

Pursuant to Article 56 of the Law on Tourism ( "Official Gazette of the Republic of Serbia" no. 36/2009 and 88 / 2010-84 / 2015) Director of the Tourist Agency **"VICTOR TOURS DMC DOO"** from **BELGRADE** on **20.02.2019.** adopted the following General Travel Conditions:

## **1. PRE-CONTRACT NOTIFICATION:**

By signing the standard Travel Contract Confirmation (hereinafter: the Agreement) with his signature on behalf of all the travellers from the Agreement (hereinafter: the Traveller) confirms that she/he received these General Travel Conditions (hereinafter: General Conditions), Travel Guarantee Confirmation and prepared and published Tour Program (hereinafter: the Program), that the Traveller is, like all the passengers stated in the Agreement, familiarized with the documents and fully accepts the General Conditions, as well as familiarized with optional availability of travel and health insurance. The provisions of these General Conditions are an integral part of the Agreement between the Traveller and Tourist Agency "VICTOR TOURS DMC DOO" as the Tour Organizer (hereinafter: Organizer) and are binding for both parties, except the provisions that are defined in additional written agreement or Tour Program.

Before signing the Agreement, the Organizer may at any time change the description of its services in the Program and inform the Traveller within a reasonable period of time, without delay, in written form, on paper or other durable data recorder, that the Traveller and the Organizer shall agree that before the conclusion of the Agreement the Traveller was informed on all changes in the Program reasonable time prior to the conclusion of the Agreement.

In case of differences between the Traveller application and amended proposal of the Organizer, the new program is considered as a new proposal and obliges the Organizer in the next 48 hours. If the Traveller does not inform the Organizer in the stated period of time, whether she/he accepts the new Program – offer, the contract shall be deemed terminated. The Organizer before signing the contract, informed the Traveller regarding her/his rights and the terms of Travel Guarantee in the event of insolvency of travel and damage compensation.

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

Traveller submits application in written form or on a durable data recorder or by e-mail or fax. The Travel may apply at the headquarters, branches or offices of the Organizer, as well as in travel agencies that have a Contract on indirect travel sales (hereinafter: the Agent). The Agent who offers and sells a tour package is obliged the state her/his status in the Tour Program and Travel Agreement. Traveller's application enters into force when confirmed by the Agreement conclusion, in the manner in which the application was made, and the advance payment in the amount of 50% of the package price, unless otherwise agreed. The rest of the tour package price, unless otherwise agreed, must be paid 15 days before departure/arrival. If the Traveller fails to make the full payment, it is considered as the trip cancellation in accordance with paragraph 12 of General Travel Conditions. Each advance payment is considered as payment for all passengers, not just for one particular passenger from the Agreement. Upon conclusion of the Agreement, the Tour Program becomes an integral part of it and cannot be changed, unless the parties express a different agreement, or in case changes occur due to force majeure. In case of cancellation or modification of Agreement, cancellation provisions and amendments are applicable to all travellers listed in the Agreement.

The date of the payment to the Organizer's or Agent's bank account is the proof of payment timeliness. In case of late full payment, advance payment or payment of the remaining amount of the travel package, the Organizer can cancel the Agreement and claim compensation in accordance with paragraph 12 of these General Travel Conditions.

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

- The Agreement includes services that are stated in the Tour Program and other special requirements of the Traveller, which are accepted exclusively by the Organizer,
- Pay proportional real difference between the Agreement price and the price of the travel, reduced in proportion to the non-realization or the incomplete realization of the Agreement (hereinafter: Price

the law and these General Conditions, unless the incomplete realization is due to: Traveller's actions, or actions of a third party that does not have contract as direct service provider in the implementation of the Program, force majeure or unforeseeable events at which the Organizer has no influence and whose consequences are inevitable despite the implementation and due diligence, or due to other events that Organizer could not foresee and overcome,

- In accordance with good business practices in this area to ensure the rights and interests of travellers,
- Prior to departure submit the name, address and telephone number of the local representatives or local agency's partners, and when appropriate, address and telephone number of the Organizer for emergency assistance to the Traveller,
- Organizer is not responsible for the services rendered to the Traveller by other persons not included in the Program,
- All spoken or any other kind of information, which differ from those contained in the Program, Agreement or Special Agreement and these General Conditions, do not bind the Organizer and cannot be the basis for complaints of the Traveller.

## **4. RIGHTS AND OBLIGATIONS OF PASSENGERS:**

- To get familiar, along with all the persons stated in the Agreement, with the Program, General Conditions and Travel Guarantee, and submit additional requirements that are not stated in the Program,
- To provide herself/himself: optional travel insurance, as those are not provided by the Organizer nor the Organizer is responsible for,
- To pay the agreed price under the conditions, deadlines and in the manner envisaged by the Agreement,
- To timely submit to the Organizer accurate and complete information and documents necessary for tour organization trips and guarantees that she/he, her/his ID, luggage, etc., meet the requirements determined by the regulations of Serbia, transit and destination country (border, customs, sanitary, monetary and other regulations),
- To compensate the damage done to the direct service providers or third parties by violation of laws and regulations and these General Conditions,
- To promptly appoint another person to travel instead, compensate the Organizer for the actual costs caused by the replacement and be liable for the unpaid part of the price stated in the Agreement,
- To submit valid complaints promptly communicates on spot, in written form, to the Organizer or entities listed in the travel documents,
- To get informed prior to the Conclusion of the Contract, via the website of the Ministry of Foreign Affairs of the Republic of Serbia ([www.msp.gov.rs](http://www.msp.gov.rs)) and in other ways, about so-called countries of high or moderate risk,
- To get informed by the Tour Organizer or its Agent not earlier than 48 hours but at least 24 hours prior the departure date regarding the exact time of departure and return from the trip.

## **5. PRICES AND SERVICES INCLUSIONS:**

Prices are stated in foreign currency; a calculation of the payment is made in RSD by Offer Rate of Organizer's bank on the payment date, respectively, at the rate specified in the program, or if otherwise agreed. Prices are based on business policy of the Organizer and cannot be the subject of Traveller's complaints.

The Traveller pays for services performed abroad (which are not pre-arranged and paid) on spot to the direct service providers.

Price stated in the Agreement includes in advance prepared and available combination of at least two or more of the following services of average quality, common for a given destination and facilities, including: accommodation, meals, transportation, preparation and organization of travel; these services are offered at a single price paid by the Traveller (hereinafter: Standard services).

Price does not include, in case it was not specifically agreed on (hereinafter: Special Agreement), the following costs: local tourist guide, a representative of the organizers, tourist animator, optional programs, use of sun loungers and parasols, obtaining visas, entrance fees to sights and events,

recreational, medical, telephone and others services, reservation of special seats in the vehicle, the cost of accommodation in a single room, rooms with special features (view, floor, size, balcony, etc.), additional meals and others (hereinafter: the Special Services).

The Agent has no authority to, on behalf of the Organizer, offer special services that are not part of the Program.

Conditions relating to discounts for children as well as other benefits which are specially provided in the Program, are determined by direct service providers and those should be interpreted restrictively (e.g. for children under two years old, the relevant date is the calendar date when the child reaches the age of two years, not the first day of the travel nor the date of the Agreement conclusion). In case of wrong age submitted by the Traveller, Organizer has the right to charge the difference to fulfil the price of the travel package.

The price does not include, nor the Organizer shall be liable for optional and additional services, realized and charge by the foreign-partner, respectively the direct service provider, bearing in mind those services are not envisaged by the Tour Program or Special Agreement, including participation of the Traveller in sport and other leisure activities.

If in the specified period the Traveller fails to inform Organizer in written form regarding the cancellation of the Agreement, it is considered that she/he agrees with the new price, which may be reflected via payment.

## **6. PRICE CHANGE AND TRAVELLER'S RIGHT OF AGREEMENT CANCELLATION:**

If the Traveller cancels the trip timely (90 to 45 days in advance) the Organizer has the right for compensation for the incurred administrative expenses. Organizer may require an augmentation of the agreed price before the travel if after the conclusion of the Agreement there has been a change in currency exchange rates, in cases when the price is stated in RSD, and should do it immediately upon finding out that there was a price augmentation by the service providers. Due to price augmentation by the Organizer, the Traveller has the right to request a replacement for a similar program at no extra cost offered by the Organizer or can cancel the Agreement in written form without compensation. If in the specified period, not longer than 48 hours, the Traveller fails to inform Organizer in written form regarding the acceptance of the new price then it is considered that she/he cancels the Agreement. Subsequent Program's price reductions cannot apply to concluded Agreements and cannot be the reason of any objection by the Travellers to the Organizer.

## **7. SERVICE CATEGORIZATION AND DESCRIPTION:**

All services listed in the Program include standard services of average quality, common and specific for certain destinations, places, and objects. In case the Traveller would like to have some services not included in the Program, a Special Agreement should be concluded.

The Organizer is not responsible for the description of services in catalogues – publications or on websites of intermediaries and direct service providers (e.g. Hotel, Airlines etc.), unless addresses the Traveller to those. The Organizer is only responsible for the service descriptions contained in their Programs, or on its website. Accommodations objects and units, vehicles and others services, described according to the official categorization of Organizer's country of registration at the time of publication of the Program, are different and not comparable from destination to the destination, but within same destination. Meals, comfort and quality of service depend primarily on the package price, the chosen destination and categorization, determined by local-national regulations and out of control and influence of the Organizer.

Date of commencement and completion of travel established by the Program, does not include all-day stay of the Traveller in the accommodation facility or destination. Time of departure or arrival of the Traveller and checking-in and checking-out of the accommodation, depends on border crossings procedures, road conditions, permits the competent authorities, technical and weather conditions or force majeure, which may affect the time of departure of aircraft and other transportation vehicle that the Organizer cannot influence on, and therefore in such cases the Organizer is not responsible for the complaint. The first and last day of the Program are designed for travel and do not involve stay in a hotel or place of destination – but merely indicate the calendar day of the beginning and end of the

trip, so the Organizer is not responsible for the late, night or early morning flight, entering the room in the late evening, leaving the hotel in the early morning hours etc.

For airplane arrangements the agreed travel commencement time is traveller's meeting at the airport, which is at least 2 hours earlier than the first published time of departure of the airplane. In the case of delay of the flight, the Organizer is not responsible for such delay, while national and international regulations in the field of air carriage are applicable. Commonly, departure and arrival, take-off and landing of aircraft for charter flights are in the late evening or early morning hours, and if the Traveller is provided at the start or end of the travel with a so-called "cold meal / lunch box" in the accommodation facility, it is considered that the Agreement is fully implemented.

Service of the tourist guide, escort, local guide, animator or local representative does not mean their whole day and continuous presence, but contact and necessary assistance to the Traveller, as per predetermined periods of availability, published on the information board or in some other way. Instructions and guidelines of the authorized representative of the Organizer (in particular in relation to the time of departure, transportation, accommodation, legal and other regulations), bound the Traveller, and non-compliance with the above mentioned instructions is a violation of the Agreement, and for all possible consequences and damages in such cases the Traveller is responsible in full. Changes or deviations of individual services which are not caused by the will of the Organizer are allowed, if they do not reflect negatively on the whole concept of the agreed travel. If as per above mentioned reasons, the flight or transportation should be moved to another airport or city, the organizer is obliged to offer to the Traveller other suitable transport, until the completion of tourist travel, at no extra cost to the Travellers as well as to pay any difference in price between the agreed price and provided services / Article 103, Law on Consumer Protection /. Organizer will bear all the costs of alternative transport at least for the ticket of 2nd class carriage.

When a third party takes the place of a person who booked certain tourist services, the Organizer has the right to charge incurred costs of those necessary changes. The passenger and the person who comes into her/his place are jointly liable for payment of the agreed price and the cost of passenger replacement. The Organizer will not accept the replacement of the Traveller if the change is not done on time, if there are special requirements in relation to travel or it is not in accordance with the law or other legal regulations.

## **8. ACCOMMODATION, MEALS AND TRANSPORTATION:**

8.1. Accommodation: obligatory indicated in the Tour Program with the notice that:

- The Traveller will be accommodated in any officially registered accommodation unit in the accommodation facility described in the program, regardless the characteristics of the Traveller, the location and position of the building, number of floors, the proximity of noise, parking and other characteristics,
- Earliest check-in of the Traveller in the accommodation is after 16:00 on the day of the use of service, and latest check-out is at 09:00 on the last day of service use. The Traveller has no right for a refund due to voluntary leave of the accommodation object, nor for the hotel services price or transportation price,
- Three and four bed accommodation units (room, a studio, apartments and similar) are determined in accordance with the categorization and regulations of Company's registration country,
- Air conditioning in accommodation unites varies from destination to destination and does not imply the continuous 24-hours use of A/C,
- The Organizer is not responsible for damage caused to the Traveller due to her/his failure to comply with regulations, prescribed by the rules and practices established by the airline, hotel and other direct service providers,
- After the start of tourist travel, and sue to sudden and justified reasons, the agreed accommodation may be, without the consent of the Traveller, replaced with the accommodation of the same or higher category in the agreed place of accommodation at the expense of the Organizer, accommodation in hotels of lower categories can be done upon the consent of the Traveller and refund price difference caused by the reduced category of accommodation facility,
- The Traveller assumes the obligation to get acquainted and respect the rules of behaviour in the accommodation facility, and in particular: the deposit and storage of money, jewellery and valuable

room, check-in and check-out time etc., as the Organizer is not responsible for the damages incurred on that basis.

Alimentation: mandatory indicated in the Tour Program, with the notice that:

- Diversity, food quality and food service depends mostly on the price of the arrangement, category of the object, destination and local customs, regardless whether meals are served on the basis of self-service or menu service,
- “All inclusive” term or any other term stands for services under the internal accommodation rules and does not have to be identical within the same category at the same destination. The organizer introduced to the Traveller the content of „All Inclusive Services” in written form,
- Breakfast, unless otherwise indicated in the Tour Program, stands for the continental breakfast,
- If Hotel capacity is over 30%, it is possible that instead of self-service, the food is served by the waiter, if the meal is included in the Tour Program.

The accommodation facility has identical alimentation conditions, regardless if the Travel Agreement includes children, elderly people or persons with special needs. In case the Traveller makes a different arrangement with direct alimentation service provider on the spot, the Organizer shall not bear any responsibility for the inadequately performed alimentation service.

8.3. Transportation: Unless specifically agreed on different conditions:

- Transport and transfers are operated by standard tourist buses or other vehicles; according to the regulations and criteria applicable in the country in which the carrier is engaged by the Organizer, and the regulations, principles and rules of the carrier (e.g. transfer in any transportation vehicle does not imply having numbered seats, no meal or drinks included during transfer, etc.). The passenger is obliged to accept any offered place in the transportation vehicle,
- The Organizer has the right to hire all types of tourist buses that meet the requirements of the regulations (coach or double decker), as well as other means of transport, in case of other circumstances: when a mini bus is engaged, it is necessary to define the number of seats,
- During the ride, toilets in the buses are not used unless otherwise approved. The Traveller is obliged to compensate all the damages caused by her/his negligence in the transportation vehicle on spot. The Traveller is obliged to check her/ his personal and travel documents and luggage before transportation, and in case of detected irregularities, inform the guide / tour leader,
- The passenger is obliged to behave in a proper manner in the transportation vehicle and respect the rules on the carriage of passengers and traffic regulations, otherwise the Organizer has the right deny the transportation, or in the presence of the police, take the Traveller of the transportation vehicle after which transportation to the destination will not be the responsibility of the Organizer. If the Traveller due to be taken off the transportation vehicle, decides to cancel the trip, the case is the subject of the cancellation scale from point 12 of the General Conditions,
- The driving route, pauses, places and duration of pauses are determined by the guide / tour leader. Guide / tour leader-driver has the right to change the timetable, route, local sightseeing order due to unpredictable, unavoidable or security reasons and similar circumstances. – The Traveller is obliged to obey instructions of the driver or guide / tour leader (duration of the pause etc.),
- The incompatibility of the personal data given to the Organizer with the information in the Traveller’s passport (name of the passenger etc.) may result in the issuance of a new airline ticket, with expenses or even declaring the ticket invalid, for which the Traveller is responsible. The passenger is responsible for his airline ticket from the moment he gets it at the airport or in the agency. There is no possibility of issuing duplicate airplane tickets, nor the boarding card. The Traveller is fully responsible for the consequences in case of the loss during the journey,
- Airline or special transport tickets are valid only for the dates and times indicated in them,
- The transport of passengers by air, rail, sea, river or lake means of transportation are carried out under direct responsibility of these carriers, determined in accordance with the regulations and rules custom for those modes of transportation, and beyond the influence and responsibility of the Organizer.

## **9. TRAVEL DOCUMENTS, HEALTH AND LEGAL REGULATIONS:**

All terms and conditions published in the Tour Program relate exclusively to citizens with travel document of the Republic of Serbia. The Organizer is not responsible and is not obliged to inform the Traveller – citizen of another country about the conditions (visa, customs, health etc.) valid for the

destination or transit country, but the Traveller is obliged to get informed at the competent consulate, ensure the necessary conditions and documents in a timely and correct manner. For a foreign trip the Traveller must have a valid travel document with a validity period of at least 6 months after the end of the trip, and in due time, provide the Organizer with the correct and complete necessary data and documents for obtaining a visa, if it is obtained by the Organizer. The representative of the Organizer or the Agent is not authorized to determine the validity of travel documents and other documents. When the Organizer mediates in the visa obtaining procedure, it does not guarantee the obtaining of a visa, nor obtaining visa within the deadline and not imply any responsibility of the Organizer in case of the inaccuracy of travel and other documents, or in case border authorities or immigration services do not approve entry, transit or further stay in the destination country to the Traveller. If the Traveller loses travel documents or has them stolen during the journey, she/he is obliged at her/his expense timely provide new travel documents and to be responsible for all possible harmful consequences due to the loss / theft.

The Traveller is obliged to agree on Special Services related to his health condition, for example, Specific alimentation and accommodation etc., due to chronic diseases, allergy, disability, etc., otherwise the Organizer does not assume any special obligations, responsibility or damage on this basis. For journeys to countries where special rules apply, which include compulsory vaccination or provision of certain documents, the Traveller is required to perform the necessary vaccinations certificates and provide appropriate confirmation of the needed documents, and in the event of eventual consequences, bears responsibility for the damage.

The Traveller is strictly obliged to respect Customs, foreign exchange and other regulations of the Republic of Serbia, transit states and countries in which she/he resides, and in the event of the inability to continue the travel and stay or everything else, all the consequences and expenses shall be the responsibility of the Traveller herself/himself.

If the trip cannot be realized due to the Passenger's failure, in relation to the provisions of this point, the provisions of point 12 of the General Conditions shall apply.

## **10. LUGGAGE:**

The Traveller is specifically warned that: carrying check-in piece of luggage of the certain weight determined by the air carrier is free of charge. The additional piece luggage is paid by the Traveller as per the valid price list of the air carrier indicated in the Travel Program. Transportation of special luggage from the airport to the hotel and back is the obligation of the Traveller. Special safety rules for hand luggage are applied at all airports, and we recommend that the Traveller gets acquainted with those at service desk at Nikola Tesla Airport in Belgrade, by tel. +38111 / 209-4444 or at the website: [www.beg.aero](http://www.beg.aero). In case of damage and loss of luggage during the flights, the Traveller is obliged to report about it without delay on-site to the competent airport luggage department, as airlines generally refuse compensation if the complaining person does not fill in and submit a report for the damage claim. The passenger is obliged to report the loss, damage or loss of luggage, during the trip, to the representative of the Organizer.

In case of bus transportation, the Traveller can take 2 pieces of luggage for each reserved seat, and hand it over to the authorized person of the Organizer. Children under two years of age do not have the right for free luggage. The Traveller is obliged to take care of his belongings taken to the cabin of the vehicle, when handing or taking back the luggage to/from the authorized person of the carrier, or when entering it into the accommodation facility. All of his rights as stated above, the Traveller realizes through the Travel Organizer, or directly through the carrier, provider of accommodation or insurance services, in accordance with applicable international and domestic regulations. Transportation of luggage from the parking lot to the accommodation unit is the obligation of the Traveller (the transport will be as close as possible to the accommodation facility). The Organizer is not responsible for forgotten belongings in the transportation vehicle.

Except for intent or negligence, the Organizer has no responsibility for expensive items, which are usually not carried with, except when the Organizer has explicitly took the items for storage.

Therefore, it is not advisable for the Traveller to carry valuable items during the trip, or in case she/he does, it is the Travellers responsibility to store valuable items properly and safely or to carry them. The duty of the Traveller is to visibly mark her/his luggage with her/his personal data, and not to leave personal documents, belongings and valuable items in a parked vehicle, since the Organizer is not responsible for their disappearance. It is recommended to carry documents, gold, valuable items,

technical instruments and medicines exclusively in hand luggage if applicable, and during accommodation, to deposit items in a safe, if possible.

The Traveller is obliged to report loss, damage or loss of luggage during the trip, to the representative of the Organizer.

## **11. CHANGE AND CANCELLATION OF THE AGREEMENT BY THE ORGANIZER:**

11.1. Before Travel commencement: The Organizer can only modify the Travel Program if the changes are caused by extraordinary circumstances that the Travel Organizer could not anticipate, avoid or change. Costs incurred as a result of modification of the Program are covered by the Organizer, and the cost reduction is paid to the Traveller. The replacement of the contracted accommodation can be done only with the facility of the same category, or at the expense of the Organizer – with the facility of a higher category at the agreed destination. If essential changes have been made in the Travel Program without justified reasons, the Travel Organizer must fully refund the amount received from the Traveller, who cancelled the travel due to changes. (Article 879, Law on Consumer Protection). The Organizer has the right to terminate the Agreement in case of:

- Insufficient number of passengers, which is mandatory indicated in the Travel Program, provided that the Traveller was informed of this within the deadline from the Travel Program prior to the commencement of a tourist travel, and
- Due to the impossibility of fulfilling obligations of the Agreement for which the contracting parties are not responsible, in case these issues had existed at the time of publishing the Program, it would be a justified reason for the Organizer not to publish the Program and sign the Agreement, With the obligation to refund to the Traveller the paid amount no later than 15 days after the day of the cancellation.

In case of accepting a new Agreement, the Traveller shall waive any claims against the Organizer, based on the originally concluded Contract.

11.2. During the trip: The Organizer during the trip, about what is obliged to notify the Traveller in the most appropriate manner without delay, reserves the right to change the day or hour of the departure, as well as the right to change the travel route and the necessary changes to the Program, if travel conditions change (change the flight schedule, emergency landing, vehicle breakdown, traffic jams or intense traffic at borders, closing of one of the site planned for the visit, changes in the visa regime, security situation, natural disasters or other extraordinary and objective circumstances and force majeure) without the obligation to cover the damages costs or any kind of expenses to the Traveller. In these cases, the Organizer shall bear any additional costs of amending the Program.

If the Traveller interferes in trip realization due to misbehavior, regardless of the warning, the Organizer may request compensation for any possible costs incurred.

In the event of occurrence of extraordinary circumstances during the trip that could not be foreseen in advance, which can be described as the force majeure (terrorist attacks, state of emergency, explosions, infections, epidemics and other diseases, natural disasters, climatic conditions, etc.) both contracting parties have the right to terminate the Contract, whereby the Organizer has the right to surcharge actual or full expenses and the obligation costs and is obliged to pay half the travel costs of return of the Traveller. The Organizer does not assume any responsibility if the Traveller refuses the offered return transfer with the provided means of transport.

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

### 12.1. Before the commencement of the trip:

In case of cancellation by the guest, refund policy will be applied by the terms stated in the list below. The guest is obligated to send official written cancellation notice. Given refund policy will be applied from the time of receiving the notification in writing. The shown refund amount represents a percentage of the total tour price.

For cancellation up to 60 days before departure – 100% refund.  
For cancellation from 59 days till 46 days before departure – 90% refund.  
For cancellation from 45 days till 31 days before departure – 80% refund.  
For cancellation from 30 days till 16 days before departure – 70% refund.  
For cancellation from 15 days till 8 days before departure – 50% refund.  
For cancellation from 7 days till the day of departure – 0% refund.

Beside all standard reasons, cancellation policy will also apply if tour participant cancel the tour with a reason that includes medical ground, visa issues, jury service etc

Changing the agreed place, date of travel, means of transport, accommodation facility, accommodation unit, visa application refusal, non-payment of the agreed price etc. is considered to be the Travel cancellation by the Traveller.

The following issues cannot be considered as justified reasons for the cancellation or termination of Travel by the Traveller: cases of local terrorist attacks, explosions, infections, epidemics and other diseases, natural disasters, climatic conditions, etc., for which a state of emergency has not been declared by the competent state authorities of the country of origin or country of Travel.

In case of travel cancellation covered by the insurance policy, the Traveller realizes her/his rights directly with the insurance company.

In the event of Agreement cancellation, the Traveller will not be refunded the amount paid to the Organizer for mediation in obtaining visas, as well as paid legal and other obligations.

12.2. After the start of the trip: If the Traveller does not use some of the contracted services due to the cancellation of the trip by his decision, the Organizer will try to obtain the refund from the service provider for the unused services. If the service provider does not return the funds, the Traveller is not obliged to be refunded the stated part of the price of the unused travel. In the event of an insignificant service or values, the Organizer shall be released from this obligation. If the Organizer does not perform a significant part of the services stated in the Contract, the Organizer is obliged to carry out certain preventive measures in order to continue the travel or to offer to the Traveller other appropriate services, until the completion of a tourist travel without additional expenses for the Traveller, all in accordance with the point 14 of these General Conditions, without influencing other Traveller's legal rights.

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

Travel insurance is not included in the price of the Travel. The Organizer advises on the conclusion of Insurance which is not regulated by the Law featuring the Travel Responsibilities Insurance, Health Insurance and Accident Insurance. In case the Organizer or the Agent offers travel insurance, it is considered only as mediation act. The Insurance contract is concluded between the Traveller and Insurance Company to which the complaints are addressed directly. Please, get acquainted with the conditions of your insurance and your obligations as per insurance contract. Insurance premium is not an integral part of the price of the travel and are due immediately upon the conclusion of the contract. By signing the Agreement the Traveller confirms that she/he is informed about the insurance and is recommended to purchase the travel insurance package.



Travel Insurance package does not cover compulsory health insurance, so the Traveller is advised to ensure she/he possess one as that could be the reason for the Border Authorities to deny the entrance in the State or the Traveller would pay the costs of treatment by her/himself.

In accordance with the provisions of Tourism Law, Tour Operator possesses Travel Guarantee in the amount of 300,000 EUR, which in case of: **A)** insolvency of travel organizers provides: 1. necessary accommodation, meals and return of Travellers to the city of departure in the country and abroad 2. receivables funds paid by passengers on the basis of the Tourist Travel Contract, which the tour did not realize 3. receivable funds paid to passengers in the event of trip cancellation by the customer, in accordance with the General Travel Conditions. 4. claims the difference between the payments received under the terms of Tourist Travel Contract and funds reduced in proportion to the non-execution or incomplete execution of the services covered by the travel program; and in case **B)** provides compensation for damage compensation caused to passenger by non-performance, partial performance or undue performance of obligations of the tour operator, which are stated in General Travel Conditions 1. For claims the funds paid by passengers on the basis of the Tourist Travel Contract services of which were not realized 2. Claims for the difference between the payments received under the Tourist Travel Agreement and funds reduced in proportion to the non-execution or incomplete execution of the services included in the travel program. The period of cover Travel Guarantee is from the date of its issue until the end of the tourist travel or until the return of passengers to the agreed destination. Tour Operator possesses **Travel Guarantee of the Joint Stock Insurance Company "TRIGLAV OSIGURANJE ADO BEOGRAD"**, Insurance Policy number **9900031812 from 20.02.2019.**, . Travel Guarantee is activated immediately, or within 14 days of the date of occurrence of the insured case at the TRIGLAV OSIGURANJE ADO BEOGRAD, Milutina Milankovića 7a, Belgrade, 011 3305 100, in writing or by telegram to the address or by mail: [office@triglav.rs](mailto:office@triglav.rs).

(The Traveller exercises his rights for damages compensation on the basis of the final Court decision / the decision of the Arbitral Court or other out-of-court settlement of a consumer dispute, in accordance with these General Conditions and General Conditions of YUTA.)

## **14. HELP, RECLAMATIONS, PRESECUTION AND DISPUTE SETTLEMENT:**

The Organizer is obliged clearly indicate at the sale office a notice regarding the manner and place of addressing a complaint, and to ensure the presence of a person authorized to receive complaints during working hours.

The Organizer is obliged to keep records of the received complaints, and to keep those for at least two years from the date of the submission of the Traveller's complaint.

The Traveller is obliged to notify about the complaint/problem the local representative of the Organizer without delay on spot, and in case of emergency, if local representative is not currently available, then inform the service provider (e.g. carrier, hotel manager, etc.), or if these persons are not listed in travel documents, then inform directly the Organizer .

**For assistance, emergency and other cases, as well as complaints, the Traveller can contact the Organizer via tel. Number +381. 11. 218.50.88, working days from 10 am – 6 pm, Central European Time or via e-mail: [office@victortours.com](mailto:office@victortours.com). For urgent and similar issues, the Traveller should indicate the number of the Agreement, the destination of travel, the name of the accommodation object, the names of the passenger, the address or telephone number, etc., through which she/he can be contacted.**

The Traveller is obliged to a well-mannered manner cooperation in order to resolve the problem within a reasonable time depending on the nature of the complaint (for example, the disappearance of electricity or water, poorly cleaned accommodation unit and other problematic issues) and accept the offered solution that corresponds to the contracted service.

If the cause of the complaint is not fixed on the spot, the Traveller with the representative of the Organizer shall make a written confirmation in two copies, which both parties compile and sign. The Traveller holds a copy of this confirmation.

If the cause of the complaint is resolved on the spot, the Traveller is obliged to sign a confirmation of it, the fact that she/he continued using an adequate alternative solution is considered to have realized the Agreement services entirety.

Local representatives do not have the right to recognize any claims for compensation, but the Organizer only.

The Traveller cannot demand a proportionate reduction in the price, termination of the Agreement and compensation for damages, if she/he fails to inform in the proper manner on spot and without delay, in a timely manner the authorized representative and the Organizer about the differences between the provided and contracted services.

If the issues are not resolved on the spot, the Traveller is obliged to submit a reasoned and documented complaint within the period of eight days from the day of the end of the trip, i.e. within thirty days from the date of facing the issue (written on-site complaint, invoices for paid expenses, demand for non-executed services, factually concretized and quantified in relation to each passenger, witnesses, and other evidence) and demand a refund of the difference in price between the contracted and non-executed or partly performed services. Each Traveller who signs the Agreement, on her/his behalf and on behalf of the persons listed in the Agreement, or a person with a authorized power of attorney for representation, reclamation, submits the complaint individually because the Organizer will not consider group complaints.

**It is desirable to submit the complaint in written form to the address of the Organizer, Knez Mihailova 21a, office 64,,11000 Belgrade, or to our mail [office@victortours.com](mailto:office@victortours.com).**

The Traveller may submit a complaint in oral manner at the sale office where she/he has concluded a Travel Agreement, or another place designated for receipt of complaints, by electronic means, or on a permanent data recorder, delivering the documentation on which the complaint is based.

The Organizer is obliged to take into account only timely delivered, reasoned and documented complaints, upon the complaint of the Traveller regarding the issue, which could not be resolved on site, and to issue a written confirmation or electronically confirm the receipt of the complaint, ie inform the Traveller on the number under which the complaint was filed in the record of the complaints received.

The Organizer within 8 days from the date of receipt of a proper complaint is obliged to provide a written response to the Traveller and pay the price difference. The Organizer can extend this deadline with the consent of the Traveller and record this delay in the record of complaints.

If the complaint is not complete and it needs to be re-arranged, the Organizer will provide the Traveller with an answer recommending to re-arrange the complaint it within the deadline, otherwise it would be denied.

In accordance with good business practices, the Organizer will respond within the legal deadline to the Traveller regarding the complaints that are untimely delivered or unreasonable.

Reduction of the price after the Traveller's claim can only be calculated from the price of the unsettled part of the service under complaint and cannot include the services that were used already, nor reach the amount of the total Agreement price. The amount of compensation, which is paid after the reasonable and timely reclamation under the terms of the Agreement, is proportional to the difference of unperformed or partially performed services. If the Traveller accepts the payment of the amount of proportional price reduction or other kind of compensation, it is understood that she/he agrees with the proposal of the Organizer for a peaceful settlement of the dispute, and in this way waived all further claims against the Organizer regarding the disputed issue, regardless the fact whether she/he has signed a written confirmation of a refund, with a clause on the final resolution of mutual disputes. It shall be deemed that the refund of the difference in price to the Traveller was performed and an agreement was reached with the Traveller in accordance with the law, these General Terms and Conditions of YUTA, when the Organizer offered the Traveller a real difference in the price for inadequately provided services, in accordance with the pricelist of the direct service provider, which was valid on the day of conclusion of the Travel Agreement, and other available evidence, proving that the Organizer acted in accordance with the positive regulations.

The Organizer shall not be responsible for omissions or for the damage caused to the Traveller by the direct service provider, who shall be responsible in terms of the regulations that apply to them, if the

Any Traveller's request to initiate prosecution before other persons, before the expiration of the deadline for resolving the complaint, shall be deemed premature, as well as notifying the public and the media, should be deemed breach of the Agreement.

## **15. TRAVEL PROGRAM ON TRAVELLER'S REQUEST AND INDIVIDUAL SERVICES:**

15.1. Travel programs on Traveller's request: Private Tour (hereinafter: Program on request) on the request of Traveller is a combination of two or more services, or multiday stay that includes only the service of accommodation in particular periods which is not listed in the offer of the Organizer i.e. which were not publicized by the Organizer, but was created on Traveller's request.

For Program on request all the provisions of this General Condition are applied in the same manner, except differently is not stated in this provision.

The Traveller has the right to terminate the Agreement about which she/he must inform the Organizer in written form.

The date of written cancellation of the Agreement is the basis for calculating of the fee that is surcharged by the Organizer expressed in percentage according to the scale of cancellation in relation to the total travel price, unless otherwise specified by the Program, as follows:

If the Traveller timely cancel the journey (90 to 60 days), the Organizer is entitled to charge administrative costs incurred during the Program preparation in the amount of (enter the amount in dinars), which is a part of the Travel price expressed in dinars.

15% if the trip is cancelled from 59 to 30 days before the start of the trip,

20% if it is cancelled 29 to 20 days before the start of the trip,

40% if it is cancelled 19 to 15 days before the start of the trip,

80% if cancelled 14 to 10 days before the start of the trip,

90% if cancelled 9 to 6 days before the start of the trip,

100% if it is cancelled 5 to 0 days before the start or during the trip.

15.2. Individual services and "Reservations on request": If the Traveller reserves only one service, the Organizer acts only as an agent of providers service (hereinafter: Service Provider) and does not legally act as the Travel Organizer, but as an intermediary.

For individual and "bookings on request", the Passenger shall operate an advanced payment in the name of the deposit of the booking cost, which may not be less than 50 EUR, in RSD value as per Offer Exchange Rate of the bank of the Organizer, on the day of payment. If the reservation is accepted by the Traveller, the deposit is calculated in the price of the service. If a reservation is not confirmed by the service provider within the agreed period, the deposit is returned in full to the Traveller. If the Traveller does not accept the offered or confirmed reservation, which is in full compliance with the requirements of the Traveller, the amount of the deposit is fully retained by the service provider.

Apart from her/his negligence and carelessness, the Service Provider is not liable for any defects, material and physical damages done during individual travel services at the request of the Traveller, for which the Organizer is only an intermediary between the Traveller and the direct service provider (e.g. individual accommodation, transport, tickets for sports events, excursions, rent-a-car, etc.). By obtaining evidence of a contracted individual service, a contract relation enters into force, exclusively between the Traveller and each individual service provider.

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

Personal data of the Traveller, which are given to the Organizer voluntarily, is confidential business data of the Organizer. The Traveller agrees that the Organizer may use personal information for the realization of the agreed Travel Program, the Organizer cannot inform any persons, other than persons specified by special regulations, about the address, place, time and price of travel and the name of the Traveller.

## **17. OBLIGATION OF APPLICATION:**

The Organizer may provide different provisions in relation to these General Terms and Conditions in Travel Program or Special Travel Conditions, due to special conditions and rules of cooperation with the direct service providers, as well as for travels with special content (sports event trips, congress and similar international events and special forms of tourism – student trips, hunting and fishing trips, extreme sports, etc.) and these Special Travel Conditions are an integral part of such Agreements. The inefficiency of certain provisions of the Agreement does not result in the inefficiency of the entire Travel Agreement, which applies to these General Terms.

The Traveller and the Organizer respectively agree on the jurisdiction of the YUTA Arbitral Tribunal, Belgrade, Kondina 14 for the settlement of mutual disputes, applying these General Conditions, as well as the General Conditions YUTA and the regulations of the Republic of Serbia. By agreeing on the jurisdiction of the YUTA Arbitral Tribunal, the Traveller keeps the right to initiate a certain procedure or protect her/his rights in the manner prescribed by the regulations of the Republic of Serbia.

These General Conditions entered into force on **20.02.2019.**

Aleksandar Jovanović, director of TA „ VICTOR TOURS DMC “ d.o.o. Belgrade