



OLEA MONTE'S ACCOMMODATION AND AGENCY CONDITIONS

DEAR GUESTS,

OLEA MONTE D.O.O. (REFERRED AS OLEA) IS ACTIVE IN THE BROKERAGE OF HOLIDAY ACCOMMODATION OFFERS FROM ACCOMMODATION PROVIDERS AND PRIVATE LANDLORDS (REFERRED AS "HOSTS") IN MONTENEGRO.

THE FOLLOWING TERMS AND CONDITIONS WILL FORM PART OF THE ACCOMMODATION CONTRACT CONCLUDED BETWEEN THE GUEST AND THE HOST UPON BOOKING AND IN ADDITION TO THE STATUTORY PROVISIONS, REGULATE THE CONTRACTUAL RELATIONSHIP BETWEEN THE GUEST AND THE HOST AND ANY BROKERAGE ACTIVITIES OF OLEA MONTE.

POSITION OF OLEA, SCOPE OF APPLICATION OF THESE GUEST ACCOMMODATION TERMS AND CONDITIONS

OLEA ACTS AS AN AGENT AND, IF REQUESTED AND ON BEHALF OF THE ACCOMMODATION PROVIDER/PRIVATE LANDLORD, ASSUMES THE ROLE OF VACATION PROPERTY MANAGER AND ON-SITE GUEST SUPPORT. OLEA IS NOT LIABLE FOR THE HOST'S INFORMATION REGARDING PRICES AND SERVICES, OR FOR SERVICES OR SERVICE DISRUPTIONS WITH REGARD TO THE SERVICES TO BE PROVIDED BY THE HOST. ANY LIABILITY OF OLEA ARISING FROM THE BROKERAGE AGREEMENT REMAINS UNAFFECTED.

THESE GUEST ACCOMMODATION AND BROKERAGE TERMS AND CONDITIONS APPLY, TO THE EXTENT LEGALLY VALID, EXCLUSIVELY TO BOOKINGS MADE THROUGH OLEA MONTE AND THE BOOKING CHANNELS OFFERED BY IT (TELEPHONE, EMAIL, INTERNET). THE HOST RESERVES THE RIGHT TO AGREE ON DIFFERENT GUEST ACCOMMODATION TERMS AND CONDITIONS OR OTHER DEVIATING OR SUPPLEMENTARY AGREEMENTS WITH THE GUEST IN INDIVIDUAL CASES.

CONCLUSION OF CONTRACT

THE FOLLOWING APPLIES TO ALL BOOKING TYPES: THE BASIS OF THE HOST'S OFFER AND THE GUEST'S BOOKING IS THE DESCRIPTION OF THE ACCOMMODATION AND THE ADDITIONAL INFORMATION IN THE BOOKING BASIS, PROVIDED THAT THIS IS AVAILABLE TO THE GUEST AT THE TIME OF BOOKING. IN ACCORDANCE WITH LEGAL REGULATIONS, THERE IS NO RIGHT OF WITHDRAWAL FOR GUEST ACCOMMODATION CONTRACTS. THE FOLLOWING APPLIES TO BOOKINGS MADE VERBALLY, BY TELEPHONE, IN WRITING, OR BY EMAIL: BY MAKING A BOOKING, THE GUEST MAKES A BINDING OFFER TO THE HOST TO CONCLUDE THE GUEST ACCOMMODATION CONTRACT. THE CONTRACT IS CONCLUDED UPON RECEIPT OF THE HOST'S DECLARATION OF ACCEPTANCE (BOOKING CONFIRMATION) BY THE GUEST. IF THE HOST SUBMITS A SPECIAL OFFER TO THE GUEST AT THEIR REQUEST, THIS CONSTITUTES, NOTWITHSTANDING THE ABOVE PROVISIONS, A BINDING CONTRACTUAL OFFER FROM THE HOST TO THE GUEST, UNLESS THIS IS NON-BINDING INFORMATION ABOUT AVAILABLE ACCOMMODATIONS AND PRICES. IN THESE CASES, THE CONTRACT IS CONCLUDED WITHOUT THE NEED FOR A CORRESPONDING CONFIRMATION FROM THE HOST IF THE GUEST ACCEPTS THIS OFFER WITHIN A PERIOD SPECIFIED IN THE OFFER, WITHOUT RESTRICTIONS, CHANGES, OR EXTENSIONS, BY MEANS OF AN EXPRESS DECLARATION, A DOWN PAYMENT, A FINAL PAYMENT, OR USE OF THE ACCOMMODATION. FOR BOOKINGS MADE ONLINE, THE TERMS AND CONDITIONS OF THE RESPECTIVE BOOKING PORTAL APPLY TO THE CONCLUSION OF THE CONTRACT: BY CLICKING THE "BOOK WITH PAYMENT" BUTTON, THE GUEST MAKES A BINDING OFFER TO THE HOST TO CONCLUDE THE ACCOMMODATION CONTRACT. THE TRANSMISSION OF THE CONTRACTUAL OFFER BY CLICKING THE "BOOK WITH PAYMENT" BUTTON DOES NOT CONSTITUTE A CLAIM BY THE GUEST TO THE CONCLUSION OF AN ACCOMMODATION CONTRACT IN ACCORDANCE WITH THEIR BOOKING DETAILS. THE CONTRACT IS CONCLUDED UPON RECEIPT OF THE BOOKING CONFIRMATION BY THE GUEST. IF THE BOOKING CONFIRMATION IS ISSUED IMMEDIATELY AFTER THE GUEST HAS COMPLETED THEIR BOOKING BY CLICKING THE "BOOK WITH PAYMENT" BUTTON AND THE BOOKING CONFIRMATION IS DISPLAYED ON THE SCREEN (REAL-TIME BOOKING), THE ACCOMMODATION CONTRACT IS CONCLUDED UPON RECEIPT AND DISPLAY OF THIS BOOKING CONFIRMATION BY THE GUEST.

PRICES AND SERVICES

THE PRICES STATED IN THE BOOKING BASIS (HOST'S OFFER, INTERNET) ARE FINAL PRICES AND INCLUDE STATUTORY TAXES AND ALL ADDITIONAL COSTS, UNLESS OTHERWISE STATED. FINAL CLEANING, RESORT TAX, AND FEES FOR CONSUMPTION-BASED SERVICES (E.G., ELECTRICITY, GAS, WATER, FIREWOOD) AND FOR OPTIONAL AND ADDITIONAL SERVICES (E.G., LAUNDRY PACKAGE, BREAKFAST SERVICE, TRANSFER, RENTAL CAR, ETC.) THAT ARE ONLY BOOKED OR USED ON-SITE MAY BE CHARGED SEPARATELY AND SHOWN. THE SERVICES OWED BY THE HOST ARE DETERMINED EXCLUSIVELY BY THE CONTENT OF THE BOOKING CONFIRMATION, THE INFORMATION ABOUT THE ACCOMMODATION AND THE HOST'S SERVICES IN THE BOOKING BASIS, AND ANY ADDITIONAL AGREEMENTS EXPRESSLY MADE WITH YOU.

PAYMENT TERMS

THE DUE DATES FOR THE DEPOSIT AND FINAL PAYMENT ARE BASED ON THE AGREEMENT MADE BETWEEN THE GUEST AND THE HOST AND NOTED IN THE BOOKING CONFIRMATION. IF NO SPECIFIC AGREEMENT HAS BEEN MADE, THE ENTIRE ACCOMMODATION PRICE, INCLUDING FEES FOR INCIDENTAL COSTS AND ADDITIONAL SERVICES, IS DUE AND PAYABLE TO THE HOST AT THE BEGINNING OF THE HOLIDAY STAY. PAYMENTS IN FOREIGN CURRENCIES OR BY CREDIT CARD ARE NOT ACCEPTED. PAYMENTS ON ARRIVAL ARE ONLY POSSIBLE IN CASH OR VIA PAYPAL. IF THE GUEST FAILS TO MAKE AN AGREED PAYMENT OR DOES NOT MAKE IT IN FULL WITHIN THE SPECIFIED PERIOD DESPITE A REMINDER FROM THE HOST SETTING A REASONABLE DEADLINE, THE HOST IS ENTITLED, PROVIDED THAT THE HOST IS WILLING AND ABLE TO PROVIDE THE CONTRACTUAL SERVICES AND PROVIDED THAT THE GUEST HAS NO STATUTORY OR CONTRACTUAL RIGHT OF SET-OFF OR RETENTION, TO WITHDRAW FROM THE CONTRACT WITH THE GUEST AND DEMAND CANCELLATION COSTS FROM THE GUEST IN ACCORDANCE WITH THESE TERMS AND CONDITIONS IF THE GUEST IS RESPONSIBLE FOR THE DEFAULT IN PAYMENT.

ARRIVAL AND DEPARTURE

THE GUEST MUST ARRIVE AT THE AGREED TIME, UNLESS OTHERWISE AGREED, BY 8:00 PM AT THE LATEST. FOR LATER ARRIVALS: THE GUEST IS OBLIGATED TO NOTIFY THE HOST BY 6:00 PM AT THE LATEST, OR AT THE AGREED ARRIVAL TIME, IF THEY WILL BE ARRIVING LATE OR, FOR STAYS OF SEVERAL DAYS, IF THEY DO NOT WISH TO OCCUPY THE BOOKED ACCOMMODATION UNTIL A SUBSEQUENT DAY.

IF NOTIFICATION IS NOT PROVIDED WITHIN THE AGREED TIMEFRAME, THE HOST IS ENTITLED TO RE-BOOK THE ACCOMMODATION. FOR THE PERIOD OF NON-OCCUPANCY, THE PROVISIONS REGARDING CANCELLATION OR NON-ARRIVAL OF THE GUEST IN THESE TERMS AND CONDITIONS OF ACCOMMODATION APPLY ACCORDINGLY.

FOR OCCUPANCY PERIODS DURING WHICH THE GUEST DOES NOT USE THE ACCOMMODATION DUE TO LATE ARRIVAL, THE PROVISIONS REGARDING CANCELLATION OR NON-ARRIVAL OF THE GUEST IN THESE TERMS AND CONDITIONS OF ACCOMMODATION APPLY ACCORDINGLY. THE GUEST IS NOT OBLIGATED TO MAKE ANY PAYMENTS TO THE HOST FOR SUCH OCCUPANCY PERIODS IF THE HOST IS CONTRACTUALLY OR LEGALLY LIABLE FOR THE REASONS FOR THE LATE ARRIVAL OR NON-OCCUPANCY. THE GUEST'S ACCOMMODATION MUST BE VACATED AT THE AGREED TIME, UNLESS OTHERWISE AGREED, BY 11:00 A.M. ON THE DAY OF DEPARTURE AT THE LATEST. IF THE ACCOMMODATION IS NOT VACATED ON TIME, THE HOST MAY DEMAND AN APPROPRIATE ADDITIONAL FEE. THE HOST RESERVES THE RIGHT TO ASSERT CLAIMS FOR FURTHER DAMAGES. A RIGHT TO USE THE FACILITIES OF THE HOST'S ACCOMMODATION AFTER 11:00 A.M. ON THE DAY OF DEPARTURE ONLY EXISTS IF THE HOST HAS PROVIDED GENERAL NOTICE TO THIS EFFECT OR IF AN AGREEMENT HAS BEEN MADE WITH THE HOST IN A SPECIFIC CASE.

CANCELLATION AND NO-ARRIVAL

IN THE EVENT OF CANCELLATION OR NO-ARRIVAL BY THE GUEST, THE HOST REMAINS ENTITLED TO PAYMENT OF THE AGREED PRICE OF THE STAY AND ALL FEES FOR ADDITIONAL SERVICES.

THE FOLLOWING CANCELLATION CONDITIONS APPLY:

UP TO 45 DAYS BEFORE ARRIVAL: 10% OF THE OVERNIGHT PRICE, BUT AT LEAST A €50 PROCESSING FEE.

44 - 30 DAYS BEFORE ARRIVAL: 25% OF THE OVERNIGHT PRICE.

29 - 8 DAYS BEFORE ARRIVAL: 75% OF THE OVERNIGHT PRICE.

NO-SHOW - 0 DAYS BEFORE THE START OF THE RENTAL PERIOD: 100% OF THE RENTAL PRICE.

IF THE RENTAL PROPERTY CAN BE RE-RENTED, THE GUEST WILL BE CHARGED A PROCESSING FEE OF 10% OF THE RENTAL PRICE, BUT AT LEAST A €50 PROCESSING FEE.



THIS DOES NOT APPLY IF THE HOST HAS GRANTED THE GUEST A FREE RIGHT OF CANCELLATION IN THE INDIVIDUAL CASE ACCORDING TO THE BOOKING CONFIRMATION AND THE HOST RECEIVES THE GUEST'S CANCELLATION NOTICE WITHIN THE DEADLINE. THE HOST MUST, WITHIN THE SCOPE OF THEIR NORMAL BUSINESS OPERATIONS, MAKE EVERY EFFORT TO FIND ALTERNATIVE USES FOR THE ACCOMMODATION, WITHOUT OBLIGATION TO MAKE ANY SPECIAL EFFORTS, AND TAKING INTO ACCOUNT THE SPECIAL NATURE OF THE BOOKED ACCOMMODATION (E.G., NON-SMOKING ROOMS, FAMILY ROOMS). UPON REOCCUPANCY, THE HOST MUST OFFSET THIS SAVINGS AGAINST THE GUEST'S CANCELLATION COSTS. GUESTS ARE STRONGLY ADVISED TO TAKE OUT TRAVEL CANCELLATION INSURANCE.

FOR ALL BOOKINGS, THE CANCELLATION NOTICE MUST BE ADDRESSED DIRECTLY TO THE HOST AND, IN THE GUEST'S INTEREST, SHOULD BE WRITTEN. UNLESS OTHERWISE AGREED, THE ACCOMMODATION MAY ONLY BE USED BY THE GUEST FOR WHOM IT WAS BOOKED. OCCUPANCY BY OTHER GUESTS, IN PARTICULAR SUBLETTING, AND IN THE CASE OF COMMERCIAL CLIENTS, IN PARTICULAR THE TRANSFER OF ACCOMMODATION QUOTAS, IS NOT PERMITTED. THE GUEST IS OBLIGATED TO USE THE ACCOMMODATION AND ITS FACILITIES, AS WELL AS ALL FACILITIES OF THE HOST ITSELF, IF AVAILABLE (E.G., SWIMMING POOL AND SAUNA), ONLY AS INTENDED, IN ACCORDANCE WITH THE TERMS OF USE, AND WITH CARE.

RIGHTS AND OBLIGATIONS OF THE GUEST

THE GUEST IS OBLIGATED TO COMPLY WITH ANY HOUSE RULES OR REGULATIONS THAT HAVE BEEN COMMUNICATED TO THEM OR FOR WHICH THEY HAD A REASONABLE OPPORTUNITY TO BECOME AWARE BASED ON CORRESPONDING NOTICES, AND TO TREAT THE ACCOMMODATION AND ITS FURNISHINGS, AND ANY OTHER FACILITIES OF THE HOST, WITH CARE. DAMAGE TO THE ACCOMMODATION, FURNISHINGS, OR EQUIPMENT MUST BE REPORTED TO THE HOST IMMEDIATELY BY THE GUEST. THE GUEST IS LIABLE FOR DAMAGE CAUSED NEGLIGENTLY OR INTENTIONALLY AND MUST PAY FOR REPAIRS OR REPLACEMENT OF THE DAMAGED ITEM ACCORDINGLY. THE GUEST IS OBLIGATED TO IMMEDIATELY NOTIFY THE HOST OF ANY DEFECTS OR DISRUPTIONS AND TO DEMAND REMEDIATION. IF THE GUEST NEGLIGENTLY FAILS TO NOTIFY THE HOST OF THE DEFECTS, THE GUEST'S CLAIMS AGAINST THE HOST MAY BE WAIVED IN WHOLE OR IN PART.

THE GUEST MAY TERMINATE THE CONTRACT ONLY IN THE EVENT OF SIGNIFICANT DEFECTS OR DISRUPTIONS. THE GUEST MUST FIRST SET A REASONABLE DEADLINE FOR THE HOST TO REMEDY THE DEFECT WHEN NOTIFYING THE HOST OF THE DEFECT, UNLESS THE REMEDY IS IMPOSSIBLE, IS REFUSED BY THE HOST, OR IMMEDIATE TERMINATION IS OBJECTIVELY JUSTIFIED BY A SPECIAL INTEREST OF THE GUEST THAT IS RECOGNIZABLE TO THE HOST, OR IF THE CONTINUATION OF THE STAY IS OBJECTIVELY UNREASONABLE FOR THE GUEST FOR SUCH REASONS.

THE HOST MAY TERMINATE THE ACCOMMODATION CONTRACT WITHOUT NOTICE IF THE GUEST, DESPITE A WARNING FROM THE HOST, PERSISTENTLY DISRUPTS THE HOST'S OPERATIONS OR THE EXECUTION OF THE STAY, OR IF THE GUEST BEHAVES IN SUCH A WAY THAT BREACHES THE CONTRACT THAT IMMEDIATE TERMINATION OF THE CONTRACT IS JUSTIFIED. IF THE HOST TERMINATES THE CONTRACT, THE PROVISIONS OF THE SECTION "WITHDRAWAL AND NON-ARRIVAL" APPLY TO THE HOST'S CLAIM FOR PAYMENT.

BRINGING AND KEEPING PETS IN THE ACCOMMODATION IS ONLY PERMITTED IF THERE IS AN EXPLICIT AGREEMENT TO THIS EFFECT, PROVIDED THE HOST PROVIDES FOR THIS OPTION IN THE ADVERTISEMENT. WITHIN THE SCOPE OF SUCH AGREEMENTS, THE GUEST IS OBLIGATED TO PROVIDE TRUTHFUL INFORMATION ABOUT THE TYPE AND SIZE OF THE PET. VIOLATIONS OF THIS MAY ENTITLE THE HOST TO TERMINATE THE ACCOMMODATION CONTRACT WITHOUT NOTICE.

AS A FOREIGN VISITOR IN MONTENEGRO, THE GUEST IS OBLIGATED TO REGISTER AT THE TOURIST INFORMATION OFFICE WITHIN 24 HOURS AND TO PAY THE MANDATORY TOURIST TAX.

LIMITATION OF LIABILITY

THE HOST'S LIABILITY UNDER THE ACCOMMODATION CONTRACT ACCORDING TO SECTION 536A OF THE GERMAN CIVIL CODE (BGB) FOR DAMAGES THAT DO NOT RESULT FROM INJURY TO LIFE, BODY, OR HEALTH IS EXCLUDED, UNLESS THEY ARE BASED ON AN INTENTIONAL OR GROSSLY NEGLIGENT BREACH OF DUTY BY THE HOST OR A LEGAL REPRESENTATIVE OR VICARIOUS AGENT OF THE HOST.

THE HOST IS NOT LIABLE FOR SERVICE DISRUPTIONS IN CONNECTION WITH SERVICES THAT ARE CLEARLY ONLY ARRANGED FOR THE GUEST DURING THE STAY AS THIRD-PARTY SERVICES (E.G., EXCURSIONS, ADMISSION TICKETS, TICKETS FOR TRANSPORTATION SERVICES, SPORTING EVENTS, THEATER VISITS, EXHIBITIONS, ETC.). THE SAME APPLIES TO THIRD-PARTY SERVICES THAT ARE ALREADY ARRANGED TOGETHER WITH THE ACCOMMODATION BOOKING, PROVIDED THAT THEY ARE EXPRESSLY IDENTIFIED AS THIRD-PARTY SERVICES IN THE ADVERTISEMENT OR BOOKING CONFIRMATION.

THE HOST IS LIABLE WITHOUT LIMITATION IF THE DAMAGE RESULTS FROM THE BREACH OF A MATERIAL OBLIGATION, THE FULFILLMENT OF WHICH IS ESSENTIAL FOR THE PROPER EXECUTION OF THE CONTRACT OR THE BREACH OF WHICH JEOPARDIZES THE ACHIEVEMENT OF THE CONTRACT'S PURPOSE, OR IF THE DAMAGE RESULTS FROM INJURY TO LIFE, LIMB, OR HEALTH.

FURTHERMORE, THE HOST'S LIABILITY IS LIMITED TO DAMAGES CAUSED INTENTIONALLY OR THROUGH GROSS NEGLIGENCE BY THE HOST OR HIS OR HER VICARIOUS AGENTS.

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LAW & JURISDICTION

THE CONTRACTUAL RELATIONSHIP BETWEEN THE GUEST OR CLIENT AND THE HOST OR OLEA IS GOVERNED EXCLUSIVELY BY MONTENEGRIN LAW. THE PLACE OF JURISDICTION FOR ANY LEGAL ACTION IS THE REGISTERED OFFICE OF THE HOST.