



NOMAD & OUTDOOR Montenegro

operating within **S CONCEPT**

TERMS AND CONDITIONS

1. GENERAL INFORMATION

Nomad & Outdoor Montenegro is a tour operator that operates within the company S Concept d.o.o. (Ltd), Kozaračka 110, 81000 Podgorica, Montenegro.

Corporate ID number: 03436268

VAT number: 30/31-25344-5

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These general terms and conditions of business are part of the contract between Nomad & Outdoor Montenegro tour operator, and the traveler/tour operator who accepts the offered arrangement - a day or multiday tour that Nomad & Outdoor Montenegro offers in its product portfolio and creates according to the Client's preferences. By agreeing on the service - signing a contract, the Client confirms he/she is fully familiar with these general terms and conditions and that he/she will adhere to them in their entirety.

2. BOOKING PROCEDURE

A booking for a trip with Nomad & Outdoor Montenegro can be made by first checking price and availability. A booking is not confirmed before we receive a deposit payment at which point a receipt and invoice for the final balance will be issued. The balance is due four weeks before departure. Full payment is required for a booking made less than four weeks before departure. Payment can be accepted with bank transfer or online by credit card. If the balance is not paid at the specified time, unless previously arranged with us in writing, we reserve the right to cancel the booking.

3. PRICE

Stated prices are in EURO and include all services specified in the itinerary. Price refers to land-only costs. It does not include international flights, visa and passport charges, airport taxes, insurances, meals and services not included in the itinerary, expenses of a personal nature, insurance, emergency costs, excess baggage charges.

4. ITINERARY

The itinerary is provided in good faith but should be seen as a general aim rather than a contractual statement of detail. In particular standards of comfort and service may vary and transport timings may change. Factors beyond our control may necessitate changes. Clients will be consulted whenever possible when there are choices available. Route and hotel changes may be necessary and will always be at the discretion of the tour leaders and Nomad & Outdoor Montenegro tours. They do not constitute an alteration of your holiday and will not be compensated. Under no circumstances can Nomad & Outdoor Montenegro, and any of its ground operators or representatives be held responsible for any wildlife mentioned in our brochures or itineraries, but not actually seen during the holiday.

5. PRE-TRIP DOCUMENTS

Educating and preparing our travelers is a priority for us. Approximately one month prior to departure, you will receive a comprehensive Pre-Departure Briefing detailing your trip, the history and wildlife of the region, what to pack and how best to prepare. Depending on the specific trip, you may receive other documents at this time or at a later date.

6. ALTERATIONS BY US

We reserve the right to alter arrangements and itineraries because of operational factors, or when we consider it in the best interests of our Clients. Changes will be made known to Clients as soon as possible. If these changes are substantial and unacceptable a refund may be given. In regard to financial alterations, we reserve the right to alter quoted prices. Should any price increase exceed 10% of the total cost you have the right to cancel the booking and a refund may be given. Less than 30 clear days before the date of commencement of your tour, no additional charges will be made except when the booking has been made within this period in which case additional charges may be made up to and including the date on which the invoice is issued.

7. ALTERATIONS BY YOU

Any special requirements should be notified at the time of booking. Alterations after booking are sometimes possible but note that there is an administration charge for this service. If, after our confirmation invoice has been issued, Client wish to change their travel arrangements in any way, for example, their chosen departure date or accommodation, we will do our utmost to make these changes, but it may not always be possible. Any request for changes to be made must be in writing any further cost which incur in making this alteration will passed on to the Client.

8. CANCELLATION BY US

We reserve the right to cancel the trip for reasons beyond our control. A full refund will be made but we accept no responsibility for further compensation. If such cancellation is due to 'force majeure' (inclusive of war, civil or political unrest and natural disasters) reasonable expenses we have incurred will be deductible from any refund. Any compensation and refund are strictly limited to monies paid to us. We are not liable for any expense you have incurred as a result of your booking.

9. CANCELLATION BY YOU

If you should cancel or abort the booked tour, all your cancellations must be in writing, by e-mail. The written cancellation date shall be the basis for the compensation of cancellation costs. As per conditions set below (percentage of total arrangement price):

CHANGE FOR ANY REASON

If you need to change your booking for any reason you have two options:

1. Postpone to a later date
2. Cancel and pay standard cancellation charges

The following charges will apply:

- from reservation – 60 day before departure 20% of total trip cost
- 59 – 29 days before departure 30% of total trip cost
- 28 – 15 days before departure 50% of the total trip cost
- less than 14 days before departure 100% of total trip cost

CHANGE OR CANCEL DUE TO COVID RELATED TRAVEL RESTRICTIONS

If you need to change your booking due to official government advice or restrictions you have two options:

1. Postpone to a later date with no extra costs
2. Get a full refund if cancelled latest 28 days prior to departure
3. 20% cancellation fee if cancelled less than 28 days prior to departure

CANCELLATION OF EXCURSIONS AND DAY TOURS

- 8 or more days prior to arrival: 0%
- 2-7 days prior to arrival: 50%
- 1 day prior to arrival or no show: 100%
- Failing to make appearance and travel without prior cancellation shall entitle Nomad & Outdoor Montenegro to withhold 100% of the payment made regardless of the reason for cancellation.

10. PASSPORTS AND VISAS

It is your responsibility to ensure to have valid all necessary travel and health documents. The cancellation due to invalid documents should not cause any harmful consequences to Nomad & Outdoor Montenegro. In the case that Nomad & Outdoor Montenegro suffer any damages due to failure on your part to possess these documents, you must compensate them. If any travel documents are lost or stolen during the tour, the costs of issuing new documents must be paid by you. Basic information about the visa regime between the Republic of Montenegro and all other countries/entities you can find [here](#).

11. LUGGAGE

The Client must take care of his/her personal belongings during the tour and is responsible for theft, loss or damage of objects left somewhere unattended in the vehicle. You are obliged to put them on the vehicle before any transfer and bring them from the vehicle after any transfer, except the case when Nomad & Outdoor Montenegro organizes and the guide communicates with guests all about the

service to transport luggage from one to another place to stay overnight while they are doing outdoor activities.

12. BEHAVIOUR

By booking the Nomad & Outdoor Montenegro tour you accept responsibility to behave on proper way ensuring the safety and well-being of all individuals and a group. If the Nomad & Outdoor Montenegro team or a guide as one in authority on our tours are of the opinion that behavior of you or any other participant doesn't follow the instructions and causes or leads to danger or upset to any other person or damage to property, we reserve the right to terminate the holiday of that person with no further responsibility to them and any obligation to return travel arrangements nor refund any cost caused by the termination. He/she will be required to leave the tour fully paying for any caused damage or loss.

13. HEALTH

We will give general advice on health matters before the trip, but you are advised to consult your doctor for specific advice. Depending on your trip, parts may be strenuous and it is your responsibility to be adequately fit. During the trip, a basic first aid kit will be carried but the leader/guide who is trained in first aid, but he is not medically qualified and any treatment will be only with your consent. Be sure that you carry any specific personal medication.

14. PROTECTION OF PERSONAL INFORMATION

The Client gives Nomad & Outdoor Montenegro his personal information voluntarily. Personal data of service users are required in the process of booking and realization of the requested service and will be used for further mutual communication.

Nomad & Outdoor Montenegro is committed not to disclose the personal data of the user out of the country or to provide it to a third party other than the partners participating in the realization of the contracted services.

The personal data of the user will be kept in the database, according to Nomad & Outdoor Montenegro's decision on how to collect, process and store personal data.

Nomad & Outdoor Montenegro has the right to use the personal information of service users for marketing purposes. The user is able at any time to sign out with the "Sign out" link at the end of each mail or by submitting an application to nomadoutdoor.mne@gmail.com

An objection to the processing of personal data for marketing purposes will not affect the contracting and / or realization of the requested service.

Statement on the protection and collection of personal data and their use

Nomad & Outdoor Montenegro undertakes to provide protection to customers' personal data, in such a way that it collects only necessary, basic data about customers/users that are necessary to fulfill our obligations; informs customers about the use of collected data, regularly gives customers the opportunity to choose about the use of their data, including the possibility of deciding whether or not they want their name removed from lists used for marketing campaigns. All user data is strictly kept and is available only to workers who need this data to perform their work. All employees of Nomad & Outdoor Montenegro and business partners are responsible for respecting the principles of privacy protection.

15.INSURANCE

INSURANCE IN CASE OF CANCELLATION OF RESERVATION

If during the reservation, the traveler expects he could cancel the reservation for some reason, Nomad & Outdoor Montenegro recommends a Cancellation insurance. Cancellation insurance can't be paid afterwards, only during initial request for the travel.

TRAVEL INSURANCE

The cost of travel does not include the package of travel insurance. As having adequate travel insurance is absolutely essential, Nomad & Outdoor Montenegro advises their Clients to pay the travel insurance: insurance against risks of accidents and diseases, travel insurance from loss or damage of luggage as well as health insurance during travel and stay abroad, and insurance to cover the costs of assistance and return of passengers to the starting place in case of accidents and illnesses.

By providing us with details of the policy you have (insurer, policy number and insurer's emergency assistance telephone number) you will make us able to assist in contacting your insurance company on your behalf, if the need arises while you are on holiday.

To have adequate travel insurance, we can advise to check what your policy covers:

- Emergency treatment and treatment in hospital
- Emergency transport and emergency travel home
- Pre-existing medical conditions if you get ill during your trip
- All activities you will undertake on holiday, such as sports or adventure tourism
- Repatriation costs if you or a family member die while away
- Getting home after medical treatment if you cannot use your original ticket
- Reasonable costs for a family member or friend to stay with you, or travel out to accompany you home, if required
- 24-hour assistance helplines to offer support and advice about appropriate treatment
- COVID 19 cover if you or family members cannot return home because you/they been in contact with infected one or test positive for COVID during your travel. Check your insurance covers you for repatriation where necessary, emergency medical expenses abroad and additional costs such are alternative flights, accommodation if you need to self-isolate during your trip and COVID tests. You should also check your insurance provides cover if you cannot reach the destination during transit due to COVID-19.

We will not be responsible for any costs.

LIABILITY INSURANCE

Nomad & Outdoor Montenegro has concluded a General Liability Insurance contract for damages caused to a Client by failure to meet obligations or by partially or inconsistently meeting obligations.

16. COMPLAINTS

In the unlikely event that you are unsatisfied with any aspect of the tour, you must send us an email to inform us of your complaints immediately, making us able to take an appropriate action as problems can usually be resolved right on the spot and during the tour. In the case you remain dissatisfied you must write us within 20 days of your return. Please keep your email concise and deal with facts that we will take into consideration to identify your complaints. We will do a comprehensive investigation and report back to you as soon as possible, but no later than 15 days. We regret we are not able to accept any complaints and deal with them if they are not initially raised during the tour.

If you don't follow this procedure, we won't have an opportunity to investigate and rectify your complaint whilst on holiday and that can affect your rights under this contract.

Any complaints must be emailed on:

nomadoutdoor.mne@gmail.com

Required information: name and surname of the person sending the complaint, email address to response to.

17. TRAVEL PACKAGES

Company S Concept d.o.o. that Nomad & Outdoor Montenegro tour operator operates within will be fully responsible for the proper performance of the package as a whole.

Nomad & Outdoor Montenegro acting as the tour operator, shall guarantee the execution of the travel program. The Client is obligated to provide any information which is required for the reservation process. These Terms & Conditions apply to all the tours offered by Nomad & Outdoor Montenegro.

18. JURISDICTION

On paying the deposit payment, you are accepting our terms and conditions as described in the booking conditions. The booking conditions may only be waived by a director of the company and in writing. On acceptance of your booking, we agree to carry out our obligations to you as defined in the documents you have received. These conditions are subject to and shall be construed according to Montenegrin law.

The Client and Nomad & Outdoor Montenegro will aim to settle possible lawsuits in the application of this Agreement and if an agreement cannot be reached the issue will become subject to the decision of the Podgorica Court jurisdiction, under the authority of the laws of the Republic of Montenegro.

19. PAYMENT OPTIONS

By making a reservation/booking, you are expected to pay either parts (deposits) or the full amount at once for all the products.

The payment via Nomad & Outdoor Montenegro reservation/booking system is done only with Credit Card (WSPay). WSPay is a secure system for online payment that Nomad & Outdoor Montenegro uses sending you the link to pay. Once you click pay now, you will get a confirmation email.

In the case that you desire to pay by Bank transfer, please contact us directly.

CONVERSION STATEMENT

All payments will be effected in Montenegro currency. The charged amount on your credit card account is converted into your local currency according to the exchange rate of credit card associations.

Statement on the protection of the transfer of personal data

Entry and transfer of personal data

The entry and transfer of personal data and credit card number data is protected by the highest security standards provided by the Monri WSPay system for online authorization of credit cards in accordance with the requirements of cardholders and cardholder brands and the PCI DSS standard. Authorization and payment of credit cards is done using the Monri WSPay system for authorization and payment of cards in real time.