

BOOKING TERMS AND CONDITIONS

1. OUR AGREEMENT WITH YOU

- 1.1 We (“we/us/our”) own and operate the accommodation (the “Villa”) displayed on the website (the “Website”) and these Booking Terms and Conditions (the “Terms”) form the agreement between you (“you/your”) and us and sets out what you are legally entitled to expect when you book a Villa through us.

2. YOUR VILLA

- 2.1 A description of each Villa and its facilities appears on the Website. We take every care to ensure that the images, text and information published on the Website relating to the Villa and the surrounding resort are accurate. However, we do not accept any responsibility if the Villa or resort does not meet your expectations or requirements.
- 2.2 It is your responsibility to bring to our attention any medical condition or disability that you, or any member of your party, may have and which you consider to be relevant to your use of the Villa. We cannot accept any responsibility if you fail to provide such information so we are able to advise you accordingly as to the suitability of the Villa.
- 2.3 The Villa will be available to you from 4.00pm local time unless otherwise stated or confirmed in writing by us prior to your arrival.
- 2.4 The Villa must be vacated before 11.00am local time on the day of your departure.
- 2.5 On your departure from the Villa you will return the keys to our local agent who will check the property and inventory against any loss or damage and return the refundable deposit of Euro 300 in accordance with clause 4.2.

3. PAYMENT

- 3.1 The prices we display on the Website are accurate and up to date, but we reserve the right to change any of those prices from time to time
- 3.2 You must pay a non-refundable 25% deposit of the total cost of the Villa when you book with us. The balance must be paid to us six (6) weeks before your arrival at the Villa. In the event that you book the Villa six (6) weeks before you intend to arrive then payment of the full amount will be due on booking.
- 3.3 Payment may be made in either Euro’s or Pounds Sterling via bank transfer. Cheques can only be accepted if received at least seven weeks before departure.

4. USE OF THE VILLA AND DAMAGE

- 4.1 By booking a Villa and accepting these Terms you agree that the Villa shall only be used by you and those individuals travelling in your party. You are not allowed to share the Villa or let anyone else stay there.

4.2 On arrival at the Villa a refundable deposit of Euro 300 (the "Deposit") will be payable by you to our local agent to cover any damage or breakages, howsoever caused by you or your party, to the Villa or any contents during your stay. Subject to clause 2.5 the Deposit will be returned to you at the end of your stay subject to any deductions for any damage you or your party may have cause to the Villa or the contents

4.3 Any damage, howsoever caused, by you or members of your party, that exceeds Euro 300 will be payable locally by you prior to your departure from the Villa.

4.4 At any time in your stay any damage or breakages should be reported to our local agent as soon as you become aware of such damage so we that can repair or fix the damage as soon as reasonably possible.

5. **WHAT IS NOT INCLUDED**

5.1 The details and facilities of the Villa are included on the Website. However, we are only responsible for the provision of the Villa and shall not provide any other services or facilities which are not specifically highlighted on the Website. For the avoidance of doubt we will not provide the following:

5.1.1 any outward or inward flights to or from Montenegro or any associated flight or airport charges or taxes, including but not limited to the following:

- (a) fuel supplements;
- (b) air passenger duty;
- (c) any overseas or departure tax;
- (d) excess baggage costs;
- (e) any domestic or international departure taxes;

5.1.2 transfers either to or from the Villa;

5.1.3 transfers to or from any airport;

5.1.4 holiday insurance;

5.1.5 travel insurance;

5.1.6 any excursions;

5.1.7 car or bike hire;

5.1.8 any food or drink.

5.2 Certain products and services referred to in clause 5.1, and other additional products and services, may be offered by the local agent. However, for the avoidance of doubt we do

not accept any responsibility or any liability whatsoever for any services provided by the local agent and any engagement of such products or services by you are undertaken entirely at your own risk.

6. CHANGING YOUR BOOKING

- 6.1 If, after our confirmation invoice has been issued in accordance with clause 9, you wish to change your chosen dates for the Villa we will use our reasonable endeavours to accommodate the changes but for the avoidance of doubt such requested changes may not be possible. Any request for a change must be made in writing from the individual who made the booking or by another individual acting on behalf of the person who made the booking.
- 6.2 Any change in dates you make within 14 days of your departure date will be treated as a cancellation and the cancellation charges shown in clause 7 may apply. If you change your dates in accordance with clause 6.1 we will not be liable for any loss incurred in relation to the cancellation of any of your travel arrangements.
- 6.3 If for some reason we have to cancel your booking before you arrive at the Villa we shall use our reasonable endeavours and try to provide alternative accommodation at one of our other Villas or offer alternative dates for your use of the Villa.
- 6.4 Subject to 6.3 our total liability to you for cancellation by us will be limited to any amount you have already paid to us for the Villa. If we cancel before you arrive at the Villa we may at our discretion, on the production of valid receipts by you, reimburse any reasonable costs incurred by you in relation to the cancellation of your travel arrangements.

7. CANCELLATION

- 7.1 If you wish to cancel your booking you will be required to contact us by recorded delivery at the address detailed on the confirmation invoice issued under clause 9.
- 7.2 Notification of your cancellation will take effect on the date we receive your letter. If you cancel after we confirm your booking, you will be required to compensate us for our reasonable losses. The charges below are based on the number of days before your booked date we receive your written cancellation notice. The charges are calculated on the percentage of the total cost of the price payable by you for your booking.

Period before departure when written notice of cancellation is received	% Charge for Cancellation
More than 56 days	Loss of deposit
55-29 days	50%
21-15 days	80%

14-4 days	90%
3 days or less	100%

8. TERMINATION

- 8.1 We use every effort to ensure that the Villa is decorated and maintained to a high standard for your and other customers use and you and your party must behave reasonably while occupying the Villa.
- 8.2 At all times during your stay at the Villa we expect you to have consideration and respect for the Villa, its contents and the local residents of the resort. If in our reasonable opinion you, or any member of your party, appear to be behaving in a manner as to cause, or to be likely to cause, danger or distress we may, at our absolute discretion, terminate our agreement with you.
- 8.3 If you or any member of your party causes damage to the property or its content then we may terminate our agreement with you and require you to vacate the Villa immediately. You hereby agree, in accordance with clause 4, to compensate us for any loss we may suffer as a result of the damage caused by you or your party.

9. CONFIRMATION

- 9.1 If we accept your booking we will reserve the Villa for your chosen dates and send you confirmation via email. For the avoidance of doubt there will be no contract between us until the deposit required in clause 3.2 has been paid and received by us in full and written confirmation, in the form of email, of your booking has been issued by us to you and at which point you will be bound by these Terms.
- 9.2 On receipt of the confirmation please ensure that all information and details relating to your booking are correct and inform us immediately if any details are incorrect. In the event that you book the Villa at short notice and there is insufficient time to send you written confirmation a contract will exist when we confirm your booking.
- 9.3 You agree that on receipt of confirmation of the booking by us that these Terms shall be incorporated and establish a contract between you and us for your use of the Villa and these Terms shall be to the exclusion of any other terms, conditions of contract or representations.
- 9.4 We reserve the right, in our absolute discretion, to refuse your booking for any reason. If we do this we will refund any money already paid to us.

10. EVENT BEYOND OUR CONTROL/FORCE MAJEURE

- 10.1 Please be aware that although we shall use our reasonable endeavours to ensure your stay at the Villa is as enjoyable as possible there are certain events that are out of our

control and for which we are unable to accept liability. Such events include: war, threat of war, riots, civil disturbances, terrorist activity, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks, hurricanes and other actual or potential severe weather conditions, and any similar events.

- 10.2 You accept that we are only responsible for the provision of the Villa and are unable to accept any liability for any delay to your flights or any other part of your travel arrangements to or from the Villa whether the delay or cancellation is caused by severe or adverse weather conditions, technical problems with transport; closed or congested airports or ports, the action of air traffic controllers, the action of port, airport authorities or governments, the rescheduling of times by carriers or mechanical breakdown. In such circumstances you may be able to make a claim under your insurance policy.

11. **OUR LIABILITY TO YOU**

- 11.1 We accept liability for ensuring that the Villa is provided to you in accordance with our obligations under these Terms. Subject to clause 11.2 if any part of your stay at the Villa is not satisfactory and is attributable to us then we will pay to you an appropriate amount of compensation. Our liability to you in all cases shall be limited to a maximum of [**twice**] the amount you have paid to stay at the Villa.

- 11.2 Notwithstanding clause 11.1 we will not accept liability for any indirect, special or consequential loss, harm, damage, costs, expenses or other claims for compensation whatsoever (whether caused by our negligence, or the negligence of our employees or agents or otherwise) which arise out of or in connection with your stay at the Villa in the event of any of the following:

11.2.1 any event referred to in clause 10.1 and 10.2;

11.2.2 if you or any member of your party are at fault;

11.2.3 if the fault is of someone else not connected with providing the Villa or the services under these Terms;

11.2.4 any unusual or unexpected circumstances beyond our control or event which we could not help or prevent;

11.2.5 any harm suffered by your or a member of your party participating in any dangerous or outdoor activity or excursion.

- 11.3 For the avoidance of doubt we do not exclude liability for death or personal injury caused by our negligence or for fraudulent misrepresentation.

12. **HEALTH MATTERS AND OTHER INFORMATION**

- 12.1 Please be aware that prior to travelling to Montenegro that certain health requirements may be required. It is your responsibility to ensure that all relevant vaccinations and inoculations are received prior to travelling.

12.2 All non-nationals of Montenegro must register with the local police within 24 hours of arrival and pay a local tax or they face the risk of a fine, detention or a court appearance. We do not accept responsibility for your registration with the police or payment of the tax. The local agent may be able to assist you with registration but for the avoidance of doubt you and members of your party are solely responsible for registration and payment of the tax and we do not offer any service in relation to registration with the local police.

12.3 Smoking is not permitted anywhere in the Villa.

12.4 You are not permitted to allow pets or any other animal to stay in the Villa.

13. **COMPLAINTS**

13.1 If you have a complaint regarding any aspect of the Villa this must be brought to our attention or the attention of our local agent immediately, so that the appropriate action can be taken to resolve the problem. In the event that we are unable to resolve the matter during your stay you must notify us within 28 days of the end of your stay in the Villa. Any claims received outside the period may not be considered.

14. **LAW AND JURISDICTION**

14.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.

14.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.

15. **LANGUAGE**

15.1 These terms are drafted in the English language. If this agreement is translated into any language other than English, the English language text shall prevail.

15.2 Any written notice required in accordance with clause 7 shall be in the English language.

16. **ENTIRE AGREEMENT**

16.1 These Terms constitute the entire agreement between you and us in relation to the provision of the Villa and our obligations to you.

16.2 In agreeing to these Terms that you have not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance (whether made negligently or innocently) other than expressly set out in these Terms.

17. **SEVERANCE**

17.1 If any provision of these Terms (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

17.2 If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.