunded.

## Article 2. Pets

- 2.1. Pets are not allowed in all Holiday Homes. If the application form states that the Landlord's permission is required for pets, the Tenant must send a request to SIM Solutions by email. SIM Solutions will forward the request to the Landlord and inform the Tenant of the Landlord's decision. Refusal of permission does not entitle the Tenant to cancel the booking free of charge.
- 2.2. If the Landlord gives permission, the following rules apply with regard to the pets:
  - a) The Tenant is responsible for the pets at all times, including any damage caused by the pet to, for example, the Holiday Home.
  - b) The presence of a pet can result in additional cleaning costs (dirt brought in, floors, hair loss, additional airing of rooms, etc.). If there are additional costs, these will be passed on to the Tenant and deducted from the deposit.
  - c) Every pet must be free of fleas.
  - d) The Tenant must remove any excrement from the garden or area surrounding the Holiday Home.

## Article 3. Swimming pool

- 3.1. Most of the Holiday Homes have a swimming pool. This is stated on the Website. However, the Landlord is entitled to close a swimming pool outside the season. This is not a ground for a refund of all or part of the rent. If the Tenant wants to be certain that the swimming pool will be open in the rental period concerned, the Tenant must check this with the Landlord.
- 3.2. Swimming pools comply with the safety guidelines set. However, there is no supervision by third parties during the stay. It is always the Tenant's responsibility, therefore, to exercise normal caution when using the swimming pool. In particular, parents should adequately supervise children using the pool.
- 3.3. If a defect is discovered in the swimming pool that may pose a hazard, the Tenant must report this to the Landlord immediately.
- 3.4. The use of a swimming pool is always the Tenant's own responsibility. The Landlord shall never be liable for any damage or injury arising from the use of the swimming pool.
- 3.5. The Tenant must ensure that no liquids or other substances end up in the swimming pool. If, as a result of the Tenant's actions, liquids or other substances end up in the swimming pool, as a result of which the swimming pool must be cleaned, the Tenant must immediately report this to the Landlord. The Landlord may charge any cleaning costs to the Tenant.

#### **Article 4. Damage**

- 4.1. If anything has been damaged during the stay (if glass or a chair is broken, for instance), the Tenant must report this to the Landlord as soon as possible.
- 4.2. The Tenant is liable for any and all damage to, in or around the Holiday Home that arose during the stay as a result of the actions of the Tenant or the persons staying in the Holiday Home together with the Tenant. This includes damage to household effects such as furniture or tableware, damage to the Holiday Home itself, such as broken windows, but also damage caused by fire or water. In principle, damage is understood to mean the costs of repair, and, if repair is not possible, the costs of replacement.
- 4.3. The Tenant and any other persons staying in the Holiday Home must have appropriate liability, accident and health insurance during the stay. The Landlord is not liable for the consequences of not having appropriate insurance.

#### **Article 5. Hand-over, final inspection of Holiday home and deposit**

- 5.1. Upon check-out, the Tenant must ensure that the Holiday Home is left in the same condition as that in which it was found upon arrival.
- 5.2. Upon check-out, the Tenant must be present and cooperate with the final inspection by the Landlord or a third party designated by the Landlord. During the final inspection, an assessment will be made of whether there is damage or whether additional cleaning is necessary and, if so, what the costs are. If the Tenant has left the Holiday Home before the final inspection, the Landlord shall be entitled to perform the final inspection independently. The Landlord's findings are final.
- 5.3. If it turns out that there is damage or additional cleaning is required, the Tenant must pay the associated costs. The Landlord is entitled to deduct these costs from the deposit. If these costs exceed the deposit, the Tenant must pay these costs to the Landlord within eight days of the final inspection.
- 5.4. If no damage has been found at the final inspection and no additional cleaning is required, the deposit paid by the Tenant will be repaid to the Tenant to the account number stated by the Tenant within 14 days of the end of the rental period.