

# TERMS AND CONDITIONS

Mediation and Rental Conditions of My Holiday Reisecenter GbR | VibaVilla

My Holiday Reisecenter GbR, Obertorstrasse 6, 89537 Giengen an der Brenz, Germany

## §1 Mediator Status - No Package Travel

1.1 My Holiday Reisecenter GbR (hereinafter "My") operates the online platform vibavilla.com.

1.2 My acts as an intermediary on behalf and for the account of the respective property owner/landlord for holiday homes and villas.

1.3 My acts solely as an intermediary. The rental agreement is concluded exclusively between the Guest and the respective Owner.

1.4 My is not a tour operator within the meaning of §§ 651a et seq. BGB or EU Directive 2015/2302.

## §2 Property Location - Republic of Turkey

2.1 The mediated holiday properties are located in the Republic of Turkey.

2.2 The Guest acknowledges that local Turkish laws, safety standards and regulations apply at the location.

2.3 Country-specific differences compared to German or EU regulations may exist.

## §3 Conclusion of Contract

3.1 By submitting a booking, the Guest makes a binding offer to conclude a rental agreement with the respective Owner.

3.2 The rental agreement becomes effective upon acceptance by the respective Owner. The booking confirmation is transmitted by My on behalf of the Owner.

3.3 My is authorized by the Owner to collect all payments on behalf of the Owner. Payments are exclusively debt-discharging when made to My as the authorized collection agent.

## §4 Payment Terms

4.1 A deposit of 30% of the total rental price is due upon contract conclusion, payable within 7 working days of receiving the booking confirmation.

4.2 The remaining balance of 70% is due no later than 28 days before arrival.

4.3 In case of late payment, the Owner may withdraw from the contract after granting a reasonable deadline and charge cancellation fees per §5.

4.4 Payments can be made by credit card, PayPal or bank transfer.

## §5 Guest Cancellation - Cancellation Fees

5.1 According to § 312g (2) No. 9 BGB, there is no statutory right of withdrawal for accommodation services.

5.2 The Guest may cancel at any time before the start of the rental. The cancellation must be declared to My as the Owner's authorised representative for receiving declarations. The date of receipt of the cancellation by My is decisive.

5.3 The following graduated cancellation fees apply (based on total rental price):

- Up to 60 days before arrival: free of charge
- 59 to 36 days before arrival: 30%
- 35 to 15 days before arrival: 60%
- 14 to 4 days before arrival: 90%
- From 3 days before arrival, no-show or early departure: 100%

5.4 The Guest expressly reserves the right to prove that no damage or significantly lower damage occurred.

5.5 Cancellations must be submitted in writing to My only (email: [info@vibavilla.com](mailto:info@vibavilla.com)).

## **§6 OTA Bookings - Third-Party Platforms**

6.1 If a booking is made via third-party platforms (e.g. Airbnb, Booking.com, VRBO), the cancellation policies confirmed on that platform at the time of booking apply exclusively.

6.2 These platform terms take precedence over the terms published on [vibavilla.com](http://vibavilla.com) in case of conflict.

6.3 My remains the intermediary of the rental agreement between Guest and Owner also for OTA bookings.

6.4 For direct bookings via [vibavilla.com](http://vibavilla.com), these General Terms and Conditions apply exclusively.

## **§7 Replacement Guest**

7.1 The Guest may nominate a suitable replacement person up to 7 days before the start of the rental.

7.2 The Owner may refuse the replacement if the person does not meet the specific requirements of the property or if legal reasons prevent it.

7.3 The original Guest remains liable for any additional costs arising from the change of persons.

## **§8 Use of the Property**

8.1 The property may only be occupied by the number of persons confirmed in the booking.

8.2 Over-occupation, unauthorized subletting or improper use entitles the Owner to terminate the contract immediately without prior warning, where such warning is not required. Any refund of payments already made shall be governed by statutory provisions.

8.3 The property must be treated with care and properly handed over upon departure.

8.4 The Guest is liable for damages caused by himself or accompanying persons.

## **§9 Force Majeure / International Risks**

If the stay cannot take place due to force majeure, governmental orders, pandemics, natural disasters or political unrest, further damage claims are excluded. Payments already made will be refunded insofar as the Owner is obliged to do so. Travel warnings do not automatically entitle the Guest to free cancellation if the property remains usable.

## **§10 Liability of the Mediator**

10.1 My is liable solely for proper mediation of the rental agreement.

10.2 Liability for the provision of accommodation services lies exclusively with the respective Owner. This does not apply in the event of a breach of My's own brokerage obligations.

10.3 My's liability - except for damages arising from injury to life, body or health, as well as intent and gross negligence - is excluded.

10.4 In case of slight negligence of essential contractual obligations (cardinal obligations), My's liability is limited to the foreseeable, typical damage.

## **§11 Data Protection**

The processing of personal data is carried out in accordance with the VibaVilla Privacy Policy, available at [vibavilla.com/kvkk](http://vibavilla.com/kvkk). The EU General Data Protection Regulation (GDPR) applies.

## **§12 Governing Law and Jurisdiction**

12.1 German law shall apply, unless mandatory consumer protection provisions of the Guest's country of residence provide otherwise.

12.2 Place of jurisdiction for merchants is the registered office of My Holiday Reisecenter GbR in Giengen an der Brenz.

12.3 Mandatory consumer protection provisions of the Guest's country of residence remain unaffected.

Mediating Agency: My Holiday Reisecenter GbR | Obertorstr. 6, 89537 Giengen an der Brenz | Partners: Ayfer Leylek & Cumali Leylek | Tel.: +49 7322 956779 | [info@vibavilla.com](mailto:info@vibavilla.com)

\* OTA Notice: For bookings via Airbnb, Booking.com, VRBO etc., the cancellation terms of the respective platform take precedence (§6).

\* Data Protection: [vibavilla.com/kvkk](https://vibavilla.com/kvkk) | \* Online Dispute Resolution (EU): <https://ec.europa.eu/consumers/odr>