

## BOOKING CONDITIONS

Your contract is with Undiscovered Montenegro

Registered in England No 06779866

### 1. **Your Holiday Contract**

When a booking is made, the “lead name” on the booking guarantees that he or she has the authority to accept and does accept on behalf of the party the terms of these booking conditions. After we receive your booking and if the arrangements you wish to book are available, we will issue a confirmation invoice. A binding agreement will come into existence between us when we dispatch this invoice to the “lead name”. This contract is governed by English Law, and the jurisdiction of the English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

It is important to check the details on your invoice when you get it, or if booking late at the time of booking, that all the details are exactly as you requested. In the event of any discrepancy, please contact us immediately as it may not be possible to make changes later.

### 2. **Prices and website accuracy**

The information and prices shown on our website may have changed by the time you come to book your arrangements. Although we make every effort to ensure the accuracy of the website information and prices at the time of booking, regrettably errors do occasionally occur. You must therefore ensure you check the price and all other details of your chosen arrangements with us at the time of booking.

### 3. **Passports, visas, health requirements and travel documents**

It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. We regret we cannot accept liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation.

### 4. **Insurance**

We consider adequate travel insurance to be essential. It is your responsibility to ensure that the insurance cover you purchase is suitable and includes adequate cover for baggage, medical expenses and the cost of repatriation should you become too ill to continue, including helicopter rescue and air ambulance. For those who participate

in water sports whilst on holiday it is your responsibility to ensure that you obtain the relevant insurance cover. Any claims concerning matters for which you are insured must be directed to your insurers.

#### 5. **Paying for your holiday**

In order to confirm your chosen arrangements, you must pay a deposit of 30% at the time of your booking and full payment by wire transfer no later than 6 weeks before departure. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 8 will become payable.

#### 6. **If You Change Your Booking**

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, you may do so at no extra cost provided there is availability on your preferred date. Any request for changes to be made must be from the 'lead name' on the booking.

#### 7. **If You Cancel Your Holiday**

You, or any member of your party, may cancel your travel arrangements at any time. Written notification by mail, fax or email from the "lead name" on the booking must be received via email at [enquiries@undiscoveredmontenegro.com](mailto:enquiries@undiscoveredmontenegro.com).

**Note:** if the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges from your insurance company.

#### Holiday cancellation charges for bookings

<b>Period before departure within which notice of cancellation is received by us in writing</b>	<b>% of total booking price</b>
More than 40 days	Loss of Deposit
29–40 days	60.00%
15–28 days	75.00%
7–14 days	90%
Less than 7 days	100%

These cancellation charges are a percentage of the total holiday cost and are based on how many days before your departure we receive your cancellation notice and not when your correspondence was sent to us. Please note that any amendment charges are non-refundable. For insurance premiums you should refer to your insurance provider's cancellation policy.

Please note, if only some members of your party cancel, cancellation charges still apply on a per person basis and we will recalculate the holiday cost for the remaining travellers.

For bookings made up to July 31st 2021, if you are unable to travel due to Covid-19, you may cancel your holiday at any time prior to 3 weeks in advance of your arrival and will be entitled to a full refund of any monies paid.

## 8. If We Change or Cancel Your Holiday

We begin planning the arrangements we offer many months in advance and so we reserve the right to make changes to and correct errors in holiday details both before and after bookings have been confirmed. Most changes are minor but occasionally, we may have to make a Major Change. If we have to make a Major Change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of the following options:

- a. (for Major Changes) accepting the changed arrangements or
- b. Purchasing alternative arrangements from us, of a similar standard to those originally booked if available (if the chosen alternative is less expensive than your original one, we will refund the difference but if it is more expensive, we will ask you to pay the difference) or
- c. Cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

However, we will not cancel your confirmed booking 10 weeks or less before departure except for reasons **beyond our control** or failure by you to make full payment on time.

Due to the unpredictability of events **beyond our control** we shall not be liable for any changes either before departure or during the holiday, which in our opinion are necessary to protect your safety. In this event, we will offer you suitable alternative arrangements, or, if you do not travel, return the monies you have paid us but we will not pay you compensation.

**Beyond our control:** This means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, industrial disputes or technical problems with transport.

## 9. Behaviour

When you book a Holiday with Undiscovered Montenegro you accept responsibility for the proper conduct for yourself and your party whilst on Holiday. If we or any other person in authority is of the reasonable opinion that you or any member of your party is behaving in such a way as to cause or be likely to cause danger or upset to any other person or damage to property, we will be entitled to terminate the holiday of the person(s) concerned. The person(s) concerned will be required to leave the accommodation or other service and we will have no further responsibility to them including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination. You will be responsible for making full payment for any damage or loss caused by you or any member of your party during your time away. Payment must be paid direct at the time to the service supplier concerned failing which, you will be responsible for meeting any claims

subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

## 10. If You Have A Complaint

In the unlikely event that you have any reason to complain or experience any problems with your holiday arrangements whilst away, you must immediately inform us as we will normally be able to take appropriate action. Most problems or complaints can be resolved while you are away, however if you remain dissatisfied, you must write to us within 35 days of your scheduled date of return. Your complaint should be in writing, to [enquiries@undiscoveredmontenegro.com](mailto:enquiries@undiscoveredmontenegro.com). Please keep your email concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. We regret we are unable to accept any complaints after your return unless they have been initially raised during your holiday.

**If you fail to follow this procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst on holiday and this may affect your rights under this contract.**

## 11. Our Liability To You

If the contract we have with you is not performed or is improperly performed by us or our suppliers judged against local standards and legislation we will pay you compensation if this has affected the enjoyment of your travel arrangements. We monitor the performance of our suppliers and we are responsible for ensuring they comply with the standards and general practices and legislation of Montenegro. We will not be liable where any failure in the performance of the contract is due to you, or a third party unconnected with the provision of the travel arrangements shown in your confirmation letter and which did not form part of your original package; or where the failure is unforeseeable and unavoidable; or unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised: or an event which we or our suppliers even with all due care could not see or forestall. It is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us.

Our liability, except in cases involving death, injury or illness shall be limited to a maximum of two times the original cost of the travel arrangements. Our liability shall also be limited in accordance with and/or in an identical manner to:

- a) the contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract and,
- b) any relevant international convention which limits the amount of compensation you can claim for death, injury, illness, delay to passengers and loss, damage or delay to luggage. We are to be regarded as having the benefit of any limitation of compensation contained in these or any conventions.

## 12. Local Excursions/Activities/Events

Excursions or other tours that you may choose to book or pay for whilst you are on holiday do not form part of your package holiday provided by us. For any extra

excursion or tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator. Most of our excursions include visits to local homesteads and fishing cottages for lunch where you pay the owners direct. Where this is not an option due to the route chosen, we will provide a packed lunch. Such instances will be explained well in advance of any tour. Clients who wish to opt out of such visits must make this clear at least 24 hours in advance and bring along suitable provisions.

### **13. Special requests, dietary allergies and medical issues**

If you wish to make a special request, you must do so at the time of booking. We will try to agree to any reasonable requests but we cannot guarantee that requests will be met. The fact that a special request has been noted on your confirmation letter or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed.

#### **Diets and Allergies**

We can accommodate most diets within our holidays if we are given advance notice. Please be aware that we cannot guarantee vegan cuisine on our holidays and cannot provide vegan options at all on our all-kayaking and all-walking holidays. If you are coeliac or gluten intolerant, we can supply some GF items for a supplementary charge of €20. You are otherwise advised to bring your own specialist items.

#### **Medical Issues**

We are happy to advise and assist you in making sure the holiday is suitable. It is important that, when booking, you advise us of any physical or mental disabilities, medical conditions or special requirements. Our activities include but are not exclusively limited to kayaking, hiking, caving, wild-swimming and horse-riding, all of which require a certain level of physical fitness. If you are clinically obese, if you cannot swim, if you require sticks to walk or if you suffer from any form of physically debilitating illness, our holidays are regrettably not suitable for you.

**If we reasonably feel unable to properly accommodate the particular needs of any individual, we will not confirm the booking. If full details of any medical issues are not disclosed at the time of booking, we reserve the right to cancel activities or the holiday itself for the person(s) concerned at any time.**

## DECLARATION

I am the “lead name” for this holiday booking and I confirm that I have read and understood Undiscovered Montenegro's Terms and Conditions on behalf of all members of my holiday party.

FULL NAME AND PASSPORT NUMBER:

## ELECTRONIC SIGNATURE

- click on "fill and sign" on the top right of the screen.
- click on "place signature". A box will pop up.
- ensure that the "type my signature" box is ticked
- in the "enter your name" field, please type your full name and passport number.
- click "accept"
- using the mouse, place your e-signature in the blank space provided on the final page.
- Save as "Your Name Holiday Booking" and send it back to us.

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