



## Legal data

**Legal name of the company:** Tara Expeditions DOO

**Company registration number:** 51192010

**Tour operator license number:** 689

**Address:** Niksicka 39, Podgorica, Montenegro

**Phone number:** +382 67 404 116


**E-mail:** [agency@tara-expeditions.com](mailto:agency@tara-expeditions.com)

**Official website:** <https://tara-expeditions.com>

## **1. TERMS AND CONDITIONS**

By booking a tour, participating in a tour or using any related services (a “Tour”) with TARA EXPEDITIONS Podgorica – a Montenegrin company with limited liability (“TARA EXPEDITIONS” or the “Tour Operator”), you (“You”) acknowledge and agree to have read, understood and agreed to be legally bound to the Terms & Conditions (“Terms”) set out below.

Tara Expeditions reserves the right to cancel bookings, change assigned tour guides, prices, and tours being sold without prior notice. We reserve the right to change itineraries and/or schedules if deemed necessary because of road conditions, severe weather, or any other unforeseen circumstances beyond our control. Please be aware that we may modify these Terms at any time, in our sole discretion and all modifications will be effective immediately upon our posting of the modifications on our Website. Tara Expeditions reserves the right to adjust the price of the tour in the event of cost increases



arising from changes in transport costs, taxes, customs duties, or other applicable fees, as well as fluctuations in exchange rates. Participants will be notified in writing of any such price modifications prior to the commencement of the tour.

Bookings can be confirmed before the start of the tour by sending us an email at [agency@tara-expeditions.com](mailto:agency@tara-expeditions.com)

If You make a booking on behalf of other participants, You guarantee that You have the authority to accept and do accept these Terms and the [Waiver of liability](#) on behalf of the other participants in your party.

## 2. BOOKING & PAYMENTS

In order to confirm your chosen arrangements, you must pay a deposit of 30% to our bank account or by card at the time of your booking and full payment no later than 60 days before departure. This deposit is required to hold your spot and it is non-refundable but is transferable. We cannot guarantee any availability on the required date and time before the payment or deposit is finalised. If the Client is booking within 60 days of the departure date, full payment will be due at the time of booking confirmation.

If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you.


Participants must cover the exchange rates and transfer fees. The transaction is charged in EURO. Final payment is always conducted in EURO. Refunds are also conducted in EURO.

If sending money by electronic bank transfer then you will be responsible for covering the cost of the fees associated with the transfer, so that the company receives the full amount shown on your invoice.

Subject to the availability of chosen arrangements, we will confirm an activity or package by issuing a confirmation invoice. This invoice will be sent to the Client who booked the activity or package, regardless of the amount of people in the group. The Client must check the invoice carefully and contact us by email **agency@tara-expeditions.com** immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete.

## 3. DETAILS REQUIRED FOR BOOKING

As a condition of booking, You must provide the information requested by the Tour Operator. If You fail to supply information required by the Tour Operator for air tickets, permits, or other inclusions, You will also be liable for any costs, fees or losses including failure to obtain or provide that inclusion. In the event that You fail to supply information required by the Tour Operator, the Tour Operator also reserves the right to treat your booking (or the relevant component of your booking) as canceled and levy any



cancellation fees deemed reasonable by the Tour Operator, in its sole discretion. The information required by the Tour Operator will vary by Tour and will be communicated to You or to the Tour Operator's authorized agent during the booking process. The Tour Operator will not be held responsible for any fees You incur as a result of errors, omissions, inaccuracies, late, misplaced or otherwise incomplete information you have provided.

#### **4. CANCELLATION BY THE PARTICIPANT**

All cancellations from customers should be notified via email **agency@tara-expeditions.com** to The Tour Operator. Cancellation fees will be determined with reference to the date on which notice of cancellation is received by the Tour Operator and are expressed as a percentage of the total price paid for the canceled Tour or service (excluding any service where refund is not allowed).

The date on which notice of cancellation is received by the Tour Operator is the basis for calculating the fee that belongs to the Tour Operator, expressed as a percentage of the total cost of the trip, as follows:

##### Cancellation & Fair Play Policy

To secure your adventure, a 30% deposit is required at the time of booking. Please understand that this deposit is **non-refundable**, as it is immediately used to cover upfront costs and reservations with our local partners.

##### **For Multi-day holidays:**

##### Cancellation Charges

- **Cancellation more than 31 and more days:** Free
- **Cancellation 30 days or less before departure:** 100% of total tour cost;


##### **For Full day tours:**

- free cancellation until 7 days prior to departure
- 100% fee if canceled less than 7 days prior to departure

**Important Note:** We are required to pay for certain aspects of tour arrangements in full, up front, on a non-refundable basis, such as accommodation or equipment rental, for example. Upon cancellation, we retain the right to withhold payment for these services in cases where our non-recoverable costs exceed the cancellation charges above.

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

#### **5. CANCELATIONS AND CHANGES BY TARA EXPEDITIONS**



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.

### 5.1 IF WE CHANGE OR CANCEL YOUR HOLIDAY

TARA EXPEDITIONS reserve the right to make minor changes to your holiday at any time, including to the advertised itineraries, accommodation options or tour vehicles. Minor changes can occur due to adverse weather conditions (rain, thunderstorms, strong wind, high water levels) third party clerical errors, weather conditions, misfortune or concerns for client safety. In the event of a minor change, you will be consulted, in advance where possible, but decisions will be made for the good of the group. Minor changes do not entitle you to compensation. Changing of accommodation to same or higher standard is minor change.


If we have to make a major change beyond our control 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)

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 tour, which in our opinion are necessary to protect your safety which is always top priority. 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 change or cancel 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. We will not be held responsible for changes in tour schedules because of weather or other natural calamities.**

**The exact activities and locations on the itinerary may change depending on the time of year, weather conditions, high water level and other factors beyond our control. If an activity is cancelled due to inappropriate weather conditions we will endeavor to replace this with another activity. However, clients should accept that sometimes, for reasons of safety, an activity will need to be cancelled, postponed**



or changed and we may not be able to offer a similar replacement due to location or weather. Anyway, we do our best that always find adequate replacement. Tour guide always makes the final and irrevocable decision. **SAFETY OF ALL IS ALWAYS TOP PRIORITY, WITHOUT COMPROMISE.**

## 5.2 SAFETY

The safety and well-being of our guests is our top priority. Extreme weather events and conditions beyond anyone's control can occur. If it is too dangerous to safely venture down the river or go to mountains, we will assess the situation and potentially modify our itinerary. Our itinerary leaves us with some room to maneuver in the event of an extreme weather event.

In the rarest of cases, we may need to end our trip early and explore other attractions in Montenegro. While this has never happened before, it is worth mentioning and keeping in mind. **We will not take any unnecessary risks to the health and lives of our guests and guides.**

## 6. INSURANCE

The trip price **does not include** travel insurance.

All party members must be covered by insurance before setting out on adventure. This must cover you fully against any cancellation charges, medical care and repatriation should you become too ill to continue with the adventure. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. We do not check insurance policies and cannot be held responsible if your insurance cover is inadequate. You also agree to assume all costs of medical care, evacuation, transportation, and related costs. 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.

Tara Expeditions will not be held liable for any loss, damage, injuries, illness, or death during your tour, self-drive, or any other services provided.

## 7. BEHAVIOR

By booking the Tara Expeditions tour you accept responsibility to behave on proper way ensuring the safety and well-being of all individuals and a group. If the Tara Expeditions 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.

## 8. 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 to official email **agency@tara-expeditions.com** within 24 hours of the end of your tour with us. 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 from your complaints. 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.

If You make a booking on behalf of other participants, You guarantee that You have the authority to accept and do accept these Terms and the Waiver of liability on behalf of the other participants in your party.

## 9. BOOKING ON BEHALF OF OTHERS

By booking on behalf of other participants, You are deemed to be the designated contact person for every participant included on that booking. This means that you are responsible for making all payments due in connection with your Tour booking, notifying the Tour Operator or your travel agent if any changes or cancellations are required and keeping your party informed.

By booking on behalf of another person or persons, You represent and warrant that you have obtained all required consents. You are responsible for verifying that any information You provide on behalf of another participant is complete and accurate and the Tour Operator will under no circumstances be liable for any errors or omissions in the information provided to complete a booking.

## 10. RELEASE OF LIABILITY

The Company is not liable for bodily injury or property damage as a result of (but not limited to): physical exertion for which the Client is not prepared; forces of nature (force majeure); collisions with bicycles, pedestrians, or automobiles; road conditions including but not limited to lack of shoulder and roadway surfaces affected by weather conditions; travel by plane, train, auto, boat, or other conveyance, or by bicycle, ski, horseback, foot, or other forms of active or adventure travel; consumption of alcoholic beverages; civil unrest; terrorism; breakdown of equipment; high altitude; lack of or limited access to medical attention in remote locations or the adequacy of medical attention once provided.

Clients who fail to provide a signed [Waiver of Liability](#) prior to departure will not be permitted to join the trip and a standard cancellation policy will apply.



## 11. LIABILITY INSURANCE

Tara Expeditions concluded a general liability insurance contract for damage caused to the Client by non-fulfillment of obligations or partial or inconsistent fulfillment of obligations.


## 12. ACCEPTANCE OF RISK

You acknowledge that adventures travel and the products and services offered by the Tour Operator may involve some amount of risk to your health and safety. By traveling with the Tour Operator You acknowledge that You have considered any potential risks to health and safety. You hereby assume responsibility for all such risks and release the Tour Operator from all claims and causes of action arising from any losses, damages or injuries or death resulting from risks inherent in travel, including adventure travel specifically, visiting foreign destinations, and participating in adventurous activities such as those included in Tour itineraries or otherwise offered by the Tour Operator.

You acknowledge that the degree and nature of personal risk involved depends on the products or services booked and the location(s) in which a product or service operates, and that there may be a significant degree of personal risk involved in participating, particularly participating in physical activities, travel to remote locations, carriage by watercraft, participation in “extreme sports” or other high-risk activities, or travel to countries with developing infrastructure. Standards of hygiene, accommodation, and transport in certain countries where Tours take place are often lower than the standards you may reasonably expect in your home country or region. You agree that the Tour Operator is not responsible for providing information or guidance with respect to local customs, weather conditions, specific safety concerns, physical challenges or laws in effect in any locations where a Tour, product or service is operated. You acknowledge you have considered the potential risks, dangers and challenges and your own personal capabilities and needs, and You expressly assume the risks associated with travel under such conditions.

You must at all times strictly comply with all applicable laws and regulations of all countries and regions. Should You fail to comply with the above or commit any illegal act when on Tour or, if in the opinion of the Tour Operator (acting reasonably), your behavior is causing or is likely to cause danger, distress or material annoyance to others, the Tour Operator may terminate your travel arrangements on any product or service immediately at your expense and without any liability on the Tour Operator’s part. You will not be entitled to any refund for unused or missed services or costs incurred as a result of the termination of your travel arrangements, including, without limitation, return travel, accommodations, meals, and incidentals.

You are responsible for any costs (including repair, replacement and cleaning fees) incurred by the Tour Operator or the Tour Operator’s suppliers for property damage, destruction or theft caused by You while on a Tour. The Tour Operator does not accept responsibility for the loss or theft, values and valuables and Your other things, nor for



damages on this basis, or for damage resulting from non-compliance with legal regulations, prescribed rules and customs established by the carriers and hoteliers. You agree to immediately report any pre-existing damage to a representative of the Tour Operator and staff of the accommodation, transportation service, or facility as soon as possible upon discovery.

You agree to take all prudent measures in relation to your own safety while on Tour including, but not limited to, the proper use of safety devices (including seatbelts, harnesses, flotation devices, and helmets) and obey all posted signs and oral or written warnings regarding health and safety. Neither the Tour Operator nor its Third Party Suppliers (as defined herein) are liable for loss or damages caused by your failure to comply with safety instructions or warnings.

You agree to bring any complaints to the Tour Operator as soon as possible in order to provide the Tour Operator with the opportunity to properly address such complaint. You agree to inform your tour leader, another representative of the Tour Operator or the Tour Operator's customer service department directly. The Tour Operator assumes no liability for complaints that are not properly brought to the attention of the Tour Operator and cannot resolve or attempt to resolve complaints until proper notice is provided. Any complaint made after the completion of a Tour must be received in writing by the Tour Operator within 30 days of the last day of travel of the booking in question.


### **13. REQUIRED MEDICAL INFORMATION**

You are obligated to confirm that You are in good health, physically capable of undertaking all aspects of the trip, taking into account its challenges and purposes. If You are unable to give this confirmation for any reason or have any medical condition or disability which may affect your trip, You must contact us before You submit your booking form so that we can assist you in considering the suitability of the trip for You. By confirming a booking, You confirm that You are in good health and physically capable of undertaking all aspects of the trip, taking into account its challenges and purposes.

If any personal or medical information given in the booking form is shown to be materially incorrect or incomplete, we reserve the right to cancel your booking or terminate your participation in the trip, depending on when we become aware of the true position. In this situation, cancellation charges as set out in these Terms will apply and we will not be responsible for any costs or expenses incurred as a result.

The Tour Operator reserves the right to deny You permission to travel or participate in any aspect of a Tour at any time and at your own risk and expense where the Tour Operator determines that your physical or mental condition renders You unfit for travel or You represent a danger to yourself or others.

Pregnancy is considered a medical condition and must be disclosed to the Tour Operator at the time of booking. Considering the tours may involve visiting remote or developing regions, where medical care may not be easily accessible, and may involve some



amount of risk to your health and safety the Tour Operator may refuse to carry women who are over 24 weeks pregnant. The Tour Operator may refuse to carry anyone with certain medical conditions if reasonable accommodation or alternatives cannot be arranged.

In the event that You do not provide medical information reasonably required by the Tour Operator for any reason by the deadline indicated above, the Tour Operator reserves the right to cancel your booking and all applicable cancellation fees will apply.

You are responsible for assessing whether a Tour is suitable for you. The Tour Operator does not provide medical advice. It is your responsibility to assess the risks and requirements of each aspect of the Tour based on your own unique circumstances, limitations, fitness level, and medical requirements.


Before commencing the Tour, it is considered that you have read and accepted the Waiver of Liability sent to you, by which you waive and discharge TARA EXPEDITIONS D.O.O. and their website [tara-expeditions.com](http://tara-expeditions.com), their officers, agents, representatives, employees, contractors, affiliates, or tour guides (hereafter called "Staff") from liability from any and all claims, including claims stemming from or related to personal injury, illnesses, accidents, death, property loss, or any other loss or grievance, arising from participation on any tour, activity or event offered, conducted or promoted by the Tour Operator, or while in the presence of company Staff, even if due to negligence of the Tour Operator or Staff.

Travel with the Tour Operator may involve visiting remote or developing regions, where medical care may not be easily accessible and medical facilities may not meet the standards of those found in your home country. The condition of medical facilities in the countries you may visit on your Tour varies and the Tour Operator makes no representations and gives no warranties in relation to the availability or standard of medical facilities in those regions.

The Tour operator assumes no responsibility for any medical care provided to you. You agree to assume all costs of medical care and related transportation that are provided to You during the tour.

#### **14. SPECIAL REQUIREMENTS**

Any special requirements must be disclosed to the Tour Operator at the time of booking. The Tour Operator will use reasonable efforts to accommodate special requirements or requests but this is not always possible given the nature of the destinations visited and availability of options outside a planned itinerary. Certain activities may be inaccessible to You if your mobility is limited in any way. All food allergies and dietary restrictions must be disclosed to the Tour Operator at the time of booking in section additional notes, and before signing the contract but the Tour Operator cannot guarantee that dietary needs or restrictions can be accommodated. Any special requests or requirements do not form



part of these Terms or the contract between You and the Tour Operator is not liable for any failure to accommodate or fulfill such requests.

## **15. AGE REQUIREMENTS**

Anyone under the age of 18 is considered to be a minor. Minors must always be accompanied by an adult. One adult may accompany up to three minors.

All bookings with a minor are subject to review and approval by the Tour Operator. If the consent of a parent, guardian or any other person is required by applicable law for any minor to travel, the accompanying adult is responsible for securing all consents, documentation and ensuring that they and the minor(s) meet all legal requirements to travel, to enter into and depart from applicable countries and regions. The Tour Operator will not be responsible for any fees, damages, or losses incurred as a result of any failure to secure necessary consents, permits, and approvals.

Each adult on a booking with a minor or minor(s) is jointly and severally responsible for the behavior, wellbeing, supervision, and monitoring of such minor(s), and jointly and severally accepts these Terms for and on behalf of any minor(s) on their booking, including all assumptions of risk and limitations of liability prescribed by these Terms and the Waiver of liability. The Tour Operator does not provide care services for minors and expressly disclaims any responsibility for chaperoning or controlling any minor(s).


## **16. INSURANCE REQUIREMENTS PRICES, SURCHARGES AND TAXES**

The Tour Operator may request an increase in the agreed price after the booking is confirmed if there have been changes in the exchange rate or changes in the carrier's tariffs, which affect the price of the trip.

From time-to-time, the Tour Operator may offer reduced pricing on certain products or services. The reduced pricing applies only to new bookings.

The price quoted for any trip covers the cost of the planning, the organization and carrying out of the trip. The tour price includes only services specified in the itinerary. The price does not include services not listed specifically in the itinerary such as: vaccination fees, travel insurance, cost of travel to and from the start/return point of your trip including your international flights (if not paid additional to Tour Operator to provide it), cost of passport and visas, personal equipment and personal expenses while on the trip and any other expenses specifically excluded on the trip description and/or invoice.

We reserve the right to make changes to and correct errors in quoted prices at any time before your trip is confirmed. We will advise You of any error of which we are aware and of the then applicable price at the time of booking.



Bookings, where payment has been received by the Tour Operator, are not entitled to the reduced pricing and it cannot be the basis for any objection – complaint against the Tour Operator.

The Tour Operator may increase the price before the start of the Tour if, after the confirmation of the booking, there has been a change in the exchange rate or changes in the carrier's rates and in the cases provided for by law. Your consent is not required to increase the published price by up to 10%. If the increase of the total agreed price exceeds 10%, You can cancel the tour by written cancellation without obligation of compensation, but no later than 48 hours after the written notice of the increase of the price, in which case You are entitled to a refund of what You paid to the Tour Operator. If You fail to notify the Tour Operator within the specified period, it is considered that You have agreed to the new price.

## **17. VALIDITY**

All dates, itineraries, and prices of Tours are subject to change at any time and the current price will be quoted and confirmed at the time of booking, subject to any surcharges that may be levied in accordance with these Terms.


You acknowledge that you are responsible for keeping up to date on the specific details of your Tour and any other products or services, including, but not limited to checking the Tour Operator's website at least 72 hours prior to departure as minor changes may have been made after the time of booking.

## **18. AIRFARE**

Tour prices do not include international or other airfare unless expressly mentioned in the Tour's descriptions. The Tour Operator will quote the best price available for the travel dates requested at the time the quote is prepared. Quotes provide an estimate only and are not a firm price commitment by the Tour Operator or the applicable air carrier(s). However, per your request, The Tour Operator can find, book and include airplane tickets in your tour. Please note that in that case, The Tour Operator is not responsible for changes in air itineraries or flight times and does not provide advice or alerts regarding air travel tickets, flight status or delays.

## **19. TRAVEL DOCUMENTS**

It is your responsibility to obtain information and to have in your possession all the required documentation and identification required for entry, departure, and travel to each country or region. This includes a valid passport and all travel documents required by the relevant governmental authorities including all visas, permits, and certificates (including but not limited to vaccination or medical certificates) and insurance policies. You must have a passport that is valid 6 months after the last date of travel with the Tour Operator as set out on your itinerary. You accept full responsibility for obtaining all such documents, visas, and permits prior to the start of the Tour, and You are solely responsible for the full amount of costs incurred as a result of missing or defective



documentation. You agree that you are responsible for the full amount of any loss or expense incurred by the Tour Operator that is a direct result of your failure to secure or be in possession of proper travel documentation. The Tour Operator does not provide advice on travel documents and makes no representations or warranties as to the accuracy or completeness of any information provided on visas, vaccinations, climate, clothing, baggage, or special equipment and You agree that the Tour Operator is not responsible for any errors or omissions in this information.

## **20. FLEXIBILITY & UNUSED SERVICES**

You acknowledge that the nature of adventure travel requires flexibility and acknowledge that You will permit reasonable alterations to products, services or itineraries by the Tour Operator. The route, schedules, accommodations, activities, amenities, and mode of transportation are subject to change and cancellations without notice due to unforeseeable circumstances or events outside the control of the Tour Operator (including but not limited to Force Majeure, unfavorable weather conditions, illness, mechanical breakdown, flight cancellations, strikes, political events and entry or border difficulties). No reimbursements, discounts or refunds will be issued for services that are missed or unused after departure due to no fault of the Tour Operator, including your removal from a Tour because of your negligence or breach of these Terms.


## **21. CHANGES**

Changes made by the Tour Operator: The Tour Operator may modify your itinerary where reasonably required in its sole discretion. If the Tour Operator makes a change affecting at least one in three full days of the itinerary or which materially affects the character of a product or service in its entirety (a "Material Change"), the Tour Operator will provide notice to You as soon as reasonably possible, provided that there is sufficient time to do so before departure. If a Material Change is made more than 15 days before departure, You may choose to:

1. accept the Material Change and proceed with the amended service;
2. book another service of equal or greater value, if available (You will be responsible for paying any difference in price); or
3. book another service of lesser value, if available (with a refund payable to You for the difference in price); or
4. cancel the amended service and receive a full refund for the land-only portion of the applicable service (a refund is not available for other services booked which are not subject to a Material Change).

You must notify the Tour Operator of your choice within 7 days of receiving notice or You will be deemed to accept the amended itinerary.

The Tour Operator reserves the right to alter and cancel itineraries and/or timetables should it be necessary, due to adverse weather and or other related conditions. The Tour Operator is not responsible for expenses and/or other related costs due to factors outside



of its control, such as flight delays, changes and or cancellations, injuries, weather, war, natural disasters etc. and/or other unforeseeable matters.

Once a Tour has departed, itinerary changes may be necessary as a result of unforeseen circumstances, operational concerns, or concerns for your health, safety, enjoyment or comfort. Any changes are at the discretion of the Tour Operator. You acknowledge that You must have reasonable financial resources to cover incidental expenses during all travel with the Tour Operator, whether or not such expenses arise from a change of itinerary, and the Tour Operator is not liable for your failure to prepare adequately for travel and unforeseen circumstances which may arise during travel. The Tour Operator will not be liable for any indirect and or consequential losses associated with any changes to a booking or itinerary.

Changes made by You: You are responsible for ensuring that information provided to the Tour Operator is accurate and up-to-date. Any changes to your name on any booking are subject to the Tour Operator's approval. Any changes to a booking depend on availability and are subject to the Tour Operator's approval and these Terms. Any extra costs incurred for making the change will be charged to You along with an administrative fee. Cancellation of any Tour or service included in a booking will not be considered a change for purposes of this section and will be governed by the applicable cancellation terms. No changes are permitted to any booking within 7 days before start of the Tour.

## **22. THE TOUR OPERATOR IS NOT LIABLE FOR THIRD PARTY SUPPLIERS**


The Tour Operator makes arrangements with accommodation providers, activity providers, airlines, cruise lines, coach companies, transfer operators, shore excursion operators, tour and local guides, and other independent parties ("Third Party Suppliers") to provide You with some or all of the components of your booking. Third Party Suppliers may also engage the services of local operators and sub-contractors. Although the Tour Operator takes all reasonable care in selecting Third Party Suppliers, the Tour Operator is unable to control Third Party Suppliers, does not supervise Third Party Suppliers and therefore cannot be responsible for their acts or omissions.

The Tour Operator is not liable and will not assume responsibility for any claims, losses, damages, costs or expenses arising out of inconvenience, loss of enjoyment, upset, disappointment, distress or frustration, whether physical or mental, resulting from the act or omission of any party other than the Tour Operator and its employees.

The Tour Operator is not liable for the acts or omissions, whether negligent or otherwise, of Third Party Suppliers or any independent contractors.

## **23. OPTIONAL EXTRAS**

"Optional Extras" refers to any activity, transportation, meal, product or service not expressly included in the Tour itinerary or price of the Tour and which does not form part of the Tour. You agree that any assistance was given by the Tour Operator's



representative(s) in arranging, selecting, or booking, any Optional Extras is purely at your request and the Tour Operator makes no warranties and expressly disclaims any liability whatsoever arising from participation in Optional Extras or any information provided by any representative of the Tour Operator regarding any Optional Extras. You release the Tour Operator from all claims and causes of action arising from any damages, loss of enjoyment, inconvenience, or injuries related to or arising from participation in or booking of Optional Extras.

Optional Extras are selected and paid on the spot during the Tour, to the Tour Operator or group guide. In case of unused services in the hotel, due to using an Optional Extras, You are not entitled to a refund in that part.

You acknowledge and agree that any liability for loss, damages, death, personal injury, illness, emotional distress, mental suffering or psychological injury or loss of or damage to property associated with Optional Extras is the sole responsibility of the third party providing that service or activity.

#### **24. LAW AND FINANCIAL SECURITY**

Tour Operator and You agree that Montenegrin law (and no other) will apply to any dispute, claim or other matter of any description which arises between us ("claim") except as set out below. We both also agree that any claim (and whether or not involving any personal injury) which arises between us must be dealt with by the courts of Montenegro.

##### **Our website:**


The information contained in tara-expeditions.com website and in Tour Operator's other advertising material is believed correct to the best of our knowledge at the time of publication. However, errors may occasionally occur and information may subsequently change. You must, therefore, ensure you check all details of your chosen trip (including the price) with us at the time of booking.

##### **Quality and service:**

Tara Expeditions is officially licensed by Montenegrin Ministry of Tourism for providing and organizing Tours in Montenegro

#### **25. FORCE MAJEURE**

The Tour Operator will not be liable in any way for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for the Tour Operator failure to commence, perform or complete any duty owed to You if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or warlike operations, pandemics, COVID19, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labor difficulties, interference by authorities, political disturbance, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather or



any other cause whatsoever beyond the reasonable control of the Tour Operator; or an event which the Tour Operator or the Third Party Supplier of services, even with all due care, could not foresee any and all of which, individually and collectively, constitute “Force Majeure”.

## **26. IMAGES AND MARKETING**

You agree that, while participating in any Tour, images, photos or videos may be taken by other participants, the Tour Operator or its representatives that may contain or feature You. You consent to any such pictures or videos being taken and grants a perpetual, royalty-free, worldwide, irrevocable license to the Tour Operator, its contractors, sub-contractors and assigns, to reproduce for any purpose whatsoever (including marketing, social networks, promotions and the creation of promotional materials by or with sub-licensees), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation or compensation payable to You.

## **28. PRIVACY POLICY**

The Tour Operator must collect your personal information to deliver the Tour and any products or services booked. The Tour Operator collects, uses and discloses only that information reasonably required to enable the Tour Operator and its Third Party Suppliers to provide the particular Tour and is expressly incorporated into these Terms. By submitting any personal information to the Tour Operator, you indicate your acceptance of the Tour Operator’s Privacy Policy.

## **29. AMENDMENTS**

The Tour Operator reserves the right to update or alter these Terms at any time and will post the amended Terms on the Tour Operator’s website at:

<https://tara-expeditions.com>

Any amendment will take effect 1 day after being posted to the Tour Operator’s website. An up to date copy of these Terms, as amended, may be accessed at any time on the Tour Operator’s website and will be sent to you upon written request to the Tour Operator. You are deemed to have accepted any amendments to these Terms on the date that is 1 day after their posting on the Tour Operator’s website. The Tour Operator recommends that you refer to the Terms prior to travel to familiarize themselves with the most up-to-date version available.