General Terms and Conditions (GTC)

Holiday Apartment La Mata - www.ferienwohnung-la-mata.com

## 1. Scope of Application

These General Terms and Conditions (GTC) apply to all contracts for the rental of the holiday apartment La Mata, located in a multi-family building, concluded between the landlord and the tenant (hereinafter referred to as "guest"). These agreements may be made via the website www.ferienwohnung-la-mata.com, classified ads, email, WhatsApp, phone, or other booking channels. The rental period stated in the booking offer is binding.

#### 2. Booking and Conclusion of Contract

By booking (in writing, by telephone, or online), the guest offers the landlord the conclusion of a rental agreement. The contract is concluded only upon written booking confirmation by the landlord. The conclusion of the rental agreement obliges both parties to fulfill the contract.

### 3. Payment Terms

After receiving the booking confirmation, a deposit of 20% of the total rental price is due within 7 days. The remaining 80% must be paid no later than 6 weeks before the agreed arrival date. For bookings made less than 6 weeks before arrival, the total rental price is due immediately after receipt of the booking confirmation. Payment is made by bank transfer to the account specified in the booking confirmation. In case of late payment, the landlord reserves the right to cancel the booking. The cancellation terms in point 5 apply.

#### 4. Additional Costs

The holiday apartment is fully equipped for up to 6 people. Water, electricity, internet, and the use of all amenities are included in the rental price. A final cleaning fee of 70 EUR is mandatory. No additional costs apply for bed linen, towels, or similar items.

## 5. Cancellation by the Guest

The guest can withdraw from the contract at any time before the rental period begins. The receipt of the written cancellation notice by the landlord is decisive. The following cancellation fees apply:

- Up to 60 days before arrival: 20% of the total rental price (equivalent to the deposit)

- 59 to 30 days before arrival: 50% of the total rental price
- From 29 days before arrival or no-show: 90% of the total rental price

It is strongly recommended to take out travel cancellation insurance.

## 6. Arrival and Departure

The apartment is available to the guest from 3:00 PM on the day of arrival via a digital key box. Departure must occur by 10:00 AM on the departure day unless otherwise agreed. Keys must be returned to the key box upon departure, and the apartment must be left broom clean with trash disposed of.

### 7. Use of the Holiday Apartment

The apartment may only be used by the persons specified in the booking (maximum 6 people). Subletting, hosting additional guests, or commercial use is prohibited. Parties and events are not allowed. Violation may lead to immediate termination without refund. Pets are not allowed.

#### 8. Noise and Consideration

Quiet hours from 10:00 PM to 7:00 AM must be strictly observed. Excessive noise must be avoided.

### 9. Parking

Parking in front of the garage entrance is prohibited and will result in towing at the guest's expense.

### 10. Maintenance and Community Work

The landlord may carry out urgent repairs during the stay. Community maintenance works (facade, roof, garage, etc.) may occur, on which the landlord has no influence.

## 11. Security Precautions

The guest must close windows, lock doors, and not leave valuables unattended when leaving the apartment.

## 12. Key Loss

The guest is liable for the loss or damage of any provided keys. If a security risk arises due to key loss, the guest must cover the cost of replacing the lock system.

# 13. WLAN and Internet Use

Internet access is provided, but used at the guest's own risk. Illegal activities such as streaming, downloads of copyrighted content, hacking, or distribution of malware are strictly prohibited. The guest is liable for any violations.

### 14. House Rules

- Quiet hours: 10:00 PM to 7:00 AM.

- Pets: Not allowed.

- Smoking: Only on the balcony/terrace.

- Cleanliness: The apartment must be kept tidy; trash must be disposed of properly.

- Community areas: Must be treated with care; no items to be left in hallways.

- Energy saving: Air conditioning and lights must be turned off when leaving the apartment.

# 15. Liability

The landlord is not liable for personal belongings. The guest is liable for any damage caused by themselves or their companions.

### 16. Data Protection

Personal data is only used for booking processing and not shared with third parties.

## 17. Jurisdiction

German law applies. Jurisdiction is the landlord's place of residence.

## 18. Severability Clause

If any provision is invalid, the validity of the remaining provisions shall not be affected.