

## **GENERAL TERMS AND CONDITIONS**

This website is operated by Mont Travelers; Trip & Travel Montenegro LLC, License number 546

These terms and conditions may be amended from time to time and apply to all of our services.

By accessing, browsing, using and/or completing a reservation/booking through our (mobile) website you acknowledge and agree to have read, understood and agreed to the terms and conditions set out below.

These general conditions do not apply to the sale of excursions organized by other tourist providers where Trip & Travel Montenegro with its all brands acts as an intermediary, and the passengers are bound by the general conditions of the organizer (Trip Advisor, Get Your Guide, Bokun, etc)

Almost all of our tours are held outdoors, therefore affected by weather and traffic conditions, the situation on-premises and all other unforeseen circumstances and as such the tour guides may adjust the itinerary to optimize your experience.

Agency reserves the right to change the date of departure in case of unfavorable weather conditions. In case of unfavorable weather conditions, the Agency will organize the excursion on the next suitable day or will provide a full refund to consumers. Please bear in mind that our client's safety is our first concern.

Offered services are presented on one of our websites with detailed descriptions and photographs. For tailor-made tours, the itinerary will be described and precisely in emails as well as in Confirmation Receipt/ Voucher and it will be noted as a final and accepted offer or in the absence of the same, these conditions will be considered valid. With written confirmation, we guarantee all services as per our program.

Additional information may be requested via email regarding any tourist services for which the company is registered.

All additional changes must also be made in writing and marked clearly on the original booking form where the original booking was made. All additional changes have to be made at least one week before departure, thus our pro forma invoice and program can be changed accordingly. For changes made less than a week before departure, we cannot guarantee it will be changed and accepted but we promise we will give our best trying.

All adventure tours and outdoor activities carry inherent risks and Trip & Travel Montenegro with brands or its partners do not assume any responsibility for accidents that are caused by its customers or can be traced to their own actions or are caused by factors outside of human control (Force majeure).

With the purchase of your trip you agree to these conditions, understand its implications and accept responsibility for your participation in your trip. Depending on the excursion, you may be requested to sign an additional liability release or advice to buy an extra incurrence policy, etc.

Travelers under 18 years must be accompanied by an adult.

If you allow, during the tour, your tour guide may take photographs and films of you (as part of a group) while you are a passenger and these may be used in our brochures, advertising and publicity material and/or social networks with Customers consent.

The Agency is not responsible for lost, damaged or stolen luggage or personal belongings during the tour. Lost or stolen luggage is to be reported to the tour guide or to the relevant police station.

The contents and formats on these websites, with the exception of the parts of text and pictures that have no commercial character and are exclusively meant for the purpose of guest information and the promotion of tourist services in Montenegro, are owned by the Agency. The contents may be copied only for noncommercial purposes and for individual use, respecting all copyrights and owner's rights.

The final price is definitely from the moment of the final booking by passengers. New/changed price on the website will not affect the already accepted price for the same service. No secret costs.

Payment can be done by credit card or via bank transfer except Customer will receive Agency bank account information and Invoice by e-mail and will have two working days to make the payment and to send us a payment confirmation. Upon receiving the payment, the Agency will send to Customer the confirmation (Voucher) or email and all the details regarding the tour. We ask that all international transfers to us be made with the OUR instruction, which means that all bank charges are to be paid by Customer.

Customers are provided with invoices that include VAT according to the Montenegrin law.

Please note that all prices for the services provided by Trip & Travel Montenegro LLC and its sub-brands are in the company's local currency, EURO. As a local operator, the Agency can not be responsible for currency fluctuations and or additional fees outside its control that may be applied such as bank transfer fees, credit card fees and etc.

Agency ensures safety, security and privacy of all information and purchases from Customers through one of our websites or partner companies.

The Agency uses a third party service to process your credit card information, therefore we have no access to your credit card information. For further information, please contact our credit card processing company <https://www.trustmytravel.com/terms/>

Any payments for purchases made by you (client) on one of our websites are subject to Trust My Travel's Full terms & Condition, the Trust My Travel Privacy Policy and relevant terms imposed by Trip and Travel Montenegro LLC.

We reserve the right to refuse participation to clients we believe are under the influence of alcohol or drugs, in such circumstances, no refund shall be given. Our guides reserve the right to refuse participation to any customer whose conduct or manner is likely to cause offense, upset or put other passengers in danger. In such cases, full cancellation charges apply.

Shall you feel unsatisfied with any service Agency has provided, please notify management team to avoid the potential for similar problems happening again during your tour, please email [management@tripandtravel.me](mailto:management@tripandtravel.me) Please note that all complaints must reach Trip and Travel Montenegro within 2 days from the completion of your tour. Otherwise, possible compensation is not valid.

## **CANCELATION POLICY**

We would deeply regret your decision to cancel your tour, however, we realize that there are many valid reasons that this can happen. In the event of cancellation, If the program does not specify otherwise, the below-written cancellation conditions apply:

### **1. CANCELATION OF ONE-DAY TOURS:**

- **No show** - no refund, 100% non-refundable.
- **Less than 48 hours** - You will be refunded 70% of the total tour price. 30% is non-refundable, as this represents our direct cost of booking and preparing your tour.
- **More than 48 but less than 7 days** - You will be refunded 90% of the total tour price. 10% is non-refundable, as this represents our direct cost of booking and preparing your tour.
- **More than 7 days** - You will be refunded 100% of the total tour price.

#### **Unexpected situations:**

- **Weather conditions** can affect the tour safety, especially for cruise ship passengers so we will refund 100% of the total tour due to the inability to disembark from the ship.
- **Port cancellation** - Excursion will automatically be canceled and 100% refunds processed back to the form of payment that was used for the purchase or, if you request it, will work to accommodate you on another tour/another date.
- **The disembarkation delay** - your guide will try to get information about the disembarkation and change the beginning of the tour that might affect the itinerary. If you are not able to find your guide please call the office.

If for any reason the tour is canceled from the Agency, you will be fully refunded for the entire cost of your tour. In this case, we will cover all bank transaction fees but you will not necessarily be refunded by Trust My Travel.

### **2. CANCELATION OF MULTI-DAY TOURS**

- No show, no refund, 100% non-refundable.
- Less than 14 days 50%
- Between 15-30 days before the tour, You will be refunded 70% of the total tour price. 30% is non-refundable, as this represents our direct cost of booking and preparing your tour.
- More than 30 days before the tour You will be refunded 80% of the total tour price. 20% is non-refundable, as this represents our direct cost of booking and preparing your tour.

Transaction fees are on your account. You always can choose to keep the reservation for another time.

If for any reason the tour is canceled from the Agency, you will be fully refunded for the entire cost of your tour. In this case, we will cover all bank transaction fees you will not necessarily be refunded by Trust My Travel.

### 3. **CANCELATION OF AIRPORT TRANSFERS**

- **No show** - no refund, 100% non-refundable.
- **Less than 1 day** - You will be refunded 80% of the total tour price. 20% is non-refundable as this represents our direct cost of booking and preparing your transfer service.
- **More than 1 day** - You will be refunded 100% of the total price.

#### **Unexpected situations:**

- **Landing cancelation** - You will be refunded 100% of the total price or you can change the details of the reservation for another time.
- **Landing delay** - the driver will try to set the correct time of the meeting. If you are not able to find the driver please call our office.

### **ATTENTION**

These general conditions do not apply to the sale of excursions organized by other tourist providers where Trip & Travel Montenegro with its brands acts as an intermediary, and the passengers are bound by the general conditions of the organizer (Trip Advisor, Get Your Guide, etc)

Sometimes the Agency uses the third party service as a bus vehicles, boats, quads, hiking equipment etc and in this case we guarantee we choose the best in the country but all possible disadvantages are responsibility of the third part. Technical problems are always possible, but being reasonable, it is not possible to control the air-cool level for every trip, and etc. Please confirm your acceptance of the offer via e-mail.

**Regardless of the above cancellation policy, the policy might be different if it is written in a travel or contract program by our travel agent what depend on special partners and a third party.**

## **OUR GUARANTEES**

If any tour, not just shore excursions, is cancelled because of a 'force majeure' event, you will receive a full refund. For shore excursions, this typically means such things weather conditions preventing your ship from docking, or if your ship arrives late or otherwise does not dock.

Mont Travelers (Trip & Travel Montenegro) guarantees that in the unlikely event that you miss your ship, we will arrange overnight accommodation and transport to the next feasible port-of-call.

We will take care of the quality of the tour, take care of you as much as possible but we hope we can account on good faith and trust between all parties.

### **LEGAL**

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