

Management of the company Individual Travels doo Beograd based on the article 56 of the Tourism law ("Sl. glasnik RS", br. 36/2009, 88/2010, 99/2011 - dr. zakon, 93/2012 i 84/2015) declares following:

## GENERAL TRAVEL TERMS

### 1. SERVICE AGREEMENT PROCEDURE

Travel organizer, Individual Travels doo (hereinafter IT) provides service of organizing and realization of travels (hereinafter - Travel), since it is web based Travel sales, Travel can be reserved through online service [www.serbianprivatetours.com](http://www.serbianprivatetours.com). In connection to that, Service agreement procedure (hereinafter Agreement) of IT is concluded electronically between IT and user (hereinafter Traveller).

Agreement is considered concluded at the moment when booking confirmation is issued by IT for which Traveller previously has sent the booking request electronically.

By sending the booking request Traveller has accepted Travel itinerary and as such it is part of the Agreement.

### 2. APPLICATION AND PAYMENTS

Traveller is applying for Travel electronically using reservation form at website [www.serbianprivatetours.com](http://www.serbianprivatetours.com) or by sending an email, or in other authorized agencies (hereinafter Agent). When Agent doesn't mark its role as an intermediary in Travel itinerary, he is responsible for execution of the Travel program as organizer. Application becomes valid in the moment of booking confirmation by IT for which Traveller has previously applied electronically.

At the moment of applying, it is required that Traveller pays 100% of the Travel price, if it's not settled differently by the Travel itinerary. If Traveller doesn't make payment in full it will be considered as Travel cancelation.

Agreement creates legal effect not only towards the Traveller, but also towards other users of the Travel for which Traveller, as group representative, has indicated in the application so that the payments, cancellations, and the same legal consequences apply to all travellers. This particularly applies to the previous introduction to the program and the General Travel Terms, and it is considered that they are delivered and accepted by all travellers from the Agreement.

For the timeliness of payment is only mandatory date of payment to the account of IT or Agent. In case of delayed payment in full, advance payment or payment of the remaining part of the payment arrangements, IT can withdraw from the Agreement and claim compensation in accordance with section 8 of these General Travel Terms.

### 3. RIGHTS AND OBLIGATIONS OF THE ORGANIZER

- a) To realize reserved and paid Travel in accordance with the Travel Itinerary. In the event that IT does not realize the trip as a whole, IT is bound to reimburse to Traveller share of money paid for the unrealized part of Travel, based on written (electronically) timely complaint, in accordance with the law and the General Travel Terms, unless the flaws in execution of the Agreement emerged: the Traveller's fault or attributed to a third person who was not directly contracted provider in the Travel Itinerary, force majeure or unforeseeable events to which IT has no influence and whose consequences are inevitable despite use of due diligence or other events that IT could not foresee.
- b) To take care about the rights and interests of Traveller.
- c) To inform Traveller that IT is not responsible for services provided by third parties that are not part of the Travel organized by IT.
- d) To make General Travel Terms and Travel Itinerary accessible to the Traveller.
- e) To issue to the Traveller Booking confirmation that contains all elements of the Agreement.

### 4. RIGHTS AND OBLIGATIONS OF THE TRAVELLER

- a) To check information on the Booking confirmation and in case of incorrect data to inform IT immediately.
- b) To inform oneself in details, as well as other persons from the Agreement, with the General Travel Terms and with Travel Itinerary, and if Traveller has special requests which are not covered by the Travel Itinerary, to make timely instructions prior the Agreement conclusion.
- c) To pay the price of the Travel in full, in accordance to the Travel Itinerary.
- d) To deliver to the IT during the booking procedure of the Travel accurate and complete information and documents necessary for the realization of the Travel and warrants that one, ones ID, luggage and personal items meet the regulations set forth the conditions of the territory through which the Travel is realized (border regulations, customs regulations, sanitary regulations, currency regulations and other).
- e) Traveller is responsible for his behavior during the Travel. In the case that IT assesses that Traveller behaves inappropriate and disturbs order in the places that are visited, especially when it comes to religious and cultural sites, such a traveller will be denied of further use of the Travel without right to a refund.
- f) Traveller may designate another person to use the Travel instead (with the condition that the person meets the requirements determined for that particular travel), in which case the Traveller is obliged to reimburse the IT real costs caused by the replacement. Traveller guarantees for third party obligations towards IT, in case of replacement.

- g) To make valid complaint on the spot in writing and to send it electronically to the address [tour@serbianprivateoturs.com](mailto:tour@serbianprivateoturs.com).
- h) To take care about personal belongings because IT is not responsible for keeping Traveller's personal belongings.
- i) It is Traveller's sole responsibility for all damages made to IT or third parties during the Travel and it's compulsory to reimburse all the damages on the spot.

## 5. PRICE AND CONTENT OF THE TRAVEL

Prices shown on the website are displayed in a foreign currency, and if the payment is made by Traveller - resident, the price will be calculated at the mid exchange rate of National Bank of Serbia. Prices are formed based on IT business policy and as such cannot be the subject of complaints of Traveller.

Price includes pre-arranged and published combination of at least two or more services such as: guiding, transportation, preparation and organization of Travel, for which it has been agreed that a single price is paid by Traveller.

Price does not include (unless otherwise stated in the Travel Itinerary): meals, accommodation, entrance fees, tourist taxes, the services of local guides, travel insurance, personal expenses and all other expenses not specified as included in the price of the Travel.

IT cannot be responsible for facultative and subsequently conducted services at the request of the Traveller, which are provided and directly billed by the service provider, and which were not included in the Travel Itinerary.

## 6. PRICE CHANGES AND TRAVELLER RIGHTS TO CANCEL THE TRAVEL DUE THE PRICE INCREASE

Travel price is determined and placed on the website of the particular Travel and it obliges agreeing parties, except in cases defined by the law, where IT may require an increase in prices.

IT may require an increase in the agreed price if after the conclusion of the Agreement was a change in currency exchange rates or changes in the tariffs of carriers which affect the cost of Travel, as well as in other cases provided by law. IT is obliged to inform the Traveller about the price increase, electronically, without delay, upon learning the causes that have led to an increase in price. To increase the price up to 10% special Traveller's approval is not required, and if an increase in the total of agreed price exceeds 10%, the Traveller can terminate the Agreement without liability for damages, but no later than 48 hours after the notification by electronic mean of increased price, in which case is entitled to a refund of what he paid to IT, and within 8 days from the written cancellation in electronic form to the email address [tour@serbianprivatetours.com](mailto:tour@serbianprivatetours.com). If Traveller doesn't inform IT about cancelation of the

Agreement within the indicated period it shall be taken that Traveller has accepted the new price.

IT may at any time, depending on market conditions and their own business policy, reduce the cost of Travel. Impairment works only in the future and has no effect on already concluded Agreements, and cannot form the basis of any claims to the IT for a refund of any difference in price.

## 7. CANCELTION OR CHANGE OF TRAVEL ITINERARY BY THE ORGANIZER

IT can cancel the Travel completely or partially in the case of extraordinary circumstances that if existed at the time of publication of the Travel Itinerary would be justified reason for IT not to publish the Travel Itinerary or to conclude Agreements.

If the Travel Itinerary specifically doesn't refer to minimum number of Travellers in a given means of transport, it should be as follows:

Mini-van: 4 travellers

Van: 7 travellers

The organizer reserves the right to change the date or hour of travel, as well as the right to change the travel route if conditions change for the trip (closed roads, the security situation, natural disasters or other extraordinary circumstances) without any obligation to pay damages, or paying any compensation to the traveller.

Arranged accommodation can be replaced only by the accommodation facility in the same or higher category, at the expense of IT. The Traveller is obliged to accept a change of accommodation in another establishment of the same or higher category in the same place. Accommodation facilities in the lower categories can be made only with the consent of the Traveller and with the payment of compensation to the Traveller proportionally in accordance to the lower accommodation facility.

IT does not take any responsibilities for changes in the Itinerary due to unforeseen circumstances and force majeure during the Travel.

If the Travel is interrupted from justified reasons, IT has the right to remuneration for services actually given.

IT is entitled to cancel the Travel in case of insufficient number of travellers, if it's a group travel, which is bound to inform travellers at least 5 days before the scheduled start of the journey and shall perform refund of funds paid by Traveller in full no later than 15 days from the day of cancellation.

IT is relieved to fulfill the Agreement if Traveller, in case of group Travel, disturbs realization of travel with coarse and indecent behavior, who disregards previous warnings. In that case Traveller has the obligation to compensate the organizer for caused damage, if responsible for damage.

#### 8. CANCELTION BY THE TRAVELLER

The Traveller has the right to cancel the Travel, for which is required to inform IT by email. Date when the cancellation email is received is basis for calculating the compensation that belongs to IT expressed as a percentage of the total cost of the Travel:

For cancellation 45 or more days before the Travel starting date IT keeps 10% of the Travel price

For cancellation between 30 and 44 days before the Travel starting date IT keeps 30% of the Travel price

For cancellation between 7 and 29 days before the Travel starting date IT keeps 50% of the Travel price

For cancellation between 6 days and 1 day before the Travel starting date IT keeps 80% of the Travel price

In case of no show or cancellation on the day of the Travel IT keeps 100% of the Travel price

Following changes made by the Traveller shall be deemed as a waiver of the Traveller: change of the agreed starting or ending point, change of the Travel date, change of transportation, change of accommodation or not acquiring visa of Republic of Serbia, not paying the agreed price in full, or similar.

The Traveller is obliged to compensate IT only for made expenses (transportation, lodging, travel arrangements etc.), If the cancellation is due to: sudden illness of: traveller, spouse, child, parent, traveller's siblings, adoptees and adoptive parents; death of a: traveller, spouse, child, parent, traveller's siblings, adoptees and adoptive - conscription or natural disaster or state of emergency was officially declared by the country of travel.

In these cases, the Traveller is obliged to submit the proof to IT from health insurance which entitles him the rights on the basis of temporary incapacity for work (a certificate of the chosen doctor in the field of general medicine or discharge papers from stationary medical institutions which explicitly confirms the sudden illness and the inability to travel), or death certificate, or conscription. It cannot be justified by reasons for the cancellation or interruption of Travel cases of local terrorist attacks, explosions, infection, epidemics and other diseases, natural disasters,

climate conditions and similar, which is not declared as a state of emergency by the competent national authority of the domicile or the country of travel.

Sudden illness considers by authorized doctors discovered a sudden and unexpected illness, or infectious disease or an organic disorder, which occurred after the conclusion of the Agreement and is not associated with, nor is it the result of a previous state of health, and of such a nature that requires treatment, hospitalization and prevents the start - the use of Travel. In these cases, the Traveller is obliged to submit written evidence to IT. If Traveller who canceled the Travel from above mentioned reasons, manages to provide adequate replacement or replacement is found by IT, IT is obligated to refund the funds paid in the total amount, after deducting only actual and committed costs (transaction fees, visa of the Republic of Serbia and similar) to the Traveller.

Weather conditions at the destination (e.g., rain, snow, wind) are not reasons to cancel the Agreement and article 8 of these General Travel Terms will be applied.

#### 9. TRAVEL INSURANCE AND PUBLIC INSURANCE LIABILITY POLICY

The Travel price does not include travel insurance, cancellation insurance and baggage insurance. IT advises the conclusion of travel cancellation insurance, baggage insurance, travel liability insurance, health insurance and insurance against accidents. The insurance agreement is concluded only between Traveller and insurance companies, where potential claims are claimed directly. The traveller needs to read the insurance terms and obligations under the insurance agreement. Package of travel insurance does not cover mandatory health insurance, and the Traveller is advised to provide the same, otherwise it may be the reason for local or foreign border authorities not to permit further travel, or traveller must pay the significant costs of possible medical treatment.

Individual Travels doo has a travel guarantee in case of insolvency and public liability coverage, insurance policy number code 70004410 issued 08.04.2016 concluded with joint stock insurance company Dunav Osiguranje ado Makedonska 4, 11001 Beograd. This policy shall ensure: 1) Claims incurred due to the inability of the insured as a travel organizer due to insolvency to cover the cost of necessary accommodation, meals and return of travellers, to the place of departure in the country and abroad. 2) Statutory civil liability of the insured, as a travel agency for damage caused to the traveller by nonperforming, partial performing or untimely fulfillment of the obligations that are determined in General Travel Terms and Travel Itinerary. Contracted overall single limit coverage under the policy in the amount of € 300,000 in dinar equivalent at the date of calculation of compensation from insurance. Limit exhausts the payment of damages.

In case if insured event occurs as a result of the insolvency of IT the Traveller can address to Dunav Osiguranje ado and policy can be activated by calling the phone number (0800 386 286) or by email (kontaktcentar@dunav.com).

## 10. SETTLEMENT OF COMPLAINTS

The Traveller is obliged to promptly communicate to the local representative of IT with reasonable complaint, and if the representative is not available, then to the direct service provider (carrier, hotel, restaurant...), or if these persons are not listed in the travel documents then directly to IT. For assistance, emergency and other cases, as well for complaints the Traveller can contact IT by phone at +38163684466, every day from 9 to 20h, Central European Time or via email at [tour@serbianprivatetours.com](mailto:tour@serbianprivatetours.com). In case of emergency or similar cases it's required that Traveller indicates the booking confirmation number, travel place, the name of the accommodation facility, travellers' names, address, or phone number through which they can be contacted.

The Traveller is obliged to cooperate and to wait until the reasonable complaint is sorted on the spot within the range of 24-48 hours from the time of filing the complaint (e.g. Refrigerator malfunction, power or water outage, poorly cleaned apartment or other) and accept the proposed solution corresponding to the agreed service.

If the cause of the complaint is not resolved on the spot, Traveller together with representative of IT or with the direct provider of the services (accommodation, transport and other services from the Itinerary) creates written note in two copies which are signed by both parties. Traveller holds one copy of this note.

If the cause of the complaint is resolved on the spot, it is required that Traveller signs a confirmation of the same, otherwise the fact that Traveller continued using adequate alternative will be considered as fully completion of Travel Itinerary.

Local representatives are not entitled to accept any claims for compensation, only IT is entitled to do so.

Traveller may not claim the price reduction in any proportion, agreement termination and compensation if with negligence and with omissions in the defined manner, on the spot, without delay and promptly notifies the authorized representative of IT about deficiencies between the delivered services and agreed services.

If the deficiencies are not solved on the spot, Traveller is obliged within eight days from the Travel ending date, or within thirty days after the defect was determined, exclusively to IT, to file reasonable and documented complaint (a written complaint made on the spot, receipts of paid costs, request listed by the types of undelivered services with facts specified and quantified in relation to each passenger individually, witnesses and other evidence) and to request a refund of the difference in price between the agreed and delivered or partially delivered services. Every Traveller files on his own behalf and on behalf of a person from Agreement or on behalf of person with power of authority a complaint individually, because IT will not consider group complaints.

Complaints and other procedures Traveller is required to submit electronically to the address [tour@serbianprivatetours.com](mailto:tour@serbianprivatetours.com). In addition to the complaints, other scanned documents supporting the request of the Traveller must be submitted (invoices, the complaint made on the spot, witness statements ...).

IT is obliged to take into consideration only timely, reasonable and documented complaints by the Traveller, which could not be solved in the course of the Travel on the spot.

IT shall, within 15 days, submit a response to the Traveller by e-mail to the address from which the complaint has arrived. And if the complaint is accepted IT will indemnify Traveller proportionally for unfulfilled service, with a payment of the difference in price, as of the date of receipt of the complete complaint.

If the complaint is not complete and it should be regulated, IT will reply to the Traveller that the complaint should be completed within the due date with the consequence of omission.

IT will in accordance with good business practices within the stipulated time respond to the Traveller even for complaints that are untimely, groundless or incomplete.



Price reduction after Traveller's complaint can reach only the amount of the part of the service which failed to be delivered, but cannot cover already used services, nor reach the total amount of agreed price. The refund, which is paid after reasonable and timely complaint, is proportional to the degree of undelivered or partially delivered services.

Should the Traveller accept the proportional refund, or other form of remuneration, implies that he agrees with the proposal of IT for a peaceful solution of the dispute, and thus waives all further claims against IT in connection with the contentious relationship regardless of the fact whether it has signed written confirmation of the refunding of the clause on the final dismissal of mutual disputes.

Any Traveller's request for initiating proceedings in front third parties before the deadline for resolving complaint, shall be considered premature.

## 11. SERVICE DESCRIPTION

All the services mentioned in the Travel Itinerary consider the standard services of average quality, common and specific to certain destinations, places, and objects.

IT is not responsible for the description of services in catalogs - publications or on the website of the Agent and direct service providers (hotels, carriers, caterers ...), unless the Traveller is not specifically addressed to them. IT is only responsible for the descriptions of the services defined on the website [www.serbianprivatetours.com](http://www.serbianprivatetours.com), where obvious typographical errors or calculation errors entitle IT to deny the Agreement.

Accommodation, transportation and other services are described according to the official categorization of the country of domicile at the time of Travel publication; those are different and not comparable by destination, not even in the same destination.

Start and end dates of the Travel do not consider an all-day-stay in the accommodation facility or destination. Time of departure or arrival of Traveller and Traveller's entering or exiting from accommodation is conditioned by the policy of designated accommodation, road conditions, technical and weather conditions or force majeure that may affect the time of departure or arrival that IT cannot influence, and therefore in such cases IT is not responsible.

Tourist guide services during the Travel does not imply that he will be with travellers during the whole period of 24 hours, but will be with them during the trip, as well as at sites that are visited in organized manner. Tourist guide is not required to be with the guests in the period labeled as "free time" in the Travel Itinerary, but he will be available at that time by phone in case his help is needed, and he is obliged in case of emergency (emergency medical reasons, loss of documents, the problem with accommodation, etc.) to put himself at Traveller's disposal as soon as possible.

## 12. ACCOMMODATION, MEALS, TRANSPORTATION

Accommodation can vary by type: hotels, guesthouses or households. Common to all is that they are official units categorized according to the applicable laws of the Republic of Serbia or any other country where the Travel is realized. Types of rooms are determined by the reception desk or by the owner of the household. The Traveller will be accommodated in any officially registered accommodation unit in the accommodation facility described in the Travel Itinerary, regardless of the characteristics of travellers, the location and position of the object, floors, proximity to noise, parking and others. The Traveller undertakes the responsibility to know and to respect the rules of conduct in the accommodation facility in particular to: depositing and keeping money and valuables, food and drinks in the room, respecting the house rules, accommodation and leaving the room at a certain time, the number of people in the room and others, because IT is not responsible for any damages arising therefrom.

Meals can be realized in two ways, as part of the Travel Itinerary or as an additional service that is not included in the Travel Itinerary which are realized by third parties -caterers. If meals are part of the Travel Itinerary, it is either part of the service provided by accommodation facilities: hotels, guesthouses, households, or it is a separate service provided for the occasion especially hired caterer (restaurant, farm, and winery). If meal is a separate service provided by specifically hired caterer, menu can be arranged at the request of the Traveller prior to the conclusion of the Agreement and then it becomes an integral part of it. Meals in hotels, boarding houses and households are prepared under the basic policy of the house and IT has no influence on their composition. Meals are prepared in accordance with the usual nutritional habits of the area where the Travel is realized, if the Traveller has some special requirements with regard to nutrition (health, religious or other reasons), it is necessary to emphasize when negotiating Travel, otherwise IT will not be held responsible for not meeting these requirements and such complaints will not be considered reasonable.

Transportation is realized with IT owned vehicles, and if necessary, vehicles can be hired from third parties or carriers can be hired. The Travel is realized by private car, mini-van and van, except that, where applicable, may engage larger vehicles when required by a specific Travel and when it is defined in the Travel Itinerary. The Traveller has the obligation to behave appropriately in the vehicle and to respect traffic regulations; otherwise IT has the right not to accept Traveller to the vehicle or to remove him from the vehicle in the presence of the police, where further transport to the destination will not be the responsibility of IT. If Traveller cancels further Travel as a result of removal from the vehicle in previously described case, the scale of cancellation referred to in section 8 of the General Travel Terms will be applied. The travel direction, breaks, place and their length is determined by a guide / driver. The Guide / driver has the right due to unforeseen, unavoidable or security and similar circumstances, to change the timetable, itinerary or the sequence of site visits.

### 13. TRAVEL DOCUMENTS; HEALTH, FOREIGN CURRENCY AND CUSTOMS REGULATIONS

It is the sole responsibility of the Traveller to be informed about the visa regime between country of origin and the Republic of Serbia. IT is not responsible and is not obliged to inform Travellers with the requirements (visa, customs, health, etc.) that apply between the country of domicile of the Traveller and Republic of Serbia, as well as the country of destination or transit, it is the responsibility of the Traveller to inform himself with the respective consulate and to provide all necessary terms and documents in a timely and orderly manner. Should the Traveller during Travel lose travel documents or if those are stolen, shall at his own expense promptly provide new ones and shall accept all consequences which arose as a result of that.

It is required before concluding the Agreement that the Traveller states the specific needs and services related to his medical condition, such as specific dietary needs or accommodation characteristics due to chronic illness, allergies, disabilities, etc. otherwise IT does not undertake any special obligation, liability or compensation in connection to that.

The Traveller is obliged to strictly respect customs, foreign exchange and other regulations of Republic of Serbia, transit countries and countries of destination and in if further travel or stay is suspended due to disrespect of regulations mentioned above, all consequences and costs will be submitted on Traveller's own expense.

If the Travel cannot be realized due to the omission of the Traveller in respect to the provisions of this part of the Terms, the provisions of section 8 of the General Travel Terms will apply.

### 14. TRAVEL ITINERARY AT REQUEST – TAILOR MADE TRAVELS

Travel Itinerary at the request of the Traveller: Individual travel (hereinafter: the Itinerary upon request) of the Traveller is a combination of two or more services, which are not included in the offer of the Organizer, or the Organizer has not previously published it, but it is made at the request of Traveller.

General Travel Terms are applied to Itinerary upon request travels, unless different is regulated with this section.

Single services and Reservation upon request: If Traveller books or agrees only on one service, Organizer acts as an intermediary for the third-party services (hereinafter: Broker).

For individual services and Reservations upon request Traveller deposits in respect of booking costs amount which may not be less than € 50 and if the Traveller is resident then € 50 in RSD, equivalent to the mid exchange rate on the payment date. If the reservation is accepted by the Traveller, the deposit is included in the price of the service. If IT does not confirm the reservation within the stipulated period, the deposit is fully refunded to the Traveller. If the

Traveller does not accept the offered or confirmed reservation, which is in full compliance with the requirements of Traveller, the amount of the deposit is retained by IT in complete.

IT, except for gross inattention and negligence, is not responsible for defects, material and physical harm for individual travel services upon request of travellers, for which he is only an intermediary between the Traveller and direct service providers (e.g. individual accommodation services, transport, sports events tickets, excursions, rent-a-car, etc.). Obtaining proof for the agreed individual service shall enter into force on contractual relations exclusively between the Traveller and each individual service provider.

#### 15. JURISDICTION IN CASE OF DISPUTE

In case of dispute the territorial competent court is the court according to the seat of IT.

In Belgrade 04.05.2016

These General Travel Terms apply from 04.05.2016

For Individual Travels doo

Miljan Miljević, CEO