

RENTAL AND MEDIATION CONDITIONS

VibaVilla / My Holiday Reisecenter GbR

Version: 2026 - Legally Revised Edition

§1 Mediator Status / No Package Travel

(1) My Holiday Reisecenter GbR, Obertorstrasse 6, 89537 Giengen an der Brenz, Germany (hereinafter "Mediator"), mediates holiday homes and villas via the portal vibavilla.com in the name of and for the account of the respective owners/landlords (hereinafter "Owner").

(2) The Mediator acts solely as an intermediary. A rental agreement is concluded exclusively between the Guest and the respective Owner.

(3) The Mediator is not a tour operator within the meaning of BGB §§ 651a et seq. and EU Directive (EU) 2015/2302. No package tours are offered.

(4) The Mediator does not guarantee the actual execution of the stay, but solely the proper mediation of the rental agreement.

§2 Contracting Parties / Property Location Turkey

(1) The contracting parties to the rental agreement are exclusively the owner of the holiday property and the booking guest.

(2) The respective holiday property is located in the Republic of Turkey. Local legal regulations regarding use, safety standards, building regulations and official requirements apply.

(3) The Guest acknowledges that the rental property is located outside Germany and that country-specific features may exist that differ from German or EU regulations.

§3 Conclusion of Contract

(1) By sending a booking, the Guest makes a binding offer to conclude a rental agreement with the respective Owner.

(2) The contract is concluded upon acceptance by the Owner. The booking confirmation is transmitted by the Mediator in the name and on behalf of the Owner.

(3) The Mediator is the collection agent of the Owner and is authorised to accept all payments on behalf of the Owner. Payments to the Mediator have a debt-discharging effect vis-à-vis the Owner.

§4 Payment Terms

(1) 30% of the total rental price is due within 7 working days of receipt of the booking confirmation.

(2) The remaining 70% is due no later than 28 days before arrival.

(3) In the event of late payment, the Owner is entitled to withdraw from the contract after granting a reasonable period and to demand cancellation fees in accordance with §6.

(4) Payments can be made by credit card, PayPal or bank transfer.

§5 No Right of Withdrawal

There is no statutory right of withdrawal for contracts for accommodation services pursuant to BGB § 312g para. 2 no. 9.

§6 Guest Cancellation - Graduated Cancellation Fees

(1) The Guest may withdraw from the contract at any time before the start of the rental. The date of receipt of the written cancellation notice by the Mediator is decisive (email: info@vibavilla.com).

(2) 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%

(3) The Guest expressly reserves the right to prove that the Owner suffered no damage or significantly less damage.

§7 Replacement Guest

(1) The Guest is entitled to propose a suitable replacement person no later than 7 days before the start of the rental.

(2) The Owner may object if there are legal, official or property-specific reasons.

(3) The original Guest is liable for all additional costs arising from the change of person.

§8 Use / Duty of Care

(1) The property may only be used by the number of persons specified in the booking confirmation.

(2) The Guest is liable for damages caused by themselves or their travel companions.

(3) Overcrowding, use contrary to the contract, unauthorised subletting or significant disturbances entitle the Owner, after prior warning unless such warning is dispensable, to terminate the contract immediately without refund.

(4) The holiday property must be treated with care and properly handed over upon departure.

§9 Force Majeure / International Risks

(1) If the stay cannot be carried out due to force majeure, natural events, political unrest, official orders, pandemics or comparable circumstances, further claims for damages are excluded.

(2) Refunds are governed by the statutory provisions as well as the agreements with the Owner.

(3) Travel warnings or entry restrictions do not automatically entitle the Guest to withdraw free of charge if the rental property remains usable.

§10 Liability of the Owner

(1) The Owner is liable within the framework of the statutory provisions.

(2) Strict liability is excluded to the extent permitted by law.

(3) Liability for slightly negligent breach of duty is limited to the typically foreseeable damage, except in cases of injury to life, body or health.

§11 Liability of the Mediator (Strongly Limited)

(1) The Mediator is solely liable for proper mediation activity. This does not apply in the event of a breach of the Mediator's own mediation duties by intent or negligence.

(2) Liability for the provision of accommodation services is excluded.

(3) The liability of the Mediator for simple negligence is excluded, except in cases of injury to life, body or health and in the event of a breach of essential contractual obligations (cardinal duties).

(4) In the event of a slightly negligent breach of essential contractual obligations (cardinal duties), liability is limited to the typically foreseeable damage.

(5) Liability for indirect damages, consequential damages, loss of profit or pure financial losses is excluded to the extent permitted by law.

§12 OTA Priority Rule (Airbnb, Booking.com, VRBO etc.)

(1) If the booking is made via third-party platforms (e.g. Booking.com, Airbnb, VRBO or comparable providers), the payment and cancellation conditions confirmed on that platform at the time of booking apply.

(2) These platform conditions take precedence over the conditions published here in the event of a conflict.

(3) The Mediator continues to act as intermediary for the rental agreement between the Guest and the Owner, also for OTA bookings. Responsibility for platform fees or commissions lies exclusively with the respective platform.

(4) For direct bookings via vibavilla.com, only these Rental and Mediation Conditions apply.

§13 Data Protection

The processing of the Guest's personal data is carried out in accordance with the Mediator's privacy policy, available at vibavilla.com/datenschutz. The EU General Data Protection Regulation (GDPR) applies.

§14 Applicable Law and Jurisdiction

(1) German law applies.

(2) The place of jurisdiction for merchants is the Mediator's registered office in Giengen an der Brenz, Germany.

(3) Mandatory international consumer protection provisions of the Guest's country of residence remain unaffected.

§15 Language Versions

These Rental and Mediation Conditions are provided in several languages. In case of doubt and in the event of differences in interpretation, the German version shall prevail.

Mediating Agency:

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• *OTA Notice: For bookings via Airbnb, Booking.com, VRBO or other third-party platforms, the cancellation conditions of the respective platform apply with priority (§12).*

• *Data Protection: Processed in accordance with GDPR. Privacy policy: vibavilla.com/datenschutz*