

## **TERMS & CONDITIONS**

### **Terms & Conditions of your booking with Tango Montenegro**

All bookings are made with Tango Montenegro. Your on-line booking will be taken as you and your party's acceptance of the following terms and conditions. The expression CLIENT may be used in these conditions not only to apply to you but to all other members of your party on whose behalf you have booked. Reading the booking conditions and information forms part of your contract with us.

#### **Index:**

- 1. Booking**
- 1a. Provisional reservations**
- 2. Payment of the balance**
- 2a. Single room supplement**
- 3. Alteration by you**
- 4. Cancellation by you**
- 5. Travel Insurance**
- 6. Alteration by us**
- 7. Cancellation by us**
- 8. Our responsibility for your holiday**
- 9. Your responsibility to us**
- 10. Price guarantees**
- 11. Website descriptions**
- 12. Flights**
- 13. Complaints and Arbitration**
- 14. Indemnity**
- 15. Passports, Visas, Health requirements**
- 16. Travel advice**
- 17. Data protection**
- 18. Jurisdiction**

<http://www.tangomontenegro.com/TC>

#### **1. Booking**

All bookings should be made via our website ([www.tangomontenegro.com](http://www.tangomontenegro.com)) or by contacting us in one of the ways suggested on our website. After receipt of your full payment we will issue a confirmation of booking. By booking your Tango Holiday you have entered into a binding contract between you (the client), and us.

##### **1a. Provisional reservations**

To make a provisional reservation we require a 10% non-returnable deposit at least 9 weeks prior to departure, with the total balance due at the latest 6 weeks before departure. Upon the payment of balance we shall issue your booking

confirmation. You will be able to alter your booking at any time up to the point of confirmation. If you cancel at any time before the confirmation your deposit will be retained to cover our administrative and other costs.

## **2. Payment of the balance**

If you have made a provisional reservation first, the balance of the price of your holiday must be paid at least 6 weeks before departure. If the balance is not paid in time we reserve the right to cancel your holiday and retain the deposit. For bookings made within 6 weeks of departure, you will be required to pay the full cost of your holiday at the time of your booking.

### **2a. Single room supplement**

Our prices are quoted on the basis of 2 adults sharing a twin or double room. Our guests who require a single room accommodation will have to pay a single room supplement. The supplement must be paid at least 2 weeks before departure.

## **3. Alteration by you**

In the event of you wishing to alter the details of a confirmed booking, you will be charged an amendment fee of £35 in addition to the increase, if any, in the cost of the revised arrangements. Where an alteration is made within 6 weeks of departure we will treat such alteration as a cancellation of the original booking. Any costs incurred by us will be passed on and may be as high as 100% of the cost of the holiday. All amendments must be in writing. No refund will be made for unused accommodation or services due to voluntary variation of a holiday.

## **4. Cancellation by you**

You or any member of your party may cancel your holiday at any time providing that the cancellation is made by the person who had originally made the booking. The cancellation must be communicated to us in writing and sent by recorded delivery. As this incurs administrative costs we shall retain the deposit of the client who cancelled and in addition may apply cancellation charges up to the maximum below.

Period before departure within which written cancellation is received	Amount of cancellation charge shown as a percentage of the holiday price
42 days or more	Deposit only
22 - 41 days	50%
8 - 21 days	80%
Up to 7 days to departure	100%

Taxes and insurance premium are non refundable in any case. Your attention is drawn to our specially arranged Holiday insurance. If cancellation is caused by illness or certain unavoidable causes, the policy may apply.

## **5. Travel Insurance**

When booking your Tango Holiday with Tango Montenegro you must demonstrate that you hold a holiday travel insurance policy providing comprehensive coverage abroad (it must offer a 24hr emergency telephone, emergency health and repatriation service). In the event of an emergency, should you not have adequate insurance cover, although we will offer all reasonable assistance, you will be responsible for any costs involved as a result of your failure to take out adequate cover. Please read your policy details carefully. It is

your responsibility to ensure that the insurance cover you purchase is adequate for the particular needs of you and your party. We do not check alternative insurance policies.

#### **6. Alteration by us**

In the unlikely event that we make any changes to confirmed arrangements, most of the time they will be minor and we will advise you at the earliest possible date. If a major change occurs, we shall inform you as soon as it is reasonably possible. A major change is one that we make to your holiday before departure that includes changing holiday dates, or offering you accommodation of a lower standard. In such cases you have the choice of either accepting the revised arrangements as notified to you, or cancelling your holiday with full refund of money paid.

For all these alternatives we will pay compensation on the scale shown below (plus full refund of all money paid if you choose to cancel)

Period before departure date that notification is given	Compensation per person
Within 2 Weeks	£30.00
Within 4 Weeks	£20.00
Within 6 Weeks	Nil

Important note: Compensation will not be payable if we are forced to cancel, or in any way change your holiday due to war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions or other events outside our control. Neither will it be payable in case of flight delay after check-in which is covered separately by our Holiday insurance.

#### **7. Cancellation by us**

All Tango Holidays are subject to a minimum number of participants. We reserve the right in any circumstances to cancel your holiday. We will not cancel your holiday within 3 weeks of departure unless caused by events beyond our control or failure on your part to pay the final balance. In circumstances where we are unable to provide the holiday booked, we will offer to you an alternative holiday of comparable standard. If this is unacceptable, we will return to you all monies paid.

#### **8. Our responsibility for your holiday**

We accept responsibility for ensuring that all component parts of your holiday are supplied to you as confirmed by us in your confirmation notice, and that services offered reach a reasonable standard. If any such part is not provided, we will pay you an appropriate compensation (see important note above). We shall not pay any compensation where you expected or wished components or services which we have not offered to be provided. We have taken all reasonable care to ensure that proper arrangements have been made for all our holidays and that the suppliers of the various services provided to you as part of your holiday are efficient, safe and reputable and comply with the local and National Law and regulation of the country in which they provide those services. However we do not have direct control over the provision of services to clients by suppliers, and we cannot be held responsible or liable for injury or death or illness caused to clients unless through negligence of our employees.

We shall give every reasonable assistance to a client who through mishap suffers illness, personal injury or death, during the period of the holiday, arising out of an activity which neither forms part of the holiday arrangements nor forms part of an excursion offered through us, provided we are advised of the incident within 90 days of its occurrence. This includes advice, guidance and initial financial assistance in the form of legal expenses insurance where appropriate up to a limit of £1000.00 per booking form. This refers only to our insurance (in case you do not have your own but have asked us to buy it for you).

Nothing in condition 8 shall apply to anything arising during or out of carriage by air, sea or land which will be subject to the condition of carriage of the carrier operating these services. In respect of carriage by air, sea or land and the provision of accommodation our liability in all cases will be limited to the manner provided by the relevant international convention

#### **9. Your responsibility to us**

It is your responsibility to ensure that you arrive in good time to board all flights or other method of transport. If you miss a flight or other transportation it will be your responsibility to arrange alternative transportation. We will be happy to help you by advice in making such arrangements. If you do not succeed in arranging alternative transport and therefore have to miss your entire holiday we reserve the right not to reimburse any cost to you.

#### **10. Price Guarantees**

The price of your holiday is subject to surcharges only on the following items: Governmental action, currency, aircraft fuel, over flying charges, airport charges and increases in scheduled air fares. Even in this case, we will absorb an amount equivalent to 2% of the holiday price which excludes insurance premiums and amendment charges.

If this means paying more than 10% of the holiday price, you will be entitled to cancel your holiday with a full refund except for any premium paid to us for holiday insurance and amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 14 days from the issue date printed on the confirmation notice. In return for this guarantee there will be no refund in the event of favourable costs or currency movements.

We reserve the right to revise prices for new bookings from time to time.

#### **11. Website description**

Our website contains statements representing our honest belief that the facts shown are correct. Every reasonable effort has been made to describe honestly the services and accommodation offered and every reasonable attempt will be made to supply what has been described. All bookings are made and accepted on the basis of the descriptions contained on the website and in good faith. We cannot guarantee the accuracy of any other brochure or leaflet or map or any material which is not published by us but may be supplied as an additional service to the client.

#### **12. Flights**

When travelling with a carrier, the conditions of carriage of that carrier apply, some of which may limit liability. The website mentions several carriers in order to inform our clients. The information is not issued on behalf of and does not

commit the airlines mentioned therein or any airlines whose services are used in the course of the tour. While we do our best to advise you on flight booking we do not book flights for you.

### **13. Complaints and Arbitration**

In the unlikely event of any problems occurring during your holiday, it must be reported to our local host, thereby giving them the opportunity to remedy the problem. If the problem cannot be resolved with their assistance you should without delay notify us by telephone or email. If the problem cannot be completely solved in the destination, you must write to us within 28 days of your return giving full details of your complaint. If you do not follow this procedure it may affect your right to claim against us.

### **14. Indemnity**

When you book a holiday with us you accept responsibility for the proper and reasonable conduct of yourself and your party while on holiday. We reserve the right to terminate your holiday or that of any member of your party due to misconduct. If your actions, or those of any member of your party, cause damage to the accommodation in which you are staying or cause delay or diversion to any flight or other means of transportation, you agree to fully indemnify us against any claim (including legal costs) made against us by, or on behalf of, the owners of such accommodation or the operator of such flight or other means of transportation. Your accommodation will be inspected for damage prior to your departure. If your conduct is deliberately improper and causes offence or damage to people around you we reserve the right to terminate your holiday and take other appropriate action against you.

### **15. Passports, Visas and Health Requirements**

A full British passport presently takes 4/6 weeks to obtain. If you or any member of your party is not a British citizen or holds a non-British passport you must check passport and visa requirements with the Embassy or Consulate of Montenegro. Information on health is contained in the Department of Health flyer available from most post offices. It is your responsibility to ensure that you and all members of your party are in possession of all necessary travel and health documents before departure and all costs incurred in obtaining these items must be paid by you.

### **16. Travel Advice**

The Foreign & Commonwealth office may have issued information about your holiday destination. You are advised to check this information on BBC (Ceefax) page 470 onwards or on the Internet under the address <http://www.fco.gov.uk/> Alternatively you can contact the ABTA Information Department on 0891 202520 (calls charged at 50p per minute).

### **17. Data Protection**

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we need to use the information you provide such as name, address, and any special needs/dietary requirements etc. Therefore please do provide all the necessary and requested information in order to enable us to provide the appropriate services. We take full responsibility for ensuring that proper security measures are in place to protect your information.

We must pass some of the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies etc. The information may also be provided to security companies, public authorities such as customs/immigration if required by them, or as required by law. You are entitled to a copy of your information held by us. If you would like to see this please contact us. We will make a small charge for providing this to you. We will hold your information, where collected by us, and may use it to inform you of offers in the future or to send you brochures. If you do not wish to receive such approaches in the future, please let us know. We shall never sell your information to a third party.

**18. Jurisdiction**

This contract is made on the terms of these booking conditions which are governed by English Law and both parties shall submit to the jurisdiction of English Courts at all times.