

General Terms and Conditions (T&Cs)

La Mata Holiday Properties

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Applies to direct bookings via ferienwohnung-la-mata.com and other booking channels. For platform bookings, the payment and cancellation terms agreed on the platform take precedence.

1. Scope, Property-Specific Information and Legal Registrations

These General Terms and Conditions (T&Cs) apply to all contracts for the rental of holiday properties offered by the Owner via ferienwohnung-la-mata.com, email, WhatsApp, telephone, classified advertisements or other booking channels. They are concluded between the Owner and the tenant (hereinafter the "Guest").

The holiday property specified in the booking offer or booking confirmation and the agreed arrival and departure dates are decisive. Property-specific information, in particular regarding facilities, maximum occupancy, location, parking, consumption, registrations, licences and special rules of use, is set out in the respective property description or booking confirmation and supplements these T&Cs.

Where registration numbers, licences, permits or other official evidence are legally required for a holiday property, they will be displayed in the respective property description or in another place required by law. The Owner is responsible, within the scope of applicable legal duties, for keeping them current and publishing them correctly.

2. Booking, Contract Formation and Guest Registration

By making a booking (in writing, by telephone or online), the Guest offers to enter into a rental agreement with the Owner. The contract is concluded when the Owner issues the written booking confirmation.

The Guest must provide all legally required registration and identification data for themselves and all accompanying travellers completely and truthfully. As a rule, the data must be provided before arrival; where permitted by the applicable law, it may be completed at check-in or promptly during the stay.

If legally required information is not provided despite a request, the Owner may refuse access or continuation of the stay insofar as this is legally permissible or required to comply with legal obligations.

Where an additional agreement is required or agreed for a specific booking due to the type, purpose or duration of the stay, that agreement becomes part of the contractual relationship.

3. Payment Terms and Security Deposit

For direct bookings, a deposit of 20% of the total rental price is due within 7 days after the booking confirmation.

The remaining 80% and a security deposit of €300 are due no later than 6 weeks before arrival. For bookings made less than 6 weeks before arrival, the full rental price and security deposit are due immediately.

Payments are made by bank transfer to the account stated in the booking confirmation unless otherwise agreed.

If due payments are not received on time, the Owner may, after a reminder and a reasonable grace period, withdraw from the contract to the extent permitted by law and apply the agreed cancellation conditions.

The security deposit will be settled and refunded within 14 working days after departure provided there are no offsettable claims for damage, loss, extraordinary cleaning or agreed excess consumption.

For bookings made through intermediary platforms, the payment processing, payment deadlines and cancellation conditions agreed on the respective platform for the specific booking shall take precedence.

4. Additional Costs, Electricity Consumption and Electric Vehicles

Water, internet and ordinary use of the available facilities are included in the rental price within reasonable consumption.

For direct bookings, up to 50 kWh of electricity per week is included in the rental price. Additional consumption is charged at €0.35 per kWh. For shorter or longer stays, the included amount may be calculated pro rata.

In cases of misuse or extraordinary excess consumption, the Owner may charge demonstrable or agreed additional costs.

Charging electric vehicles via the ordinary domestic electricity supply is prohibited unless the holiday property expressly provides an approved charging facility. The Guest is liable under applicable law for costs and damage caused through fault.

5. Final Cleaning

For direct bookings, final cleaning is mandatory and is charged at €90.

Final cleaning covers normal contractual use. Costs for special cleaning, removal of items left behind or cleaning beyond the usual level may be charged to the Guest in a reasonable or demonstrable amount where the Guest or accompanying travellers are responsible.

6. Cancellation by the Guest

The Guest may cancel the contract before the start of the rental period in text form. The decisive time is when the cancellation notice is received by the Owner.

For direct bookings, the following cancellation charges apply: up to 60 days before arrival, 20% of the total rental price; 59 to 30 days before arrival, 50%; from 29 days before arrival or in the event of a no-show, 90%.

Travel cancellation insurance is recommended. In the event of early departure, no refund is due unless otherwise agreed or required by law.

For bookings made through intermediary platforms, the cancellation conditions agreed there for the specific booking shall take precedence.

7. Arrival and Departure

Arrival is possible from 3:00 p.m. via a digital key box unless otherwise agreed. Departure is by 10:00 a.m. or as agreed.

A departure delayed by more than 60 minutes may result in the charge for an additional night or reasonable compensation for additional waiting or cleaning costs where the legal requirements are met.

8. Use of the Holiday Property

Use is permitted only by the persons stated in the booking and only for the agreed purpose. Subletting, unregistered overnight guests, events, commercial use or unlawful use are prohibited without express consent.

Pets are permitted only by prior agreement or where allowed in the respective property description.

In the event of serious or repeated breaches of contract, the Owner may terminate the stay in accordance with applicable law and after prior warning; in emergencies or serious breaches, a prior warning may not be required.

9. Noise and Consideration for Others

Quiet hours from 10:00 p.m. to 7:00 a.m. must be observed. Excessive noise, loud music and parties are prohibited. The legitimate interests of neighbours and other users must be respected.

10. Parking

Parking in front of driveways or on neighbouring property is prohibited. Violations may result in towing at the Guest's expense. Property-specific parking instructions must be observed.

11. Maintenance, Access and Common Areas

Urgent repairs and measures to avert danger or consequential damage may be carried out during the stay. The Owner may enter the property for these purposes and to comply with mandatory legal inspection duties after reasonable notice and at reasonable times. No prior notice is required in an emergency.

Common areas such as corridors, stairs, gardens or pools must be treated with care; objects must not be placed there in an obstructive or impermissible manner.

12. Safety Precautions

Windows and exterior doors must be closed or locked when leaving the property. Valuables should not be left unattended outdoors or visibly inside vehicles.

Safety equipment such as smoke alarms, fire extinguishers and first-aid equipment must not be removed, tampered with, damaged or taken out of service.

13. Keys, Digital Access and Locking Systems

Keys, access cards, remote controls, codes and other means of access must be kept securely and protected from unauthorised access. Digital access data may be shared only with registered Guests.

Loss, damage, suspected disclosure to unauthorised persons or misuse must be reported to the Owner immediately.

The Guest bears necessary and reasonable costs for replacement, blocking, reprogramming or replacement of locking components where the Guest or accompanying travellers are responsible. Replacement of an entire locking system may be charged only where actually necessary and proportionate.

14. Wi-Fi and Internet Use

Internet access is provided as an ancillary service; uninterrupted availability or a particular speed is not guaranteed unless expressly agreed.

Unlawful use is prohibited. The Guest is liable under applicable law for culpable violations caused by the Guest or accompanying travellers. In the event of a specific suspicion of misuse, access may be reasonably restricted or blocked.

15. House Rules, Outdoor Areas and Energy Use

Smoking is permitted only outdoors (balcony or terrace); smoking inside the property is prohibited. The property must be kept reasonably clean during the stay, left broom-clean on departure and rubbish must be disposed of and separated in accordance with local rules.

Movable items belonging to the Owner in outdoor areas, in particular sun umbrellas, fishing equipment, cushions, sports and leisure items, toys and other loose objects, must be properly closed, secured and brought into the property or the designated storage area when leaving, during longer absences and especially overnight. Damage or loss resulting from a culpable breach of this duty may be charged in accordance with applicable law.

Windows and doors must remain closed when air conditioning or heating is in use. When leaving, air conditioning, heating, lighting and other electrical devices must be switched off unless they are required for safe ongoing operation. Energy and resources must be used responsibly.

16. Reporting Damage, Defects and Hazards

Damage, defects, malfunctions, loss of access means and recognisable safety risks must be reported to the Owner immediately using the provided contact method. The Guest must take reasonable steps to prevent danger and consequential damage.

If a timely report is culpably omitted and this prevents timely remedy or causes additional damage, the consequences are governed by applicable law.

17. Liability

The Owner is fully liable for damage caused intentionally or by gross negligence and for culpable injury to life, body or health.

In the event of slight negligence involving an essential contractual obligation, liability is limited to the typical, foreseeable damage at the time the contract was concluded. Otherwise, liability for slight negligence is excluded to the extent permitted by law. Mandatory statutory liability remains unaffected.

The Owner is not liable for disruptions, failures or restrictions affecting common facilities, utilities, telecommunications or other third-party services outside the Owner's control unless the Owner is at fault.

The Guest is liable under applicable law for damage and justified third-party claims culpably caused by the Guest, accompanying travellers, visitors or animals brought in by the Guest.

18. Force Majeure and Unavoidable Circumstances

The rights and obligations of the parties in cases of force majeure or other unavoidable circumstances outside their control are governed by applicable law and the conditions effectively agreed for the specific booking. Services already properly provided and demonstrable non-refundable third-party costs may be taken into account where permitted by law.

19. Taxes and Other Statutory Charges

Any tourist taxes, local taxes or other statutory charges applicable to the specific booking and not expressly included in the total price are borne by the Guest in accordance with applicable law. They will be disclosed during the booking process, in the booking confirmation or on site where required.

20. Bookings via Intermediary Platforms

For bookings made through intermediary platforms (e.g. Airbnb, Booking.com or comparable providers), their intermediation, payment and cancellation conditions apply in addition. Where these differ from these T&Cs for the specific booking, the payment and cancellation conditions agreed on the platform take precedence.

21. Data Protection and Legally Required Data Transfers

Personal data is processed for booking administration, contract performance and compliance with legal obligations. Where required by law, necessary data may be transferred to competent authorities or other legally designated recipients. Further information is provided in the applicable privacy policy.

22. Complaints

Where required by law, official complaint forms are available to Guests free of charge upon request. Additional information on the complaints procedure or access to related documents may be provided via the website or a QR code; this does not replace the provision of any legally required official forms.

23. Order of Contract Documents and Document Version

In the event of conflicts, the following order applies to the extent legally permissible: (1) individually negotiated agreements, (2) booking confirmation, (3) supplementary agreements concluded for the specific booking, (4) property-specific information, (5) these T&Cs and (6) the house rules provided before conclusion of the contract. The priority of effectively incorporated platform conditions remains unaffected.

The document version provided to the Guest before conclusion of the contract and assigned to the specific booking is decisive.

24. Applicable Law, Jurisdiction, Changes in Law and Severability

To the extent legally permissible, German law applies. Mandatory statutory provisions, in particular mandatory consumer, rental, tourism and public-law rules of the country or region in which the holiday property is located, remain unaffected.

Jurisdiction is governed by applicable statutory rules. Any differing jurisdiction agreement applies only where legally permissible and effectively agreed for the specific booking.

If mandatory legal requirements change, they apply independently of these T&Cs in their applicable version. If any provision is or becomes invalid, the validity of the remaining provisions remains unaffected.

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