

# MAMULA

## TERMS & CONDITIONS

### SCOPE

- a) These terms and conditions apply to the temporary and remunerated provision of hotel rooms for accommodation, as well as to all services and deliveries provided in connection with this, including any advance services provided to the accommodation Guest.
- b) Any terms and conditions supplied by the Guest shall not apply unless otherwise agreed previously in writing. This also applies to the reversal of the requirement for the written form.

### CONTRACTUAL PARTNERS

The contractual partner is Mamula Island / Mamula Hotel Operating Company D.O.O. ("we", "our" or "the Company"). For the purpose of clarification, the term Hotel includes Mamula Hotel Operating Company D.O.O. and all its affiliated companies, (hereinafter "Hotel"), and the buyer, which includes the Guest or third parties such as customers, agencies, wholesalers, tour operators, travel agencies, etc. (hereinafter "Guest").

### FORMATION OF THE CONTRACTUAL RELATIONSHIP

The contractual relationship is formed when the confirmation is sent to the Guest. Changes or cancellations may only be made within the scope of these Terms & Conditions.

If a third party has acted on the Guest's behalf, the Guest shall be jointly and severally liable to the Hotel, together with the third party, for all obligations that arise from or in connection with their stay at the Hotel.

### BOOKING TERMS

#### PASSPORT & VISA REQUIREMENTS

Full legal names of all Guests and children's ages must be provided at time of booking. A valid passport (with minimum six months validity) and proof of citizenship is required to travel to and from Montenegro.

Traveling to Montenegro, other than from current exempted countries, requires a visa. Please contact the Embassy of Montenegro for more details. Failure to provide the air carrier or government officials with necessary documents and valid passport will lead to denial of flight boarding. The following link of Montenegrin Ministry of Foreign Affairs contains visa related information: [Ministry of Foreign Affairs](#)  
The Hotel is not liable for Guests' immigration status.

#### RATES AND MUNICIPAL CITY TAX

All room rates and fees are quoted in Euro (EUR) and include 7% VAT. All rates include complimentary continental breakfast as well as roundtrip boat transfers to designated Boka Bay arrival pick-up and departure drop-off points.

Room Rates are subject to 10% Service Charge. Municipal City Tax of EUR 1 per Guest per night for Guests aged 18 years and older, EUR 0.50 per Guest per night for Guests aged 12 years to 18 years. Municipal City Tax does not apply for children under the age of 12 years. Municipal City Taxes will be charged upon Guest check-out. Rates, inclusions, and room occupancies are as stated in the Guest's confirmation.

## GUESTS AND CHILDREN SURCHARGES

Subject to the maximum occupancy applicable by individual room types, the following applies for additional Guests:

- Infants and children under the age of 12 years – complimentary, including breakfast, and a cot if required. Breakfast is included.
- Guests 12 years and over – per Guest per night on the sofa bed applies (subject to the maximum occupancy per room type), fee includes daily breakfast.

## SERVICE CHARGE, FESS AND TAX CHANGES

Service charges, fees and taxes are subject to change at any time without prior notice and the Hotel reserves the right to introduce these in accordance with the law. The prevailing tax rates at the time of stay will be charged, along with the introduction of any new fees or taxes.

## RATE CHANGE

Rates may be changed at any time without prior notice. However, for confirmed bookings, there will be no rate changes.

## PETS

Cats and dogs up to 18kg are allowed at a rate of EUR 150 per stay (flat fee paid once). This includes feeding dishes, bed, and one food portion upon arrival only.

## PAYMENTS & GUARANTEE POLICY

A valid credit card guarantee is required at time of booking and a reservation will be deemed confirmed only after processing of all deposits and payments according to the below terms. The Hotel reserves the right to release bookings without prior notice if full payment is not received on time.

Confirmation is also subject to receiving all Guest names, particularly for multiple room bookings.

In addition, other Deposit and Payment terms apply. For all bookings, full pre-payment of accommodation charges is required prior to Guest arrival:

- For bookings made more than 10 days before Guest arrival, full pre-payment is required within 72 hours after the booking was made.
- For bookings made within 10 days of Guest arrival, full pre-payment is required within 24 hours after the booking was made.
- For bookings having the same reservation and Guest arrival date, full pre-payment is required before Guests check-in.
- Any reservation will be deemed confirmed only after processing of all deposits and payments.
- No refunds shall be issued for pre-paid reservations cancelled within 10 days before Guest arrival.

## PAYMENT METHODS

Payments are accepted by credit cards, debit cards, or bank transfer. An online payment link is available for secure credit and debit card payments. Payment cards utilized for online bookings must also be presented by the card holder upon check-in, accompanied by passport or ID for verification purposes.

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## ACCEPTED CREDIT CARDS THAT SUPPORT ONLINE TRANSACTIONS

Payments are accepted by credit cards, debit cards, or bank transfer. An online payment link is available for secure credit and debit card payments. Payment cards utilized for online bookings must also be presented by the card holder upon check-in, accompanied by passport or ID for verification purposes.



Online transactions are realized in cooperation with WS Pay Croatia (operating under the Montenegro registered and based franchise company NTH Media d.o.o.) and CKB bank in an encrypted, certified, and secure online environment by simply entering data from the payment card.

Online bookings will only be accepted with payments made via the secured payment link or bank transfer. The Hotel does not accept processing card payments in a card-not-present (CNP) environment. When paying by credit card, there is a possibility that the card will be declined. Reasons why the card may be declined: daily limit, lack of funds on the account, wrong address, etc. By making a reservation online, via email, via phone, or in person, the Guest accepts financial responsibility for all transactions made.

## PAYMENT ON HOTEL PREMISES

Payment on Hotel premises are processed for Guests' incidental charges upon check-out. Payments are accepted in cash in EUR currency only, or by credit and debit cards. Cards accepted are: American Express, Visa, Mastercard or Maestro cards. The Hotel reserves the right to pre-authorize Guest payment cards upon check-in for the purpose of covering incidental charges.

## STATEMENT ABOUT THE PROTECTION OF PERSONAL DATA TRANSFER

Online payments via secured links are provided and processed by the Hotel's PCI DSS payment provider partner company WS Pay Croatia (operating under the Montenegro registered and based franchise company NTH Media d.o.o.).

Data protection pursuant to the General Data Protection Regulation of the European Parliament and the Council no. 2016/679- Regulation and implementation of the GDPR: WSPay, being the processor of authorization and payment made by credit cards, uses personal data as the processor pursuant to the General Data Protection Regulation of the European Parliament and the Council no. 2016/679, and compliant with PCI DSS Level 1 Regulations for data transfers.

WSPay uses 256-bit SSL encryption and TLS 1.2 cryptographic protocol as the highest protection standards for data entry and transfer.

Personal data used for the purposes of authorization and payment are deemed to be confidential data. The following customer's personal data are necessary to fulfill the Agreement (authorization or payment):

- Name and Surname
- E-mail
- Telephone number
- Address
- City
- Postal Code
- Country
- Type of credit card
- Credit card number
- Expiry date (credit card)
- CVV number for credit card

WSPay does not process or use these personal data except for the purpose of fulfilling the Agreement, the authorization or the payment. WSPay ensures to meet the requirements determined by applicable personal data protection regulations, for the processors of personal data, especially taking all necessary technical, organizational or security measures confirmed by PCI DSS Level 1 certificate.

## REFUND

In the case of a refund to a Guest who has previously paid with one of the payment cards, or by bank transfer, in part or in full, and regardless of the reason for the refund, the refund is made exclusively through the same payment method used for payment. This means that the Hotel bank will, at request, refund the funds to the cardholder's account or bank account provided that a refund meets the Hotel's Terms & Conditions as set forth in this document.

## CONVERSION STATEMENT

All payments will be made in Euros (€). If the payment is made with payment cards of foreign issuing banks, the amount of the transaction will be converted into the local currency of the cardholder, according to the exchange rate of the payment method used. Any transaction fees will be borne by the Guest, whether this is for a booking purpose or in relation to a refund.

## VERIFICATION SYSTEM

To avoid the possibility of credit card fraud, the Hotel reserves the right to check the credit card validity and authenticity with the Guest's bank and may in addition ask the Guest to send a copy of the ID card and credit card by fax or e-mail.

## CANCELLATION POLICY

If the Guest is unable to travel or utilize the accommodation and services previously confirmed, cancellation fees may apply. A change in the length of stay or dates of Guest reservations is subject to availability and may result in a rate change. A revision made to a booking may also constitute a cancellation. In case of shortened length of stay, the cancellation policy will apply for the canceled nights. Cancellation, early departure, and no-show fees incurred are the sole responsibility of the Guest and will be charged accordingly as follows:

## EARLY DEPARTURES OR NO-SHOWS

A fee equivalent to 100% per night plus taxes for early departures applies. In the event of a no-show (i.e. if the guest neither uses nor cancels the reservation), a fee equivalent to the value of the entire stay will be charged. Early departures or cancellations due to inclement weather are fully chargeable.

## TRAVEL INSURANCE

The Hotel reserves the right not to provide exemptions from its cancellation policy for medical or personal matters, inclement weather, or other circumstances. It is recommended to purchase adequate travel insurance prior to confirmation and acceptance of terms, conditions and cancellation policy.

## COVID-19 UPDATE

In the event that there is a COVID-19 related travel ban, health or quarantine restriction at the Guest's point of departure or at the resort destination that restricts the Guest from traveling to Mamula Island the Hotel will provide a full refund for a prepaid reservation and/or waive all

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applicable penalties. In the event that the Guest is at Mamula Island and unable to depart on schedule due to a COVID-19 travel ban, health or quarantine restriction, the Hotel will extend the Guest's stay based on a discretionary reduced rate off Best Available Rate (BAR), paid by the Guest.

## GROUP BOOKINGS

A maximum of 3 rooms may be booked through the website. Please ensure to provide full Guest names for each room, otherwise the duplicate name reservation may be canceled. Please email [reservations@mamulaisland.com](mailto:reservations@mamulaisland.com) for reservations of 3 rooms or more. Smoking is not permitted in any of the Guest rooms, restaurants, interior or public areas.

## GUESTS WITH RESTRICTED MOBILITY

Please get in touch with the Hotel at [reservations@mamulaisland.com](mailto:reservations@mamulaisland.com) before arrival in case of disabilities of a Guest. Considering the limitations of the location, the hotel will be keen on offering its support in the preparations of the visit to Mamula Island.

## ARRIVAL & DEPARTURE

1. The hotel rooms are available for check-in from 3.00 pm and must be vacated by 12.00 pm on the day of departure.
2. Arrivals and departures outside of the times stated above are only possible subject to availability and with prior contact with the Hotel's reservation or reception teams. Such arrivals and departures will be charged accordingly.
3. Depending on the booking situation, a late departure can be granted at half (50% off) the room price until 6.00 pm, and then at the full room price thereafter.
4. If a Guest wishes to have guaranteed access to their room before 3.00 pm, the Guest shall also book the preceding night at full price, subject to availability.
5. If due to events and circumstances, which cannot be associated with the Hotel, the Guest is unable to leave the island, the Guest will have to pay for the additional hotel accommodation, until the mentioned circumstances are eliminated.
6. Events and circumstances from the previous paragraph shall be considered in particular: weather conditions that prevent the safe navigation of ships, fire, floods, explosions, earthquakes or other natural disasters, war or significant political disturbances of unpredictable nature and consequences, general strikes, etc.
7. The Hotel will not cover any transportation cost for missed flights or any other booked services impacted.
8. The Hotel is not liable for any circumstances that are caused by force majeure.

## CHANGES IN THE BOOKING PERIOD

Before 10 days of arrival, change of booking date is possible at no charge based upon availability. After 10 days, the general cancellation policy will apply. The hotel reserves the right to apply rate changes.

## HOTEL'S RIGHT TO CANCEL A BOOKING

Hotel reserves the right to cancel any stay at a time prior to scheduled arrival. In this event, a refund will be issued for all pre-payments made. If, for whatever unpredictable and non influenceable reason, Guests cannot access the island, a similar accommodation will be organized, at the expense of the Guest.

## LIABILITY, INJURY AND FORCE MAJEURE

In case a Guest cannot travel, despite a medical certificate, the standard cancellation policy applies. Professional medical aid can only be provided

on the mainland. The Hotel is not liable for any medical incident on site.

## USE OF THE PROPERTY

1. The hotel room and the items, appliances and facilities provided may be used exclusively for their intended purpose. The Hotel refuses the liability for damage and bodily injury caused by the misuse of the items, appliances and facilities. It will also be deemed misused if more people than anticipated or registered use the booked Hotel room(s).
2. Loss or damage arising as a result of the Guest's negligence or intent may be charged by the Hotel.
3. Damage to a historical or heritage site, can lead to becoming a state affair.
4. For safety reasons, only checked-in Guests are allowed on private Hotel premises such as hotel rooms. The maximum capacity per room may not be surpassed.

## RESPONSIBILITY ON GUEST VALUABLES

Guest valuables can be stored in a safety deposit box in the Guest room. The Hotel is not responsible for valuables stored in a safety deposit box in a Guest room.

## TECHNICAL AND TYPOGRAPHICAL ERRORS

The Hotel does not take responsibility for any typos or technical errors occurred by the systems in use or caused by weak internet connection.

## ACCOMMODATION AND ENVIRONMENT

Activities on and around the island may take place in rural or isolated locations, and as such the Guest may encounter flora and fauna such as mosquitoes, wasps, ants, local dogs, etc. Some properties are located on non-surfaced roads.

Construction or road works and the resulting noise from the site can take place at any time during the year on an adjoining or nearby property or land. This is beyond the control of the Hotel and it cannot be held responsible for any construction or road works occurring near the property.

If it is aware of any such condition, the Hotel will endeavor to advise the Guest of any work occurring, but work can occur at any time without prior knowledge.

## GOVERNING LAW AND DISPUTES

The Guest has the right to file a complaint to the Hotel management due to non-performed contracted service or due to deviation from the agreed services, or if the services from the offer are of poor quality, or if the Guest notices defects in cleaning, damage, or other deficiencies in the room or suite or has other similar complaints, they are obliged to report them without delay, and no later than within 24 hours, to the Hotel management or his representative (manager), by email or contact e-mail of the manager. The Hotel management will immediately upon receipt of notification, and no later than within 48 hours from the complaint, offer a solution to the Guest, if they consider that the complaint is founded.

The Guest has the right to, if there are complaints or problems with and in terms of payment, without delay submit a complaint to the Hotel and explain what the problem is. The Hotel is obliged to respond to the complaint in question no later than 48 hours from the day of its receipt. The Guest may, even in the situation when Hotel rejects the complaint as unfounded, if the Guest submits a complaint to the bank or other competent institution, mediate in the communication between interested parties, i.e. submit its statement to the same, in order to help overcome the situation.

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The Guest is obliged to, in accordance with his abilities, try to avoid the occurrence of damage or its deterioration, as well as to try to minimize any loss or damage to the Hotel management. The Guest is obliged to cooperate with the Hotel management and to act in good faith in order to eliminate the causes that are the subject of the complaint. The Guest is obliged to leave the Hotel management an appropriate, reasonable deadline for eliminating the reasons for the complaint.

If the Guest leaves the facility on his own initiative and finds another accommodation, due to dissatisfaction with the current situation reserved accommodation, he has no right to request a refund, regardless of whether his reasons were well-founded or not.

If the intervention on the Guest's complaint is not successful, and the problem is not resolved, the Guest is obliged to submit a written complaint with enclosed documents, photos of the current situation proving the validity of the complaint by email or mail, within 8 working days of the complaint.

During the complaint procedure, the Guest irrevocably waives the right of mediation of any third party, arbitration, institution, court, giving information to the media, as well as the right to sue.

If the Guest is not satisfied with the answer to the complaint, further proceedings will be resolved amicably, before the Center for Alternative Dispute Resolution of Montenegro, and if no agreement is reached, disputes will be resolved by the competent court in Montenegro.

Complaints will not be considered in the following situations:

If the Guest decides to book a package, then the Guest accepts all the risks of such a reservation. Packages contain uncertain facts that the

Guest cannot influence, and the Guest has primarily accepted such a reservation due to a better price, and therefore waives the right to a refund, as well as to file a lawsuit based on damages.

These Terms & Conditions shall be governed and construed in accordance with the laws of Montenegro. In the event of any dispute concerning the Terms & Conditions of this contract, the court of law of Podgorica shall have jurisdiction.

On paying any installments or total accommodation charges to confirm the booking the client totally and unconditionally accepts these Terms & Conditions.

## HOTEL POLICY

The hotel reserves the the right to amend, modify, change, cancel, vary to add to these Hotel Policies or the arrangements and content featured on the Hotel's website regularly for updates to the Hotel Policy. Any modification to these Hotel Policies that occur before departure is considered a part of the Guest's reservation agreement with the Hotel. A copy of these Hotel Policies is located on the Hotel's website, in the Guest Service Directory, and available from Guest Experience staff upon request.

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