

Terms & Conditions

These Terms & Conditions, together with our Rules and Restrictions and any other written information we brought to your attention before we confirmed your booking, apply to your booking with Portonovi Resort. Please read them carefully as they set out our respective rights and obligations. In these Terms & Conditions, references to “you” and “your” include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred, if applicable.

When you make your reservation, whether online or by telephone, or in person, you will be deemed to have read, understood and accepted these Terms & Conditions and the Rules and Restrictions.

By making a reservation, the first named person on the reservation agrees on behalf of all persons detailed on the reservation that:

- He/she has read these Terms & Conditions and has the authority to and does agree to be bound by them;
- He/she consents to our use of information in accordance with our Privacy Policy;
- He/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services; and
- He/she accepts financial responsibility for payment of the reservation on behalf of all persons detailed on the reservation.

If you make your reservation via a travel agent, or another third party, then you have a separate legal relationship with that party, and Portonovi Resort has no liability for any acts or omissions of such party, including their observance of your data protection rights.

The Resort collaborates with booking agents, in order to promote its accommodation services and increase the number of its resort bookings. Nevertheless, the Resort is an independent contractor and has no authority or control over booking agents. In this context, we conclude agreements with such booking agents but we can not be bound by promises made by them that go beyond what is provided in our website or deviate significantly from our capabilities and rates. In this context, if such third parties promised products or services not provided in our official website or rates that have not been included in our agreements, then we may not be held liable for such misrepresentations or false promises made by booking agents.

SCOPE

These Terms & Conditions shall govern any accommodation agreements or any other related contracts entered into between Portonovi residences and the guest, and any matters not stipulated in the Terms and Conditions shall be governed by agreement, governing laws and generally established customs.

When you complete your booking, you accept these Terms & Conditions and any other terms that you're provided with during the booking process.

If anything in these Terms & Conditions is (or becomes) invalid or, unenforceable:

- it will still be enforced to the fullest extent permitted by law;
- you will still be bound by everything else in the Terms & Conditions.

The English version of these Terms & Conditions is the original. If there's any dispute about the Terms & Conditions, or any mismatch between the Terms & Conditions in English and in another language, the Terms & Conditions as they appear in English will apply.

When you book an accommodation/receive Confirmation letter, Portonovi Resort provides and is responsible for the booking platform - but not the travel experience itself.

You agree that:

- you will only use our service for personal and non-commercial purposes
- you must be at least 18 years of age and have the legal authority to enter into contracts
- you will use our services lawfully and in compliance with these Terms & Conditions
- all information supplied by you is true, accurate, current and complete
- if you have an account with us, you will:
 - safeguard your account information
 - be responsible for any use of your account by you or others
- if you book on behalf of others:
 - you will obtain their authorization prior to acting on their behalf
 - you will inform them about the terms that apply to the booking (including the Rules and Restrictions) and ensure that they agree to such terms
- you are responsible for paying any amounts due, for making any change/cancellation requests and for all other matters relating to the booking.

You also agree not to:

- make any false or fraudulent booking
- access, monitor or copy any content on our service using any robot, spider, scraper or other automated means or any manual process
- violate the restrictions in any robot exclusion headers on our service or bypass or circumvent other measures employed to prevent or limit access to our service
- take any action that imposes, or may impose, an unreasonable or large load on our infrastructure
- deep link to any part of our service
- "frame", "mirror" or otherwise incorporate any part of our service into any other website

We may deny anyone access to our service at any time for any valid reason. We may also make improvements and changes to our service at any time.

Any usage guidelines and precautions presented by Portonovi residences in connection with these Terms and Conditions shall, in addition to the Portonovi Rules and Regulations established by Portonovi and kept in residences, constitute a part of these Terms and Conditions.

ACCOMMODATION AGREEMENT

The Agreement is formed when the Confirmation letter is sent to the guest. Any changes or cancellations may be done only within the scope of the Terms & Conditions.

RESERVATIONS PROCEDURE AND POLICIES

Portonovi is only authorized to accommodate properly registered guests. For this purpose, guests are to present their valid national ID card or passport, or any other valid proof of identity to the relevant front desk employee.

At the moment of booking the perspective guest shall provide the Reservations team with the following information: full legal names of all guests and children as well as identification documents, and a valid credit card as a payment guarantee.

If the arrival requires (besides the stipulated above) a visa, please contact the Embassy of Montenegro for further information.

RATES AND INCLUSIONS

The rates are inclusive of 7% VAT. The rates are subject to 5% service charge.

The rates are per suite, per night. Municipal tax and insurance of 1.50 EUR per night, per guest, aged 18 years and older will be additionally charged. 1.00 EUR per night, per guest, aged 12 years to 18 years. Municipal Tax does not apply for children under the age of 12, however insurance of 0.50 EUR is mandatory. BAR rates are inclusive of daily breakfast. BAR rates are inclusive of beach usage - excluding the day of arrival. At least one day advance sunbed reservation is mandatory and may be done on Lifestyle reception.

Accommodation only rates are inclusive only of housekeeping service. For this rate, beach use, breakfast, gym and parking use are charged additionally according to the pricelist.

The prices indicated on the website and relevant channels for Portonovi Rental residences, products and services are subject to availability. Breakfast, beach use, gym use and parking are only included if indicated in the confirmation letter.

Rates, inclusions, and room occupancies are as stated in the Confirmation letter.

Rates may be changed at any time and without prior notice. For the bookings already confirmed, there won't be a rate change.

Service charge, taxes and fees are subject to change at any moment without prior notice. Portonovi reserves the right to introduce these in accordance with the law.

SECURITY DEPOSIT

As a guarantee that the Property and all its contents will be returned in the same condition as found at the check in, a security damage deposit is required as a cash payment or a credit card with a valid credit card number. The deposit amount is 50.00 EUR per day. In case no damages occur, the deposit will be returned during check-out for cash payments and 14-21 business days for credit card authorization.

ACCURACY

We endeavour to ensure that all the information and prices both on our website, marketing material and other booking channels are accurate; however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to your chosen reservation before you make your booking.

ACCEPTED METHODS OF PAYMENT



Payments are accepted via credit cards, debit cards, or bank transfers. Online payment links are available and those are realized by WS Pay in an encrypted environment.

We may partner with providers of alternative payment methods, to provide our customers with alternative payment methods. Our group of Companies does not endorse or recommend any alternative payment provider or their products or services. Our group of Companies is not responsible for the content or the acts or omissions of any alternative payment provider. Your use of any such provider's payment method is at your own risk and will be governed by such provider's terms and policies.

PAYMENTS & CANCELLATION POLICY

For a reservation to be confirmed, a full prepayment is mandatory. A valid credit card guarantee is required at the moment of booking. The reservation will only be deemed valid after a prepayment has been secured and required information about the guest received: name, surname, ID number, phone number & email. Portonovi reserves the right to cancel any bookings for which a prepayment has not been received by the deadline, without prior notice.

Payments may be done by credit cards, debit cards or bank transfers. An online payment link is available for secure credit payments. For a reservation to be valid 50% of the total amount is required to be paid at the moment of the booking. The remaining balance of 50% will be charged 15 days before arrival. In case of cancellation 30 days prior to arrival, total of the paid amount will be refunded to the guest. In case of cancellation between 30 and 15 days prior to arrival, 50% of the paid amount will be held by Portonovi. In case of cancellation within 15 days prior to arrival, no refunds will be issued.

Certain privileged booking rates or special offers are not eligible for cancellation, refund or any change. The Guest is therefore advised to check the room description and any such conditions carefully prior to making a booking. Portonovi shall not be liable to cancel, refund or alter any bookings if booking is made under such privileged booking rates or special offers.

In case the invoice is to be settled by a different legal entity (a company), prior notification is mandatory and full details of the entity are to be provided: name of the company, VAT, Tax. Registration no., owner, address, email and phone number.

Room rates (including any applicable taxes and fees) are displayed to you through our service under the payment options. Please note that taxes and fees may vary depending on which payment option you choose. Tax rates and foreign exchange rates may change in the time between booking and your stay.

CURRENCY CONVERSION

Any currency conversion rates displayed on our service are based on public sources and current exchange rates, which may vary at the time of travel. Such rates are provided for information purposes only and our Company does not guarantee the accuracy of such conversion rates.

ARRIVAL AND DEPARTURE

Check in time is from 15:00h, and check out is by 12:00h. Over running may incur charges.

Meet & Assist services are provided at the Lifestyle reception, on arrival. Regular reception hours are 24/7/365.

Check-in is 15:00

Early check-in before 15:00 will be additionally charged 25% of the Rate

Early check-in between 09:00 and 12:00 will be additionally charged 50% of the Rate

Early check-in before 09:00 will be additionally charged 100% of the Rate

Check-out is 12:00

Late check-out between 12:00 and 15:00 will be additionally charged 25% of the Rate

Late check-out between 15:00 and 18:00 will be additionally charged 50% of the Rate

Late check-out after 18:00 will be additionally charged 100% of the Rate

Check-in is done at the Lifestyle reception. Guest is obliged to sign the Registration card and provide ID documentation for all guests staying in the residence.

For any enquiry, dispute or complaint please contact us stay@portonovi.com or lifestyle@portonovi.com

All guests must abide by Portonovi Rules & Regulations

PARKING

Parking is available on site, 1 parking space per residence is included in the rate if so indicated in the rate policy. Daily fee applies if the number of vehicles is exceeded. Parking spaces are allocated to specific apartments and are located in the designated areas within the garage. Height limit for all cars entering the garage is 2.4 meters. Portonovi shall have no liability for cars parked on any of the parking spaces, as well as cars parked on the outside parking lots.

All vehicles are parked completely at the owners' risk. No liability will be accepted by the Portonovi Resort for any damage however caused.

ADDITIONAL GUESTS AND VISITORS

If standard occupancy is exceeded, extra person fee applies for additional guests. For children 12 years and above, the daily fee is 100.00 EUR and daily breakfast is included. For children and infants under the age of 12 years, the stay is complimentary, including breakfast and a baby cot if needed. Maximum occupancy is applicable by individual room type for the stated above.

Visitors and joiners are welcome to join guests until 6:00 PM and are required to provide ID at the Lifestyle reception prior to the visit. After 6:00 PM, extra person fee of 100.00 EUR per person per night will be charged. For safety reasons, only checked-in guests are allowed on private Portonovi premises such as residences, compounds, common pool areas.

DISCLAIMER : except as provided by the applicable laws, Portonovi will not be liable for any financial loss or damage to the belongings of the Guest or for any injuries sustained by the Guest or any joiners of his.

PETS POLICY

Portonovi is pet friendly for all dogs & cats under 20kg. Daily fee will be charged 55.00 EUR and prior notification is mandatory. Penalty for not notifying the Portonovi staff of the pet is 500 EUR. All dogs must be on leash when in public areas. Aggressive, large and dangerous dog breeds must have muzzles. Any damage made by the pet is subject to charges for incidental damages.

SMOKING

Smoking is not allowed inside the room for security reasons.

In accordance with Montenegrin laws, smoking is prohibited in any of our interior areas. The penalty for smoking in the interior areas is 500 EUR. Ashtrays are provided on terraces of the residential apartments. When in public areas, please dispose of cigarette butts in public ashtrays.

FRAUD

If a booking or account shows signs of fraud, abuse, association with a government-sanctioned person or entity, or other suspicious activity, we may request extra information from you.

If we reasonably conclude that a booking or account is associated with fraud or suspicious activity, we may:

- cancel any bookings associated with your name, email address or account
- close any associated accounts, and
- take legal action, including to seek to hold you liable for any loss.

FIRST NIGHT NO-SHOW

If you do not show for the first night of your stay booking, but plan to check in for the subsequent nights, please confirm this with us before the original check-in date. If you do not confirm this, then your whole booking may be cancelled. Refunds for no-show will only be due to you in line with the relevant Rules and Restrictions.

RELOCATION

In the rare unexpected event whereby, the Resort cannot provide accommodation as previously confirmed, the Resort will comply with its standard of obligation by undertake to relocate guests into an alternative property within our Resort of equal or better grading at no expense to the guest. Should there not be a property of equal or better grading in the vicinity of the original booking, it may be required to provide guests with a property of a lesser grading. If this is the case, any reduction in costs will be refunded to the guest.

The alternatives offered are at the Resort's discretion. Should the guest wish to choose a property of a standard other than offered under this condition, then the guest will be required to pay any difference.

REFUND

If a refund request meets the Terms & Conditions set forth in this document, the refund is approved by management and guest is notified in written form.

Any refunds will be transferred back to you to the payment method you used to make the original booking. Our fees are not refundable unless this is stated otherwise during the booking process

CANCELLATIONS

Alterations in stay dates may incur additional charges, are subject to availability and a rate change is possible. Changes in the length of stay may incur charges. Shortened stays may be subject to cancellation fees.

If a guest is unable to travel, the reservation is non-transferrable.

Early departures are fully chargeable. For no shows, a guest doesn't use or cancels the existing reservation, the entire stay will be charged. Any changes, no shows, cancellations or early departures due to bad weather conditions are fully chargeable.

We may cancel your booking if full payment for the booking, or any applicable cancellation/change charge or fee relating to a booking is not received when due.

For a variety of reasons, it is possible that a booking may be cancelled or changed. If this happens, we will make reasonable efforts to notify you as soon as possible, and offer alternative options/assistance or a refund where possible.

The management reserves for itself the absolute right of admission to any person in the Portonovi Resort premises and to request any guest to vacate his or her apartment at any moments without previous notice and without assigning any reasons whatsoever. The guest shall be bound to vacate when requested to do so. In default, the management will be entitled to remove the luggage and belongings of the visitor from the apartment occupied by him or her and lock the apartment or rent the apartment to another guest. This will only happen if the person(s) occupying the apartment(s) are disturbing the place or / and safety from the Portonovi / personnel or other Portonovi guests.

EARLY DEPARTURE

Early departure before the agreed day must be informed to the resort one day in advance.

If your reservation is for several nights the resort is entitled to charge you the full amount for the whole stay. Early departure before the agreed day may also cause changes in the room rate confirmed.

GUESTS WITH RESTRICTED MOBILITY

Prior notification is mandatory for any specific needs such as elevator access, ground floor or no stairs.

If you or any member of your party has any medical problem or disability which may affect your stay, please tell us before you make your reservation so that we can advise as to the suitability of the chosen accommodation. In any event, you must give full details in writing at the time of making your reservation. If the Resort reasonably feels unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline the reservation or, if full details are not given at the time of booking, Resort is obligated to provide any special need of the guest.

SPECIAL REQUESTS

If you have any special requests, you must advise us at the time of making your reservation. Although we will endeavour to accommodate reasonable requests, we cannot guarantee any request will be met unless we have written to you with specific confirmation that it will. The fact that a special request has been noted on your confirmation or any other documentation is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. We do not accept reservations that are conditional upon any special request being met.

FORCE MAJEURE

Portonovi shall not be liable for any change or cancellation of any reservation that is caused, in whole or in part, by events, occurrences, or causes beyond the control of Portonovi. Such events, occurrences, or causes include but are not limited to, terrorist activities, weather, strikes, lockouts, riots, acts of war, earthquake, volcanic activity, ash clouds, tsunamis, fire and explosions.

RESORT'S RIGHT TO CANCEL A BOOKING

Portonovi reserves the right to cancel any stay prior to the arrival. In such an event, a full refund shall be provided including all prepayments.

USE OF THE PROPERTY & GUEST VALUABLES

Apartment keys must be deposited at the reception desk whenever guest leaves the premises and at the time of check out.

Any personal belongings of Guests may be stored in the safety box placed in the residences. Portonovi shall bear no responsibility for valuables stored in the safety box in the residences.

The Resort cannot accept responsibility for any valuables unless deposited at reception and an official receipt obtained. This includes loss or damage to any valuable left in accommodation, on the premises or in any motorised transport.

Since the Resort is not responsible for any stolen valuables, items or other property of our Guests, it is your obligation to protect your property and keep your valuables safe. We encourage our Guests to lock their rooms at all times that they are not present. In order to facilitate you, we, also, provide a safe deposit box in every room of our Resort. Our Guests shall immediately inform the front desk of the Resort, in case of stolen goods, property or valuables, so as to notify the police as early as possible.

Swimming and all recreational activities are undertaken at guests' own risk.

We regret we cannot offer any child care facilities. Whilst we are happy to provide children's activities, they are not child care facilities. Please note that at all times the safety of children is the responsibility of the parent or guardian. The parent or guardian will be held accountable for the actions of any minor(s) in their control.

The appliances, items and facilities that are provided may be used only for the intended purpose. Any damage is subject to additional charge. Portonovi shall bear no liability for damage or injury caused by the misuse of appliances, items or facilities. Loss or damage of any of the items will be charged additionally.

Upon departing, guests are obliged to turn off all water faucets, lights in the room and its facilities as well as the air-con and to shut the door as they leave. Keep your door and windows closed when the air-con is working.

Guest may not move furnishings, or interfere with the electrical network or any other installations in the apartments or on the premises of the Portonovi without the consent of the Portonovi management. If any malfunction is discovered during your stay please report this to the reception and we will repair this as soon as possible.

If the guest becomes ill or injured, Portonovi can help the provision of medical assistance or, as the case may be, to arrange for the guest to be taken to hospital, all at the guest expense.

Washing of clothes is not allowed in the apartment, laundry is available upon request, please contact the reception.

Guests are to observe night time peace and quiet, they are not to disturb the other guests accommodated in Portonovi. The Resort has a responsibility for the welfare of all its guests and therefore reserves the right to end the holiday of any guest whose unreasonable conduct may impair the comfort and enjoyment of other guests, e.g. excessive noise. In such cases you are still obliged to pay for the accommodation and additional services ordered. You are not eligible to claim a refund for payments already made.

Complaints by guest and any possible suggestions for improving the hotels activities are welcomed by Portonovi management.

CCTV

For the safety of our guests, CCTV is in operation throughout the Resort, which may be reviewed by our senior team in the unlikely event of any security issues or during the handling of any complaint.

SOCIAL MEDIA PICTURES AND VIDEOS

Pictures and videos are shot at our Resort for publication on our website, in our marketing materials and on our social media channels. If you would rather not appear then please make this known to the photographer/videographer at the time.

Photographs displayed on the website are not contractual. Although every effort is made to ensure that photographs, graphic images and text used to illustrate resort provide as accurate an impression as possible of the accommodation offered, variations may occur.

LIMITATION OF LIABILITY

To the extent permitted by mandatory law, we'll only be liable for costs you incur as a direct result of a failure on our behalf. This means, to the extent permitted by law, we won't be liable for (e.g.) any:

- indirect loss or indirect damage
- inaccurate information about a service provider
- product, service or action of a service provider or other business partner
- mistake in an email address, phone number or credit card number (unless it's our fault)
- force majeure or event beyond our control

If you are in breach of these Terms & Conditions and/or the Service Provider's terms, to the extent permitted by law:

- we won't be liable for any costs you incur as a result, and
- you won't be entitled to any refund

To the extent permitted by law, the most that we, will be liable for (whether for one event or a series of connected events) is the cost of your booking, as set out in your confirmation email.

Nothing in these Terms & Conditions will limit our liability in respect of our (or their) own (i) negligence that leads to death or personal injury or (ii) fraud or fraudulent misrepresentation.

Nothing in these Terms & Conditions will entitle any third party other than the service provider to anything.

You may be protected by mandatory consumer protection laws and regulations, which guarantee you rights that no company's terms can overrule. In that case, our liability is determined not just by these Terms & Conditions, but also by any applicable consumer protection laws and regulations.

GOVERNING LAW AND DISPUTES

To the extent permitted by mandatory local (consumer) law, these Terms and our services will be governed by Montenegrin law.

To the extent permitted by mandatory local (consumer) law, any dispute will exclusively be submitted to the competent courts in Montenegro.

Prior to initiating court case, you agree to give us the opportunity to resolve any claims by notifying us of the claim in writing and attempting in good faith to negotiate an informal resolution.

You must send, by certified mail, a written and signed Notice of Dispute ("Notice") to our official email or address.

The Notice must contain the following information: (1) your name, (2) your address, (3) the email address you used to make your reservation, (4) a brief description of the nature of your complaint, (5) the resolution that you are seeking, and (6) your signature.

If we are not able to resolve your complaint within 60 days of you providing Notice, you may commence the court proceeding. Engaging in this pre-court dispute resolution and notification process is a requirement that must be fulfilled before commencing court case. Parties agree that Montenegrin courts do not have authority to administer or adjudicate the claim unless and until all pre-court dispute resolution and Notification requirements have been met. The statute of limitations shall be tolled while the parties engage in the dispute resolution process required by this Section.

INSURANCE

Unless otherwise stated, prices displayed do not include travel insurance. You are advised to take out insurance that covers the consequences of certain cases of cancellation and certain risks (such as the cost of repatriation in the event of an accident or illness). You are responsible for ensuring that any insurance policy taken out adequately covers your requirements. You may be shown certain travel insurance products.

FAILURE TO INVOKE

Our failure or delay to enforce any provision of these Terms & Conditions does not waive our right to enforce the same or any other provision(s) of these Terms & Conditions in the future.

UNENFORCEABLE PROVISIONS

If any provision (or part provision) of these Terms & Conditions is found by a court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision (or part provision) shall, if required, be deemed not to form part of these Terms & Conditions with you. In such a case, the validity and enforceability of the other provisions shall not be affected.

ENTIRE AGREEMENT

These Terms & Conditions constitute the entire agreement between you and us with respect to our service. They supersede all prior or contemporaneous communications (whether electronic, oral, or written) between you and us about our service.

ASSIGNMENT

We may, and you may not, assign, subcontract or delegate rights, duties or obligations under these Terms & Conditions.

THIRD-PARTY RIGHTS

Save as expressly stated in these Terms & Conditions we do not intend any part of these Terms & Conditions to be enforceable by any person who is not a party to these Terms & Conditions. No third-party's consent shall be required for the waiver, variation or termination of any part of these Terms & Conditions. These Terms & Conditions do not give rise to any rights under any applicable laws or regulations in relation to rights of third parties to enforce any part of these Terms & Conditions.

SURVIVAL OF OBLIGATIONS

Any provision of these Terms & Conditions, which expressly, or by its nature, imposes obligations beyond the expiration, or termination of these Terms & Conditions, shall survive such expiration or termination.

MODIFICATION OF THE TERMS & CONDITIONS

These Terms & Conditions may be modified and/or supplemented at any time by us. In this case, the new version of the Terms & Conditions will be put online by us and will automatically apply for all customers with immediate effect.

Guests are obliged to observe the provisions of these Terms & Conditions. In the event that a guest is in breach of these Terms & Conditions, Portonovi has the right to repudiate the agreement on the provision of accommodation services before the agreed period has elapsed.