

PUBLIC OFFER

Monteniko Booking and Service Terms and Conditions

(TERMS & CONDITIONS – LEGALLY BINDING)

This Public Offer is a legally binding offer by **Monteniko** (hereinafter referred to as the "Company") to an indefinite number of persons to enter into a contract for the provision of services under the terms and conditions set out below.

By making a reservation, payment, or using the aggregator website, the user confirms full, unconditional, and final acceptance of this offer.

1. LEGAL STATUS OF THE PARTIES

- 1.1. Monteniko is the sole provider of travel/organizational services.
 - 1.2. The website schwarzberg-touristik.com (hereinafter referred to as the "Platform") acts solely as a technical intermediary for posting information and transmitting requests.
 - 1.3. The Platform is not a party to the service agreement and is not responsible for its performance.
 - 1.4. All obligations to provide services arise solely with the Company upon confirmation of the booking.
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2. ACCEPTANCE OF THE OFFER AND CONCLUSION OF THE AGREEMENT

- 2.1. The contract is considered concluded only after the Company has provided written confirmation of the reservation.
 - 2.2. Prior to confirmation, the Company reserves the right to refuse the reservation without explanation and without incurring any liability.
 - 2.3. Payment does not guarantee the conclusion of the contract prior to confirmation by the Company.
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3. CHANGES TO TERMS BEFORE TRAVEL

- 3.1. The Company has the right to unilaterally change:

- route,
- schedule,
- transport logistics,
- procedure for the provision of services,

provided that the general nature of the service is maintained.

3.2. Such changes are not considered material and do not give the right to withdraw from the contract or return funds, unless otherwise provided by mandatory legislation.

4. PRICE AND PAYMENTS

4.1. The price of the service is determined by the Company and is subject to change until the booking is confirmed.

4.2. Once the booking is confirmed, the price is fixed, except in cases of force majeure or changes in mandatory government fees.

4.3. All payments are considered final and non-refundable, except as expressly provided for in this offer.

4.4. Bank, payment system, and intermediary fees are borne by the client.

5. PRICE CHANGE (INCREASE / DECREASE)

5.1. The Company reserves the right to adjust prices at any time prior to booking confirmation.

5.2. After confirmation, price increases are not permitted, except in the following cases:

- tax changes,
- state fees,
- force majeure.

5.3. Discounts are not retroactive and do not apply to previously confirmed bookings.

6. CANCELLATION OF BOOKING BY THE CLIENT

6.1. The Client has the right to cancel services before the start of the trip.

6.2. In case of cancellation, the following deductions apply:

- 45+ days – up to 30% of the cost;
- 30–16 days – up to 70%;
- less than 15 days - up to 100%.

6.3. These deductions constitute compensation for actual and pre-liquidated losses incurred by the Company and are not subject to dispute, except under mandatory legal provisions.

6.4. A client's failure to appear is considered a cancellation less than 15 days prior to the start of the trip.

7. CANCELLATION AND CHANGES TO TERMS AND CONDITIONS BY THE COMPANY

7.1. The Company reserves the right to cancel, change or reschedule a trip at any time for objective or organizational reasons, including, but not limited to:

- insufficient demand,
- weather conditions,
- operational restrictions,
- security risks,
- actions of third parties.

7.2. In the event of cancellation, the Company's liability is limited to the refund of any funds actually received from the client for services not rendered.

7.3. The Company is not liable for any consequential damages, including transportation, accommodation, lost opportunities, or other client expenses.

8. MINIMUM NUMBER OF PARTICIPANTS

8.1. The Company reserves the right to cancel a trip if there are insufficient participants without incurring any additional liability.

8.2. The Company's sole obligation is to refund the amount paid, minus any non-refundable expenses (if any).

9. REBOOKING

9.1. Rescheduling is not a client right and is carried out solely at the Company's discretion.

9.2. Rescheduling may be subject to additional charges, price adjustments, or unexplained cancellation.

10. UNUSED SERVICES

10.1. Any unused services are not subject to return or compensation.

10.2. The Client bears the risk of non-use of services for any reason beyond the Company's control.

11. CUSTOMER CONDUCT AND REFUSAL OF SERVICE

11.1. The Company reserves the right to refuse service or terminate the provision of services at any time without a refund in the event of:

- violations of the rules,
- security threats,
- inappropriate behavior,
- violations of staff instructions.

11.2. The Company's decision is final and not subject to revision.

12. LIMITATION OF LIABILITY

12.1. The Company shall not be liable for:

- actions of third parties (carriers, hotels, guides),
- delays, cancellations or changes caused by external factors,
- damage that did not arise through the direct fault of the Company,
- lost profits, moral damages and indirect losses.

12.2. The Company's aggregate liability is limited to the amount actually paid by the client for a specific service.

13. FORCE MAJEURE

13.1. The Company shall be released from liability in the event of force majeure circumstances, including:

- natural disasters,
- wars, conflicts,
- actions of government agencies,
- epidemics,
- failures of transport infrastructure.

13.2. In such cases, a refund is not guaranteed and is carried out at the discretion of the Company.

14. DISPUTES AND APPLICABLE LAW

14.1. All disputes shall be resolved through negotiations.

14.2. If agreement is not reached, the dispute shall be referred to the court at the Company's place of registration.

14.3. The applicable law shall be determined solely by the Company, unless otherwise provided by mandatory rules.

15. FINAL PROVISIONS

15.1. The Company reserves the right to unilaterally amend this offer without prior notice.

15.2. The current version is published on the website and comes into effect upon publication.

15.3. Continued use of the services constitutes acceptance of the amended version of the offer.

16. ACCEPTANCE OF TERMS

16.1. Any action by the client, whether booking or paying, constitutes full and unconditional acceptance of the offer.

16.2. The client confirms that they are acting voluntarily, understand the terms and conditions, and accept all risks associated with the service.

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[All information is current as of April 2025.](#)