

RENTAL AND AGENCY TERMS AND CONDITIONS

VibaVilla / My Holiday Reisecenter GbR | Version: 2026 – Legally revised edition

§1 Agency Role / No Tour Operator

- (1) My Holiday Reisecenter GbR, Obertorstraße 6, 89537 Giengen an der Brenz, Germany (hereinafter “Agent”), arranges holiday homes and villas via the portal vibavilla.com in the name and for the account of the respective owners/landlords (hereinafter “Landlord”).
- (2) The Agent acts exclusively as an intermediary. A rental contract is concluded exclusively between the guest and the respective Landlord.
- (3) The Agent is not a tour operator within the meaning of §§ 651a et seq. of the German Civil Code (BGB) and EU Directive (EU) 2015/2302. No package tours are offered.
- (4) The Agent does not guarantee the actual performance of the stay, but exclusively the proper arrangement of the rental contract.

§2 Contracting Parties / Property Located in Turkey

- (1) The contracting parties of the rental agreement are exclusively the Landlord of the holiday property and the booking guest.
- (2) The respective holiday property is located in the Republic of Turkey. Local statutory regulations apply with regard to use, safety standards, building regulations and official requirements.
- (3) The guest acknowledges that the rental property is located outside the Federal Republic of Germany and that country-specific particularities may exist which deviate from German or EU regulations.

§3 Conclusion of Contract

- (1) By submitting the booking, the guest makes a binding offer to conclude a rental contract.
- (2) The contract is concluded upon acceptance by the Landlord. The booking confirmation is transmitted by the Agent in the name and on behalf of the Landlord.
- (3) The Agent is authorised by the Landlord to collect payments and is entitled to receive all payments in the name of the Landlord. Payments to the Agent have a discharging effect with respect to the Landlord.

§4 Payment Terms

- (1) For online bookings via vibavilla.com, the down payment of 30 % of the total rental price is due for immediate payment upon completion of the booking. The booking is considered confirmed only upon successful receipt of payment. No reservation is made without receipt of payment.
- (2) If, in exceptional cases, the booking is made in writing or by telephone without immediate online payment, the down payment of 30 % is due within 7 working days after receipt of the booking confirmation.
- (3) The remaining 70 % of the total rental price is due no later than 28 days before arrival without further request.
- (4) Upon request, the guest may pay the full rental price (100 %) at the time of booking. In this case, the remaining payment under paragraph 3 does not apply.
- (5) If the remaining payment under paragraph 3 is not made within the deadline, the Landlord is entitled, after setting a reasonable grace period, to withdraw from the contract and to claim cancellation fees in accordance with §6.
- (6) Payments can be made by credit card, PayPal, or bank transfer.

§5 No Right of Withdrawal

Pursuant to § 312g (2) no. 9 of the German Civil Code (BGB), there is no statutory right of withdrawal for contracts on accommodation services.

§6 Guest's Cancellation – Tiered Cancellation Fees

(1) The guest may withdraw from the contract at any time before the start of the rental period. The receipt of the written cancellation by the Agent (e-mail: info@vibavilla.com) shall be decisive.

(2) The following tiered cancellation fees apply (based on the 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 days before arrival up to the arrival day, in case of no-show or early departure: 90 %

(3) When setting the 90 % maximum, the Landlord's saved expenses (in particular cleaning, utility costs such as electricity, water and gas, linen and consumables) are already taken into account on a flat-rate basis. The full rental price (100 %) is not charged even in case of no-show or early departure.

(4) The guest expressly reserves the right to prove that the Landlord has incurred no damage or substantially less damage.

§7 Replacement Guest

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

(2) The Landlord may object to the replacement person if statutory, official or property-related reasons preclude this.

(3) The original guest is liable for any additional costs incurred as a result of the change of person.

§8 Use / Duties of Care

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

(2) The guest is liable for damage caused by him/her or fellow travellers.

(3) Overoccupancy, use contrary to contract, unauthorised subletting or significant disturbances entitle the Landlord, after prior warning (unless such warning is dispensable), to terminate the contract without notice and without refund.

(4) The holiday property is to 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 unforeseeable circumstances, further claims for damages are excluded.

(2) Refunds are governed by statutory provisions and the agreements with the Landlord.

(3) Travel warnings or entry restrictions do not automatically entitle the guest to free cancellation, provided that the rental property remains usable.

§10 Liability of the Landlord

(1) The Landlord is liable within the scope of statutory provisions.

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

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

§11 Liability of the Agent (strictly limited)

(1) The Agent is liable exclusively for the proper performance of agency activities. This does not apply in the event of a breach of own agency duties due to intent or negligence.

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

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

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

(5) Liability for indirect damage, consequential damage, loss of profit or pure financial loss 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), exclusively the payment and cancellation terms confirmed there at the time of booking apply.

(2) These platform terms shall prevail over the terms published here in case of conflict.

(3) The Agent remains the agent of the rental contract between guest and Landlord even for OTA bookings. Responsibility for platform fees or commissions lies exclusively with the respective platform.

(4) For direct bookings via vibavilla.com, exclusively these rental and agency terms apply.

§13 Data Protection

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

§14 Choice of Law and Jurisdiction

(1) German law applies.

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

(3) Mandatory international consumer protection provisions of the country of residence of the guest remain unaffected.

§15 Language Versions

These rental and agency terms are provided in several languages. In case of doubt and in the event of differences in interpretation, the German version shall be decisive.

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