

Pursuant to Article 56 of the Law on Tourism ("Official Gazette of the Republic of Serbia" no. 36/2009, 88/2010, 99/2011, 93/2012 and 84/2015 ), the Director of SMART TRAVEL PCO, Radmila Maricic, from Belgrade, on 24 January 2016, establishes the following

## **GENERAL TERMS AND CONDITIONS**

### **1. PRECONTRACTUAL NOTIFICATION:**

By signing the standard travel contract-confirmation-application (hereinafter the Contract) with his signature on behalf of all passengers from the Contract, the traveler (hereinafter: the Traveler) confirms that he received the General Travel Terms and Conditions (hereinafter: the General Terms and Conditions), the travel programme (hereinafter the Programme) designed in advance and published, and that he/she is, as well as all the passengers of the Contract, acquainted with them and the optional travel insurance options and that he/she accepts them in their entirety.

The provisions of these General Conditions are an integral part of the Contract between the Traveler and SMART TRAVEL PCO as the travel organizer (hereinafter: the Organizer) and are binding for both parties, except the provisions defined by a special written agreement or by the Programme.

Before signing the Contract, the Organizer may at any time modify the description of their services in the Programme. The Traveler and the Organizer shall agree that before the conclusion of the Contract, the Traveler is notified of all possible changes of the Programme within a reasonable time prior to the conclusion of the Contract.

In case of differences between the Traveler's application and the amended proposal of the Organizer, the new Programme shall be considered as the new proposal and will be binding the Organizer within the next 48 hours. If the Traveler does not inform the Organizer within the specified period that he/she does not accept the new Programme/offer, the Contract shall be deemed terminated.

### **2. APPLICATION, PAYMENT AND AGREEMENT:**

The Traveler shall submit the application in writing on a durable medium track or via e-mail or fax. The Traveler shall apply at the Organizer's main office, at branches or separate premises of the Organizer, as well as in travel agencies having an Agent's Contract (hereinafter the Agent). If the Agent does not indicate their status of agent in the Organizer's Programme and in the contract with the traveler, the Organizer will not be liable to the Traveler for the execution of the Programme, but it will be the obligation of the Agent. The Traveler's application becomes valid when it is confirmed by a concluded contract and by an advance payment of 50% of the travel package price. The remaining amount of the agreed price, unless otherwise agreed, should be paid 15 days before the departure. If the Traveler fails to make a timely full payment, it is considered that he/she cancelled the journey in accordance with Section 12 of the General Terms and Conditions. Each advance payment shall be kept as payment for all travelers, not just for one particular traveler from the Contract. By concluding the Contract, the Programme (previously published or subsequently modified) becomes an integral part of the Contract and can not be modified, unless the parties expressly otherwise agreed or if changes occur due to force majeure. In case of cancellation or modification of the Contract, cancellation provisions and amendments shall apply to all travelers listed in the Contract. The date of payment to the Organizer's or Agents' account shall be considered authoritative for timely payments. In case full payment, advance payment or payment of the remaining amount of the travel package are not timely, the Organizer can withdraw from the Contract and claim compensation in accordance with Clause 12 of the General Conditions.

### **3. RIGHTS AND OBLIGATIONS OF THE ORGANIZER:**

- To include in the Contract, except the services provided by the Programme, special requirements of the traveler exclusively agreed with the Organizer,
- The Organizer shall pay the proportionate real difference between the agreed price and the

price of travel package reduced proportionally according to the non-implementation or incomplete implementation of the Contract (hereinafter: the price reduction) on the basis of timely and justified written complaints of the Traveler in accordance with the law and these General Terms and Conditions, unless the failure to carry out the Contract incurred by fault of the Traveler or a fault attributable to a third party that was not agreed as the direct provider of services within the Programme, by force majeure or unforeseen events that the Organizer has no influence upon and which consequences are inevitable despite due care or due to some other events that the Organizer could not foresee and overcome,

- To ensure the rights and interests of the traveler, in accordance with good business practices in this area
- Before departure, to submit the name, address and telephone number of the local representative or local partner agency, and if this is missing - the name, address and telephone number of the Organizer the Traveler can contact in case of emergency;
- The Organizer shall not be liable for services rendered to the Traveler by other persons who are not part of the Programme,
- Any oral or other kind of information, which differ from those contained in the Programme, the Contract or Special Contract and these General Terms and Conditions are not binding the Organizer and can not be the basis for a claim or complaint by the Traveler.

#### **4. OBLIGATIONS AND RIGHTS OF THE TRAVELER:**

- To be thoroughly acquainted, as well as all persons listed in the Contract, with the Programme and the General Terms and Conditions, and to mention the special requirements not covered by the published Programme,
- To provide individually optional travel insurance policies, as the Organizer is not providing them or being liable for them,
- To pay the agreed price under the conditions, time frame and mode as stipulated in the Contract,
- To provide timely to the Organizer accurate and complete data and documents necessary for the organization of the journey and to guarantee that he/she, as well as documents, baggage, etc. meet the specific regulations of the departure, transit and destination country (border, customs, sanitary, monetary and other regulations)
- To compensate for the damage caused to the direct service providers or third parties by violation of laws and regulations and these General Terms and Conditions,
- To promptly appoint another person to travel in his/her place, to reimburse to the organizer the real expenses incurred by the replacement and to be liable for the unpaid part of the agreed price,
- To notify in writing the Organizer or other relevant persons listed in the travel documents about any justified complaint, immediately and on the spot,
- To be informed prior to the conclusion of the contract through the website of the Ministry of Foreign Affairs of the Republic of Serbia ([www.msp.gov.rs](http://www.msp.gov.rs)) and by other means about countries with high or moderate risk;
- To check, at least 24 hours before but not earlier than 48 hours, with the authorized representative of the Organizer the precise time of travel departure and return.

#### **5. PRICES AND CONTENT OF SERVICES:**

Prices are quoted in dinars (RSD) or in foreign currency, and the calculation of payments shall be made in dinars according to the selling rate of the commercial bank of the Organizer on the date of payment, i.e. at the rate specified in the Programme if not otherwise agreed. Prices are established on the basis of the business policy of the Organizer and are not subject to clients complaints. The services provided abroad (which are not previously agreed and paid) are paid by the Traveler on the spot, directly to the suppliers of services. The price stated in the Contract includes, a pre-designed and published, combination of at least two or more of the following services of average quality usually provided for given destination and facilities (accommodation,

food, transportation, preparation and organization of the travel) which constitute the unique agreed price paid by the Traveler (hereinafter: standard services). The price does not include, unless specially agreed (hereinafter Special Contract), the following: airport and port taxes, local tour guide, representative of the Organizer, tourist animator, optional programs, use of sun loungers and parasols, obtention of visas, admission tickets for various facilities and events, traveler's and luggage insurance, room service, use of room bar, air conditioning, as well as recreation, medical, telephone and other services, reservation of special seats in means of transportation, accommodation in a single room, rooms with special characteristics (view, floor, size, balcony, etc.), additional meals, etc. (hereinafter: the Special Services). The Agent is not authorized to negotiate on behalf of the Organizer special services that are not stated in the Programme. Conditions relating to discounts for children and other benefits specially stated in the programme are determined by direct service providers and should be interpreted restrictively (eg. for children under two years of age, the calendar date when the child reaches the age of two years will be relevant and in relation to the date of departure and not the date of the contract). In case of inaccurately listed age of the traveler, the Organizer has the right to charge for the difference up to the real price of the travel plus an extra amount of RSD 3,000.00 for handling costs.

The price does not include, and the Organizer shall not be liable for the Traveler's subsequent facultative services provided and charged by a foreign partner, i.e. a direct provider of services that were not stated in the Programme or a special contract; the same apply to the Traveler's participation in sports and other leisure activities.

#### **6. CHANGE OF PRICES AND TRAVELER'S RIGHT OF CANCELLATION:**

The organizer may require an increase of the contracted price no later than 8 days before the departure, in case that after the conclusion of the Contract there has been a change in currency exchange rates or a change in carriers tariffs and in other cases prescribed by the law. The consent of the Traveler is not required for an increase of the contracted price up to 10% and is not a basis for the termination of the Contract. If the increase of the contracted price exceeds 10%, the traveler has the right to: request a substitution for a similar program at no extra cost from the Organizer's offers or he may send a written cancellation to terminate the contract without liability for damages to the Organizer, if he informs the Organizer at the latest within 48 hours of being notified in writing of the increase in prices. If within the specified period, he does not inform in writing the Organizer that he is withdrawing from the contract, the Organizer will consider that he accepts the new price and he may proceed to further payment.

Subsequent price reductions of the Programme can not apply to contracts that are already concluded and can not be the basis of any objection of the passengers toward the Organizer.

#### **7. CATEGORIZATION AND DESCRIPTION OF SERVICES:**

All services listed in the Programme include the standard services of average quality, common and specific to certain destinations, places and facilities. If the client requires services that are not included in the Programme, they will be stated in a special contract.

The Organizer is not liable for the description of services in catalogues, publications or web sites of the Agent and of the direct service providers (eg. hotels, carriers and others) unless he has specifically directed the client to them. The Organizer is liable only for the descriptions of services included in own programs or website, with obvious printing and calculation errors entitling the Organizer to challenge the contract. The accommodation facilities and units, means of transportation and other services are described according to the official categorization of the domicile country at the time of publication of the Programme; they differ and are not comparable by destination, or even per same destination. The food, comfort and quality of services depend primarily on the package price, the chosen destination and categorization determined by local and national regulations and out of the control and influence of the Organizer.

The date of travel departure and return determined by the Programme does not include a full day stay in the accommodation facility or destination. The time of departure/arrival of the travelers and the time of entrance/exit from the accommodation facility is conditioned by the procedures at border crossings, road conditions, permits of local authorities, technical and weather conditions or force majeure that may affect the time of departure of aircraft and other means of transportation on which the Organizer has no influence, therefore the organizers are not responsible in such cases. The first and the last day of the Programme are planned for the travel and do not include the stay in a hotel or place of destination, but only indicate the calendar day of the commencement and of the end of the journey, therefore the Organizer bears no responsibility for the evening, night or early morning flights, entrance to the room in late evening hours, or leaving the hotel in early morning hours, etc. For air package tours the agreed departure time is the time of meeting with the travelers at the airport, at least 2 hours before the departure time first announced by the airline company. In case of change of the mentioned time of flight departure, the Organizer bears no responsibility, but national and international regulations in the field of air transportation are being applied. As a rule, the departure/arrival, taking off/landing of charter flights are in late evening or early morning hours, and if, for example the agreed first or final meal is provided as a so-called 'cold meal' outside or inside the accommodation facility, it is considered that the Contract is carried out in its entirety. The services of tourist guides, escorts, local guides, entertainers or local representative do not include their continuous presence during the whole day, but only for the time of communication and necessary assistance to the traveler at predetermined time of periodic on-call service announced on the info board or in some other appropriate way. The instructions and guidelines of authorized representatives of the Organizer (specially relating to the time of departure, transportation, accommodation, legal and other regulations, etc.) are binding for the travelers, and non-compliance with the above mentioned instructions is considered a violation of the Contract and in such cases the Traveler shall be accountable for any possible consequences and damages their entirety. Changes or discrepancies of certain services that are not caused by the will of the Organiser are allowed if they do not reflect negatively on the overall concept of the contracted travel. If for the above reasons, a flight or transportation has to be transferred to another airport or city, the Organizer shall bear all the costs of the alternative transportation at least for the amount of a train ticket of 2nd class. When a third person replaces the person who booked certain services, the Organizer is entitled to compensation for incurred costs of replacement. The Traveler and the person replacing him are both liable for the payment of the contracted price and the cost of replacement. The Organizer shall not accept a replacement if it is not timely, if there are special requirements in relation to the journey or if it is not in accordance with legal regulations.

## **8. ACCOMMODATION, FOOD AND TRANSPORTATION**

**8.1. Accommodation.** Unless otherwise specifically agreed:

- The passenger will be accommodated in any officially registered accommodation unit in the accommodation facility described in the Programme, regardless of the characteristics of the traveler, the location and position of the facility, floor, proximity of noise, parking and other characteristics,
- The accommodation of travelers in the facility on the first day is after 16.00 h the earliest, and leaving not later than 09:00 h on the day of end of service. The traveler is not entitled to a refund of the cost of the accommodation or transportation in case he leaves the facility voluntary, periodically or earlier at own fault,

- Three and four bed accommodation units (rooms, studios, apartments, etc.) are, in accordance with the categorization and regulations of the domicile country, usually based on standard double rooms with one or two extra beds (folding beds usually with wooden or metallic construction which may significantly affect the quality of accommodation),
- The functioning of the air conditioner in accommodation facilities varies by destination and facilities and does not mean a 24 hour continuous operation,
- The Organizer is not responsible for damages caused by Traveler's non-observing of legislation, regulations and practices established by the carriers, hotels and other direct service providers
- If two or more persons book a double or multiple room or cabin/booth and the like, and no third person replaces one of them, the Organizer has the right to charge the full cost of the accommodation unit.
- After the commencement of the journey, due to sudden and justified reasons, the agreed accommodation can be replaced without the consent of the Traveler by accommodation in a facility of the same or higher category in the agreed place of accommodation at the expense of the Organizer, while the accommodation in facilities of lower category can be made with the consent of the Traveler along with the refund of the difference in price proportionally to the reduced category of accommodation facility.
- The Traveler agrees to get acquainted with and comply to the rules of conduct in the accommodation facility and in particular with regard to: depositing and storing money and valuables, food and drinks in the room, respect of order, accommodation and leaving the room at a certain time, the number of people in the room, as the Organizer is not liable for any damages arising therefrom.

**8.2. Food.** unless otherwise specifically agreed:

- The variety, quality of food and services depend mainly on the price of the tour package, the category of the facility, the destination and local customs regardless of whether the serving is a self-service or based on menu.
- The ALL INCLUSIVE or ALL INC. LIGHT services and any other services include services based on internal rules of the hotel and are not necessarily identical even within the same category at the same destination.
- Breakfast, unless otherwise indicated in the programme, includes continental breakfast.
- If the occupancy rate of the hotel is below 30%, it is possible to have menu serving instead of self-service.
- Food services are identical in an accommodation facility, regardless of whether the Contract include children, elderly or persons with disability. In case the Traveler makes a different arrangement on the spot with the direct food service provider, the Organizer bears no responsibility for inadequately rendered services.

**8.3. Transportation:** Unless otherwise specifically agreed:

- Transportation and transfers are carried out by standard tourist buses or other means according to the rules and criteria that apply in the country of registration of the carrier engaged by the Organizer and regulations, principles and rules set by the carrier are applied (eg. transportation in any means of transport does not include numbered seats, nor included meals and drinks during the trip, etc.). The traveler is obliged to accept any offered seat in the means of transportation.

- The organizer has the right to engage for their transportation any types of tourist buses that meet the requirements set forth by the regulations (mini bus, coach or double decker), as well as other means of transportation if conditioned by circumstances,
- During the bus drive toilets are not in use, unless it is approved. The passenger is obliged to cover on the spot all the damages in the means of transportation caused by his negligence.
- The traveler has the obligation to behave in an appropriate way in the means of transportation and to respect traffic regulations and rules relating to the transport of passengers, otherwise the Organizer has the right to refuse his transportation or to take him away from the means of transport in the presence of the police, in which case the Organizer will not be responsible for his further transportation to the destination. If the Traveler who was refused transportation withdraw from the journey, the cancellation scale from Section 12 of the General Terms and Conditions will be applied.
- The itinerary, the place and duration of breaks are determined by the guide/driver. In case of unpredictable, inevitable circumstances or security reasons, the guide/driver has the right to change the timetable, the itinerary or the order of visit of tourist sites.
- The inconsistency of personal data given to the Organizer with the data in the passport of the Traveler (name, etc.) may require printing of new air tickets with extra costs or the ticket may even be declared irregular in which case the Traveler will have to cover all the costs. The Traveler is responsible for his air ticket from the time it is delivered to him at the airport or at the agency. There is no possibility of issuing a duplicate air ticket or boarding pass. The Traveler entirely bears the consequences of their loss or theft during the journey.
- Airline or special transportation tickets are valid only on the dates and times specified on the tickets.
- The transportation of travelers by air, rail, sea, river and lake means of transportation include the direct responsibility of the carriers determined in accordance with the regulations and customs governing the aforementioned types of transportation and are outside influence and responsibility of the organizer.

## **9. TRAVEL DOCUMENTS, HEALTH AND LEGISLATION:**

All the terms and conditions published in the Programme refer exclusively to the citizens holding passports of the Republic of Serbia. The Organizer is not entitled and obliged to inform the passengers from other countries about the conditions (visa, customs, health, etc.) that apply to the destination or transit country; it is the obligation of the foreign citizen to get information at the relevant consulate and to provide timely and in orderly manner the necessary conditions and documents. For travels abroad, the Traveler must have a valid passport with a validity of at least 6 months from the date of end of journey, and to send correct and complete necessary data and documents for the visas in case the Organizer is providing them. The Organizer's agency staff and the agent are not entitled to determine the validity of the passport and other documents. When the Organizer is involved in the process of submitting the documents they do not guarantee the obtention of the visa in time and they bear no responsibility if the travel documents are not in order or if the border authorities or immigration services refuse entry, transit or further stay of the Traveler. If the travel documents get lost or stolen during the journey, the Traveler shall timely and at his own expense provide new documents and bear all possible adverse effects incurred on that basis. The passenger has the obligation to make a contract for Special services related to his health, as specific food and accommodation due to chronic diseases, allergies, disabilities and other, otherwise the Organizer shall not assume any special obligation, responsibility or damages on that basis. For travels to countries where special regulations apply and include mandatory vaccinations or certain documents, it is the obligation of the Traveler to make the necessary vaccinations and provide adequate certificates about them and to bear responsibility for any possible consequences.

The passenger has the obligation to strictly observe the customs, foreign exchange and other

regulations of the Republic of Serbia, of transit countries and countries of sojourn, and in case of inability to resume the travel or sojourn to bear all the consequences and expenses.

If the journey can not be realized due to the Traveler's omissions relating to the provisions of this Section, the provisions of Section 12 of the General Terms and Conditions will be applied.

## **10. BAGGAGE:**

The transport of baggage up to a certain weight determined by the air carrier is free of charge. The Traveler shall be charged for excess baggage weight according to the current prices of the carrier. The transportation of special baggage from the airport to the hotel and back is the sole obligation of the Traveler. Special safety rules for hand baggage are applied by all airports, and we recommend to get more information at the Nikola Tesla Airport in Belgrade, phone 011 209-4444 or at their website: [www.beg.aero](http://www.beg.aero). The Traveler has to report without delay any damage and loss of baggage on flights to the Lost & Found Service as airlines usually refuse compensation if the application form is not completed and submitted. In bus transportation the traveler is allowed to carry 2 pieces of baggage and to hand them to the authorized person of the organizer. The children under two years are not entitled to a free baggage. The traveler has to take care of their belongings brought into the means of transportation, handed to and picked up from the authorized person of the carrier or brought into the accommodation facility. All the mentioned rights may be realized directly with the carriers, providers of accommodation or insurance and according to applicable international and domestic regulations. Carrying of baggage from the parking lot to the accommodation unit is the responsibility of the traveler (transportation means will be as close as possible to the accommodation facility). Loss or damage of baggage from the parking lot to the accommodation facility, as well as forgotten items in the means of transportation are not the Organizer's responsibility. Except for intent and gross negligence, the Organizer has no responsibility for baggage and items that are normally not carried personally, unless keeping of the items has been expressly agreed. Therefore, the Organizer recommends that the travelers do not carry valuables on the journey or otherwise to deliver them for safe keeping or carry them personally.

The passenger has to visibly mark the baggage with personal data, and to take personal documents and objects of value outside the parked means of transportation, as the organizer will not be responsible for their loss. It is recommended to carry documents, gold, valuables, technical instruments and medicines exclusively in hand baggage.

The passenger has the obligation to report the loss or damage of luggage during the journey to the organizer's representative or to the direct provider of services.

## **11. CHANGES AND CANCELLATION OF CONTRACT BY THE ORGANIZER:**

**11.1. Before the commencement of the journey:** The Organizer shall inform the traveler of any significant change of the programme as defined by the contract and not later than 5 days before the departure. The Traveler has a period of 48 hours from the date of receipt of the notification to inform the Organizer if he is accepting the changes. The payment of the newly agreed price is considered as acceptance of the new offer. In case of acceptance of the new offer, the traveler is entitled to a proportionate reduction in price if the new offer is lower than the originally agreed one, i.e. he has to pay the difference in price between the original and the new offer, if the new offer is higher than the one originally agreed. If the traveler does not accept any of the options offered by the Organizer, he will be entitled to a refund of the fully paid amount.

The Organizer has the right to withdraw from the Contract in any of the following cases:

- if there is an insufficient number of passengers provided that the Organizer has informed the Traveler 5 days before the commencement of the journey at the latest,
- if it is not possible to fulfill the contractual obligations with no responsibility of the contractual parties. If these obstacles existed at the time of publication of the Programme they would be a grounded reason of the Organizer for not publishing the Programme and conclude the Contract. The Organizer has to inform the Traveler and make the refund of the paid amount no later than 15 days from the date of cancellation. If it is not specifically stated in the Programme, there is a minimum number of travelers required in order to implement the travel: 30 passengers for bus

travel, 20 passengers for regular air routes in Europe, 15 passengers for travel on intercontinental air lines, and at least 80% occupancy per each means of transportation for travels on specially contracted air charter lines, trains, hydrofoils, etc. In case the Traveler accepts a new contract he renounces any claims against the Organizer arising from the originally signed Contract.

**11.2. During the journey:** the Organizer reserves the right to make changes in the course of the journey and inform the Traveler without delay and in the most convenient way; the Organizer reserves the right to change the date or hour of the travel, as well as to change the itinerary and make necessary changes to the Programme in case the conditions to conduct the travel have changed (changed timetable, emergency landing, failure of means of transportation, jams at the borders or in traffic, the closure of any of the sites planned for visits, the changes in the visa regime, the security situation, natural disasters or other emergencies and objective circumstances and force majeure), without the obligation to pay for damages or any kind of compensation to the Traveler. In mentioned cases, the Organizer shall bear any additional costs caused by the changes of the Programme.

The Organizer has no obligation to fulfill the Contract if the Traveler hinders the implementation of the travel due to indecent behavior, regardless of warning. In this case, the Traveler has to compensate for any possible damage caused to the Organizer.

In case of extraordinary circumstances during the travel that could not be predicted in advance, and are considered force majeure (terrorist attacks, emergency situations, explosions, infections, epidemics and other diseases, natural disasters, weather conditions, etc.) the two contracting parties have the right to terminate the Contract, whereby the Organizer is entitled to real incurred costs and has the obligation to pay half of the costs of return transportation fee of the Traveler.

The Organizer assumes no responsibility if the Traveler refuses to return with the provided means of transportation.

## **12. CANCELLATION OF THE CONTRACT BY THE TRAVELER:**

**12.1. Before the commencement of the journey:** The Traveler has the right to cancel a journey and notify the Organizer in writing as stipulated by the Contract. The date of the written cancellation of the Contract is the basis for the calculation of the compensation for the Organizer, expressed in percentage per cancellation scale in relation to the total travel cost, if not otherwise defined by the Programme and as follows:

5% for cancellation up to 45 days prior to the departure,  
10% for cancellation 44 to 30 days prior to the departure,  
20% for cancellation 29 to 20 days prior to the departure,  
40% for cancellation 19 to 15 days prior to the departure,  
80% for cancellation 14 to 10 days prior to the departure,  
90% for cancellation 9 to 6 days prior to the departure,  
100% for cancellation 5 to 0 days prior to the departure or after the commencement of the journey.

Notwithstanding the foregoing, the following cancellation scale is applied as follows:

The change of the agreed destination, date of travel, means of transportation, accommodation facility, accommodation units, failure to obtain a visa, failure to pay the agreed price, etc., are deemed as Traveler's withdrawal from travel.

The passenger has to reimburse to the Organizer only the real incurred expenses (transportation, accommodation, organization of the travel, etc.), if the cancellation was due to:

sudden illness of the Traveler, his/her spouse, child, parent, brother or sister, adoptees and

adoptive parents, death of the Traveler or of his/her spouse, child, parent, brother or sister, adoptees and adoptive parents, military training, natural disaster or emergency state officially declared by the relevant authority of the country of destination.

In the mentioned cases, the Traveler has to submit to the Organizer evidence eligible for health insurance on the basis of temporary incapacity for work (confirmation of the chosen general physician, or discharge papers from stationary health institution which explicitly confirms the sudden illness and inability to travel), or death certificate or call for military training. Local terrorist attacks, explosions, diseases, epidemics and other diseases, natural disasters, weather conditions, etc. if not declared as state of emergency by the national authorities of the domicile or destination country are not considered justified reasons for the cancellation or interruption of the journey by the Traveler.

Sudden illness has to be confirmed by authorized physician as sudden and unexpected illness, i.e. infectious disease or organic disorder which occurred after the conclusion of the travel Contract and is not associated with, nor is the result of a previous state of health, and the nature of which requires treatment, hospitalization and prevent the Traveler to start the contracted travel. If the Traveler or the Organizer finds a new user, the Organizer will reimburse the fully paid amount less the real costs caused by the replacement. When the cancellation is covered by an insurance policy, the Traveler may claim his rights directly from the insurer. In case of cancellation of the Contract, the Organizer will not refund the costs for the obtention of a visa or for paid legal and other obligations.

**12.2. After the commencement of the journey:** If in case of cancellation the Traveler by his own fault does not use some of the contracted services, the Organizer will try to get from the service provider a compensation for unused services. If the service provider does not refund the money to the Organizer, the Traveler will not be entitled to a refund of the corresponding part of the price of unused services. In case of a minor service or value, the Organizer has no obligation. If a substantial part of the services that are defined in the Contract are not performed due to the fault of the Organizer, the Organizer has to carry out certain preventive measures in order to continue the journey or to offer to the Traveler other adequate services until the end of the journey without additional cost for the Traveler, in accordance with Section 14 of these General Terms and Conditions, without prejudice to other legal rights of the Traveler.

### **13. INSURANCE AND GUARANTEE OF TRAVEL**

The cost of the travel does not include travel insurance. The Organizer recommends the conclusion of insurance for cancellation, travel liability insurance, health insurance and insurance against the consequences of accidents. If the Organizer and the Agent offer travel insurance, it is just mediation. The insurance contract can be concluded only between the Traveler and the insurance company, to which possible claims are directly submitted. The terms and conditions and obligations under the insurance contract must be read. The insurance premiums are not an integral part of the travel price and have to be paid immediately upon the conclusion of the insurance contract. By signing the contract, the Traveler confirms that he was informed and directed to providing a travel insurance package.

The travel insurance package does not cover mandatory health insurance, and the traveler is recommended to provide it, as this may be the reason that border authorities do not permit further travel or the traveler has to pay significant costs for possible treatment.

**According to the Law on Tourism, the Organizer has the following travel guarantees:**

**a) For the cost of emergency accommodation, food and return of travelers to the place of departure in the country and abroad due to the insolvency of the Organizer:**

**1. The insurance policy No. 228802 dated 25 January 2016 of the insurance company**

**"MILENIJUM OSIGURANJE a.d.o" from Belgrade, Bulevar Mihajla Pupina 10L  
(The Traveler in need should promptly contact the insurance company, phone +381 11  
4407700 or e-mail: [office@milenijum-osiguranje.rs](mailto:office@milenijum-osiguranje.rs).**

**b) For damages that are caused to the Traveler by non-performance, partial performance or undue fulfillment of the obligations of the Organizer in accordance with the General Terms and Conditions, the Programme and the contractual liability relating to the organization of congresses and business travels:**

**1. The insurance policy No. 228802 dated 25 January 2016 of the insurance company "MILENIJUM OSIGURANJE a.d.o" from Belgrade, Bulevar Mihajla Pupina 10L  
(The Traveler in need should promptly contact the insurance company, phone +381 11  
4407700 or e-mail: [office@milenijum-osiguranje.rs](mailto:office@milenijum-osiguranje.rs).**

**The Traveler has to submit to the insurance company and the Organizer the contract number, the place of destination, the accommodation facility name, the name of the Traveler, the address or telephone number, fax number or e-mail through which he can be contacted in the place of sojourn.)**

**The Traveler can exercise his rights for compensation on the basis of final and enforceable court decision or decision of the arbitration court or other extra-judicial client dispute settlement in accordance with these General Terms and Conditions.**

**By signing the contract, the Traveler confirms that he received the General Terms of Insurance or Guarantee and that he accepts them in their entirety.**

#### **14. ASSISTANCE, OBJECTION, COMPLAINT AND DISPUTE SETTLEMENT:**

The traveler has the obligation to communicate immediately on the spot any legitimate complaint to the local representative of the Organizer, and if this is not possible, to the direct service provider (eg, carrier, hotel, etc.), or to the Organizer directly if these persons are not listed in the travel documents.

For assistance, emergency and other cases and complaints, the Traveler may contact the Organizer at phone number +381 11 770 2184, Fax +381 11 244 7524, Monday-Friday from 9 - 17h, CET, or via e-mail: [smartravelpco4@smartravelpco4.rs](mailto:smartravelpco4@smartravelpco4.rs). For emergency and similar procedures, the Traveler needs to specify the contract number, the place of destination, the name of the accommodation facility, the names of travelers, address or phone number for contact. The passenger has to cooperate in good faith and wait patiently for the time frame of 24-48 h needed to find the remedy on the spot for a justified complaint (eg, failure of the refrigerator, power outages or water shortage, poorly cleaned apartment, etc.) and accept the solution corresponding to the contracted services.

If the cause of the complaint is not rectified on the spot, the Traveler together with the Organizer's representative or direct service provider (accommodation, transportation and other services from the Programme) shall draw up a written statement and sign it. The traveler will retain one copy. If the cause of the complaint is rectified on the spot, the Traveler is required to sign a statement, otherwise the fact that he continued to use an adequate alternative solution will be considered as full execution of the Programme.

Local representatives are not entitled to accept any claims for compensation, but only the Organizer.

The passenger may not claim the proportionate price reduction, the termination of the contract and compensation if he fails to notify in the prescribed manner, on the spot and without delay the authorized representative and the Organizer about the deficiencies between the offered and

contracted services. If the deficiencies are not remedied on the spot, the Traveler is required to submit to the Organizer a justified and documented complaint (written complaint on the spot, receipts of paid costs, request per types of unrendered services specified and quantified for each traveler and other evidence) within eight days from the end of the journey, or within thirty days from the date of establishment of deficiencies, and request a refund of the difference in price between the contracted and non-completed or partially completed services. Each Traveler, having signed the Contract in its own name and on behalf of the persons listed in the Contract or authorized persons, shall submit the complaint individually, as the organizer will not consider group complaints.

The traveler has to submit complaints and other procedures in writing exclusively to the Organizer, Baba Višnjina Str. 24 a, 11000 Belgrade.

The organizer has the obligation to take into consideration only timely, justified and documented complaints by the Traveler, which could not have been settled on the spot in the course of the journey.

The organizer is required to send a written response to the traveler within 15 days and to pay the difference in price. If the complaint is not complete, the Organizer will inform the Traveler to send a regular one in due time.

The organizer shall, in accordance with good business practice within the legal deadline, respond to the Traveler about complaints that are untimely, groundless or uncomplete.

The price reduction based on Traveler's complaint may go only up to the amount of the disputed and non-rendered services, but can not cover already used services, nor reach the entire amount of the contracted price. The amount of compensation paid for grounded and timely objection is proportional to the services, non-performed or partially performed. If the Traveler accepts the payment of the compensation for the proportionate price reduction, or other form of compensation, it is understood that he agrees with the proposal of the Organizer for the peaceful settlement of the dispute. and waives any further claims against the Organizer. It will be considered that the refund of the difference in price to the traveler has been made as well as an agreement in accordance with the law, these General Terms and Conditions and the General Terms and Conditions of YUTA, when the Organizer has offered a real difference in the price for inadequate services provided, in accordance with the price list of direct service providers valid on the date of signing of the Contract and other available evidence, and that the Organizer has acted in compliance with applicable regulations. The Organizer does not bear responsibility for omissions or damage caused to the Traveler by the direct provider of services accountable in accordance with relevant regulations, if he had carefully selected the persons performing the services.

Any request by the Traveler to initiate proceedings with other persons before the deadline for settlement of the complaint shall be deemed premature, as well as the notification of the media by violation of the Contract.

## **15. TRAVEL PROGRAMME AT TRAVELER'S REQUEST AND INDIVIDUAL SERVICES:**

**15.1. Programme at the request of the Traveler:** An individual travel (hereinafter: Programme at request) is a combination of two or more services, which are not offered in the Organizer's Programme and have not been previously published, but made at the request of the Traveler. If not otherwise regulated, the Programme is subject to the provisions of the preceding

paragraphs of these General Terms and Conditions.

If more individual services offered by the Organizer (eg. flight and cruise tour, etc.) at the request of the Traveler have been combined and contracted, the cancellation fee will be charged per individual service and summed up. The Traveler has the right to terminate the Contract by notifying the Organizer in writing. The date of the written cancellation of the Contract is the basis for the calculation of the Organizer's compensation, expressed as percentage of the total cost of the requested travel, if not defined in the Programme otherwise and as follows:

5% for cancellation up to 60 days prior to the departure

15% for cancellation from 60 to 30 days prior to the departure

20% for cancellation from 29 to 20 days prior to the departure,

40% for cancellation from 19 to 15 days prior to the departure

80% for cancellation from 14 to 10 days prior to the departure

90% for cancellation from 9 to 6 days prior to the departure

100% for cancellation 5 days prior to the departure or after the commencement of the journey.

**15.2. Individual services and "Booking at Request":** If the traveler books or contracts only one service, the Organizer is only the intermediary of the third-party services (hereinafter: Agent).

For individual booking and 'Booking at Request', the traveler has to deposit the cost of the booking which is no less than 50 euros, payable in dinars according to the selling rate of the Organizer's bank on the date of payment. If the booking is accepted by the Traveler, the deposit will be included in the price of the service. If the Organizer does not confirm the booking within the agreed period, the deposit will be returned in its entirety to the Traveler. If the Traveler does not accept the offered or confirmed booking which is entirely in accordance with the requirements of the Traveler, the Organizer will keep the total amount of the deposit.

Except for negligence and omissions, the Organizer is not responsible for deficiencies, material and physical damages of individual tourist services made at the request of the Traveler, for which he is only an intermediary between the Traveler and the direct service providers (eg. single accommodation service, transportation, tickets for sports events, excursions, rent-a-car, etc.). By obtaining evidence about the individual agreed service shall enter into force the contractual relations exclusively between the Traveler and each individual service provider.

For individual tourist services the following cancellation scale, unless otherwise agreed, will be applied:

a. Hotel accommodation:

cancellation up to 30 days prior to the departure, 10% of the price

cancellation from 29 to 22 days prior to the departure, 15% of the price

cancellation from 21 to 8 days prior to the departure, 25% of the price

cancellation 7 days prior to the departure, 50% of the price

cancellation 6 days prior to the departure or after the commencement of use, 100% of the price

b. Rent of apartment per unit:

cancellation up 45 days prior to the departure, 20% of the price

cancellation from 44 to 30 days prior to the departure, 50% of the price

cancellation 29 days prior to the departure, 70% of the price

cancellation 15 days prior to the departure and after the commencement of use 100%.

**c. Rent-a-car:** The traveler accepts the General Terms and Conditions which are on the back of the standard contract of vehicle rental.

If not otherwise stipulated by the contract, the following rules will apply:

Reservations and confirmations are valid only for the booked category of vehicle, never for a particular model. The agencies reserve the right to make available to the client the same or a more expensive vehicle than the one booked, which can not be the reason for a claim for compensation of damage due to increased fuel consumption. The payment of vehicle rental is made after the completion of service.

As a rule, it is necessary to reserve funds on the spot, i.e. leave a security deposit. In case of accident, damage or theft of the rented vehicle, the security deposit will be retained.

The Traveler is solely liable in the following cases: damages resulting from non-compliance to rental conditions, gross negligence or alcohol intoxication when driving; damage to the oil sump or to the underside of the vehicle, caused costs for hotel, telephone or towing, loss or damage of keys, costs for private items that are damaged in a car accident or stolen from the vehicle, total damage of the tires. In case of damage to the vehicle the Traveler is obliged to: immediately inform the police and make a police report of the accident and the damage and immediately notify the rent-a-car agency. The Agency and the insurance company can not accept partial or total damage of the vehicle if the authorized driver was driving under the influence of alcohol, drugs and the like. The mandatory insurance policy covers the Traveler and the other authorized driver in accordance with the provisions of the General insurance conditions and rental agreement. According to the law, the mandatory insurance policy covers only injuries and / or death of persons (passengers) and the damage caused to the third person and his/her property. The following documents are required for acceptance of damages and refund of participation: police report and the report on damages, a copy of the rental agreement, and proof of deposit (receipt of the rent-a-car agency or a copy of the credit card statement), original keys and vehicle registration card.

The airport services fee for car rental that started at the airport is to be paid at the amount of 10% of the value of the rental agreement. A special fee has to be paid for the pick up or delivery of vehicles outside the agency's locations in the country or abroad. The Traveler can travel abroad with the rented vehicle under special conditions and special authorization of the agency.

The cost of fuel consumed by the vehicle during the period of rent is to be paid by the Traveler. Children's seats, snow chains and other items can be provided at the request of the Traveler for an additional fee.

The traveler confirms that his personal data entered into the lease agreement are authentic and agrees that they can be transferred to third parties for the purpose of establishing his identity and financial credibility.

**d. Other individual services:** For booked services such as tickets for concerts, opera, theater, balls, tickets for transportation (eg, subway, train, bus), ferry tickets, skypass, sightseeing, entrance fees to museums and individual transfers, etc.), the Traveler will pay in case of cancellation the agreed price of each individual service.

For individually agreed transportation services in the event of timely cancellation already received tickets for regular flights, train tickets or tickets for ferries must be returned otherwise they will be charged at the full price. In case the traveler booked a holiday apartment, the Organizer warns that the lessor may ask an appropriate bail for incidental costs and possible damages.

**16. PROTECTION OF TRAVELERS PERSONAL DATA:**

The Traveler's personal data, given voluntarily, are secret. The Traveler agrees that the Organizer may use his personal data for the implementation of the agreed travel programme, but the address, place, time and cost of travel and the names of co-travelers can not be communicated to other persons, except to persons designated by special regulations.

**17. LIABILITY OF APPLICATION:**

The Organizer may have different provisions in relation to these General Terms and Conditions in the Programme or Special travel conditions, due to the special terms and conditions of direct service providers, as well as for travels with special contents (sports events, conventions and similar international events and special forms of tourism - students, hunting and fishing, extreme sports, etc.) and which an integral part of such Contract.

The inefficiency of certain provisions of the Contract does not result in inefficiency of the whole Contract and these General Terms and Conditions.

The Traveler and the Organizer agrees the jurisdiction of the Arbitral Court of YUTA, Belgrade, Kondina Str. 14, for the settlement of interpersonal disputes, and in the case real jurisdiction of regular court provided by law, the Traveler and the Organizer agree to the territorial jurisdiction of the court according to the headquarters of the Organizer, with the application of these General Conditions and the General Conditions of YUTA and the regulations of the Republic of Serbia.

These General Terms and Conditions enter into force on 25 January 2016.

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Radmila Maricic, Director