

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.

Where required by law, the information needed for guest registration will be collected before or upon arrival. The Owner will provide a simple electronic form, link or corresponding document in good time. The booking Guest is asked to assist by providing the required information for themselves and all accompanying travellers completely and correctly. Any further processing and transmission required by law will be handled by the Owner.

If information that is legally mandatory is not provided despite a prior request, the Owner reserves the right to take the measures required under applicable law.

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.

The House Rules applicable to the specific booking will be made available to the Guest before conclusion of the contract or, at the latest, before the start of the stay and, where required by law, must be expressly accepted. The version provided for the specific booking shall apply. Later changes apply to existing bookings only where required by mandatory law or expressly accepted by the Guest. The booking Guest must inform all accompanying travellers of the House Rules and take reasonable steps to ensure compliance.

2a. Duration of Stay, Legal Classification and Duty to Cooperate

The booking is carried out for the purpose and period stated in the booking confirmation. Where the duration, purpose or other statutory requirements mean that the stay may not or may no longer be carried out as a tourist short-term rental, the Owner may, before the start of the stay or before any extension, require a supplementary or different agreement and completion of any legally required registration, reporting, identification or other formalities.

The Guest must provide the Owner, completely, truthfully and without undue delay, with all information and documents required for the lawful performance of the stay and must cooperate with legally required formalities. This applies in particular to information concerning identity, accompanying travellers, the purpose of the stay and any requested extension. The Guest has no right to have the stay performed or extended under a particular contractual or rental classification.

Where the law applicable to the holiday property imposes a maximum duration or another mandatory requirement for tourist short-term rentals, bookings or extensions exceeding that limit or failing that requirement will be carried out only if expressly confirmed by the Owner and the necessary legal requirements have been satisfied. Splitting a stay into successive bookings, changing the booking channel or comparable arrangements does not create any right to circumvent mandatory legal requirements.

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, 75 kWh of electricity per 7 nights is included in the rental price. For stays of a different duration, only the included electricity allowance is adjusted in proportion to the number of nights. Unused allowances are not refunded or credited. Additional consumption is charged at €0.30 per kWh.

The electricity consumption is determined on the basis of the consumption data provided by the relevant energy supplier or metering operator, in particular through its customer portal, app or billing records. Alternatively, documented electricity meter readings at the beginning and end of the stay may be used. Agreed excess consumption may, to the extent permitted by law and subject to any overriding platform terms, be offset against the security deposit.

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.

7a. Fixed Term of Stay, Return of the Property and Late Departure

The right to use the accommodation exists exclusively for the period stated in the booking confirmation and ends automatically at the agreed departure time. Any tacit or automatic extension of the stay is excluded.

An extension is effective only if the Owner has expressly agreed to it in text form before the end of the stay. A notification or request by the Guest alone does not create any right to an extension.

A payment, an offer of payment or a statement by the Guest that they wish to extend the stay does not extend the right to use the property unless the Owner expressly confirms the extension. Leaving luggage or other personal belongings in the property after the agreed departure time likewise does not create any right to continue using the accommodation.

Travel-related or personal circumstances of the Guest, including flight delays or cancellations, missed connections, strikes, vehicle breakdowns, illness, problems with onward accommodation or comparable circumstances, do not automatically entitle the Guest to continue using the accommodation beyond the agreed departure time. In such cases, the Guest is generally responsible for arranging alternative accommodation. Mandatory statutory rights remain unaffected.

At the end of the stay, the accommodation must be fully vacated. All guests and other lawfully present persons, as well as personal belongings, must leave the accommodation; keys and other access devices must be returned as agreed. If the accommodation remains occupied beyond the agreed departure time without the Owner's express consent, the Owner may take the measures permitted by applicable law to obtain return and recover possession. Reasonable and documented additional costs and losses, in particular those arising from affected subsequent bookings, additional cleaning or necessary alternative accommodation for other guests, may be claimed to the extent permitted by law.

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.

If the Guest breaches the House Rules or other binding rules of use, the Owner may require the breach to cease immediately or, in the event of a serious breach, require the Guest to leave the property. If a lawful request to leave is not complied with, the Owner may notify the police or other competent authority. Where validly agreed before the stay and permitted by applicable law, amounts already paid for the booking may be forfeited in the event of eviction resulting from a serious breach; further statutory claims remain unaffected.

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.

As a rule, one set of keys is provided for the accommodation unless expressly agreed otherwise in the booking confirmation. There is no entitlement to a second or additional set of keys.

The key box provided - whether an electronic/digital key box or a mechanical key box with a numerical combination - is intended exclusively for the one-time removal of the key at check-in and the return of the key at check-out. It is expressly not intended to be used as a storage place for the key during the stay.

After removal at check-in, the Guest must keep the set of keys safely and under their own responsibility throughout the entire stay. This also applies where there are several fellow travellers, families or travel groups. Repeatedly placing the key back in the key box during the stay is contrary to the intended use and is done at the Guest's own risk.

If a key that has been placed back in the key box during the stay contrary to this provision cannot be accessed - in particular due to depleted batteries, an electronic or mechanical malfunction, incorrect operation, a blocked locking mechanism or any other failure of the key box - this does not in principle give the Guest any entitlement to a free emergency opening or to reimbursement by the Owner of the resulting costs, provided that the key could already be removed during proper check-in and the Guest subsequently chose to use the key box for storage.

In such a case, the emergency contact option provided by the Owner must first be used without delay. If the Owner cannot provide a prompt solution and opening is necessary, a locksmith may be engaged. The Guest shall bear the reasonable and documented costs arising from this where the need for opening results from using the key box as a storage place contrary to this provision. Mandatory statutory rights of the Guest and cases in which the cause is attributable to the Owner remain unaffected.

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.