

According to the article 71 of the Tourism Law (`Sluzbeni Glasnik RS` No 36/2009, 88/2010, 99/2011, 93/2012 and 17/2019) the general manager of tourist agency `TALAS TRAVEL DOO` from Belgrade confirms the following, on the day of 29rd March, 2020

## **GENERAL TERMS AND CONDITIONS**

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

By signing the standard contract-confirmation-application of the travel (further here: **Contract**) with one`s own signature in the name of all the passengers (further here: **Passenger**) confirms that they are provided, with these General Terms (further here: **General Terms**), the travel Programme (further here: **Programme**) prepared and presented in advance, and they are familiar with these, like all the other passengers and that they accept these on the whole, and that they are familiar with the optional possibilities of the travel insurance.

Provisions of these General Terms make an integral part of the Contract between the Passenger and the travel organizer (further here: **Organizer**) and are obligatory for both contract parties, except the provisions defined by the special written contract of Programme. Prior to the Contract signing the Organizer may, anytime, alter the description of the services in the Programme. Passenger and Organizer accordingly state that, before the Contract signing, Passenger is in a timely manner informed about all the possible information changes in the Programme before the Contract signing.

If possibly there is a difference between the Passenger`s application and the altered offer by the Organizer, the new Programme is understood as a new offer and obliges the Organizer in the next 48 hours. If the Passenger does not inform the Organizer within the stated period that they do not accept the newly designed Programme – offer, the Contract is considered to be terminated. The travel Organizer introduces the Passenger with the name and the address of the person whom they signed the contract with about travel warranty, in the case of insolvency.

**1.APPLICATIONS, PAYMENTS AND THE CONTRACT:** The application is provided by the Passenger in written, or on the permanent record carrier, or via e-mail. Passenger can apply for the travel in the central organization or the organization branches that is to say in the distant specific premises of the Organizer, as well as in tourist agencies which have the Contract on Intermediary Agreement signed with the Organizer (further here: Agent). When the Agent in the Programme of the Organizer as well as in the Contract with the Passenger does not specify their entitlement of the Agent, the Organizer is not responsible for the performance of the Programme to the Passenger, that is the obligation of the Agent. The Passenger`s application becomes valid when it is confirmed by the Contract signing in a way that the application is completed and by paying the 30% of the arrangement price in advance, unless stated otherwise by the agreement. The rest of the amount from the Contract is paid fifteen days before the beginning of the travel, unless stated otherwise by the Contract. If the Passenger does not complete the payment on the whole within the stated period, the travel arrangement is considered to be cancelled by the Passenger in accordance with the line 12 of the General Terms. Every payment in advance is considered as

payment for all the Passengers not only for one Passenger from the Contract. The Contract Signatory is responsible for the settlement of the debts of all their co-passengers.

By signing this Contract, the Programme (announced in forward or altered after) becomes its integral part. The Programme can be changed if the Contract parties confirm differently or if the changes happen due to the higher force. If it comes to the cancellation or alternation of the Contract the cancellation regulations and alternations are valid for all the Passengers listed in the Contract.

For payment timeliness the date of paying on the Organizer or the Agent's account is valid. In the case of untimely full payment, paying in advance or paying the rest of the amount of the arrangement, the travel Organizer may cancel the Contract and ask for the refund compensation in accordance with the line 12 of these General Terms.

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

- To put into the Contract, apart from the services of the Programme, the specific demands of the Passenger which exclusively the Organizer complied with,
- To pay the proportional real difference between the price in the Contract and the travel price decreased proportionally because of the non execution or incomplete execution of the Contract (further here: Decreased price) in relation with the timely valid written reclamation – complaint of the Passenger in compliance with the law and these General Terms unless the mistakes in the Contract execution happen: by the Passenger's fault or they are assigned to the third party who was not the direct provider of the service by the Contract in the realisation of the Programme, by impact of the higher force or unpredictable events which the Organizer cannot affect on and whose consequences are inevitable despite the paying all of the attention or some other events which the Organizer could not predict and overcome,
- To take care of the rights and interests of the Passenger in accordance with all good business practise in this field,
- Prior to the journey, to provide the name, address and telephone number of the local representative, or local partner agency and, especially and according to the need, the address and telephone number of the Organizer for the help needed to the Passenger,
- Is not responsible for the services provided to the Passenger by some other parties apart from the Programme,
- All spoken and any other kinds of information which are different from the ones included in the Programme, Contract or Special Contract and these General Terms do not oblige the Organizer and cannot be the basis for making complaints or reclamations of the passengers.

### **4. RESPONSIBILITY AND RIGHTS OF THE PASSENGERS:**

- To acquaint themselves in detail, as well as all parties from the Contract, with the Programme and General Terms, to point out the special demands which are not incorporated in the Programme,

- To ensure themselves the optional policies of travel insurance because those are not provided and not the responsibility of the Organizer,
- To pay the stated price under the conditions, terms and in a manner confirmed in the Contract,
- To provide the Organizer with the accurate, complete information and documentation needed for the organizing of the travel and guarantee that they, their documentation, luggage etc. fulfill the specific regulations of this, transit and destination country (border, customs, sanitary, monetary and other regulations),
- To compensate for the damage which is done to the direct service providers or third parties by breaking legal and other regulations and these General Terms,
- To timely name the other party to travel instead of them, to compensate to the Organizer for all the real expenses caused by the substituting and to solidary take responsibility for the unpaid part of the price stated in the contract,
- To urgently, on the very spot state a justified complaint according to the rule in written form to the organizer or the parties listed in the travel documentation,
- To get informed prior to the contract signing and via the Ministry of External Affairs site of the Republic of Serbia [www.msp.gov.rs](http://www.msp.gov.rs) and in other ways about the countries of so called high or medium risks,
- To get informed by the Organizer about the accurate time and pace of the departure most late 24 hours before but not earlier than 48 hours,
- To get informed by the licensed agents of the Organizer about the accurate time and place of the departure and the return from the journey most late 24 hours before but not earlier than 48 hours,
- To respect the time of the departure and return, in the case of being late the passenger will be considered to have given up the travel,
- To respect the time of the leaving to sightseeing tours, in case of being late the Passenger will be considered to have given up and there is no possibility of the refund.

**5. THE PRICES AND THE CONTENT OF THE SERVICES:** The prices are given in a foreign currency and the payment calculation is executed in RSD (dinars) in compliance with the selling exchange rates of the Organizer's business bank on the day of the payment, that is to say in compliance with the rates stated in the Programme or unless stated otherwise. The prices are formed according to the business policy of the Organizer and cannot be the subject of the Passenger's complaints.

The price from the Contract includes, in advance prepared and announced combination of at least two or more following services of the average quality, usual for the given destination and the objects: accommodation, catering in the restaurant, transportation, journey preparation and organization which the stated unique price the Passenger pays is for (further here: **Standard Service**).

The price from the Contract does not include, if something else is not particularly agreed (further here: Special Contract), expenses: airport and marine taxes, local tourist guide, the representative

of the Organizer, tourist animator, facultative programmes, using of the sunbeds and sunshades, providing the visas, enter fees to the objects and manifestations, passenger and luggage insurance, room service, room bar service, air conditioning, recreational, medical, phone and other services, special seat reservation in the public transport, single room accommodation expenses, special characteristics room (the view, floor, the space, balcony etc.), additional meals and others (further here: **Special Services**). The Agent is not authorized to arrange special services in the name of the Organizer which are not planned in the Programme. The conditions which refer to obtaining the discount for children as well as for the other conveniences which are specially given in the Programme are regulated by the direct providers of the service and these should be understood restrictively (e.g. for children 0-2 years old it is relevant the calendar period when the child is two years old in relation with the day of the journey beginning, not the date of the Contract signing). In the case of falsely stated age of the passenger the organizer has the right to charge the difference to the correct arrangement price with the extra paying of 3,000.00 RSD for the manipulative expenses.

The price does not include and the Organizer cannot be responsible to the Passenger for facultative and afterwards performed services which are done and charged by the foreign agent partner, that is to say, the direct provider of the service, and have not been planned by the Programme or Special Contract, as well as for the participation of the Passenger in sports and other activities.

Facultative programme represents non obligatory part of the travel programme and depends on the number of passengers applied. The price mostly includes the reservation expenses, transportations, guide, tickets and organizing expenses... The dates of facultative programmes are changeable and depend on the locality free time, number of passengers applied and real circumstances.

**6.THE CHANGE IN PRICE AND THE PASSENGER'S RIGHT TO CANCEL:** The Organizer can demand the increase of the stated price most late 8 days prior to travel beginning if after the Contract signing there has come to the change in the exchange rates of the currency when the price is expressed in RSD or to the exchange in tariffs of the transportation and in other law abiding situations, and due to the disorder on the monetary market as well.

For the increase of 10% of the stated price the consent of the Passenger is not needed and this is not the basis for the Contract terminating.

If the increase of total stated price is above 10% the Passenger has the right to demand to change for the similar Programme, without the extra payment, from the Organizer's offer or can terminate the Contract without being responsible for the refund of the damage to the Organizer if the Passenger informs the Organizer about it within most late 48 hours from the delivery of the written information about the price increase. If within the specified period, the Passenger does not inform the Organizer in written that they cancel the Contract it is understood that they agree on the new price and which can be also considered through the payment execution as well.

Afterwards price decrease in the Programme cannot refer to already signed Contracts and cannot be the basis of any complaint towards the Organizer.

**7.CATEGORIZATION AND DESCRIPTION OF THE SERVICE:**

All the services listed in the Programme imply the standard service of the average quality, usual and specific for the certain destination, places and objects. In the case that the passenger wants some other services out of the Programme, the Special Contract must be signed on that occasion.

The Organizer is not responsible for the service description in the catalogues – publications or on the web sites of the Agents and direct service providers (e.g. the hotels, transportation agencies and other parties). The Organizers web-site is informative. There is a possibility of some other information different from the current, though the site is regularly updated. All the information should be checked directly in the agency.

The Organizer is responsible only for the service description included in their own Programmes, considering that the obvious printing and accounting errors can give the right to the Organizer to challenge the Contract.

Accommodation objects and units, transportation needs and the other services are described according to the official categorization of the domicile country during the period of the Programme publication and are different and not comparable considering destinations, even not within the same destination. Food catering the restaurants, the comfort and the service quality most of all depend on the arrangement price, chosen destination and the categorization defined by local-national regulations and are out of the control and the influence of the Organizer.

The date of the beginning of the journey and its return settled by the Programme does not include the whole-day stay of the passengers in the accommodation object or the destination. The time of the departure or return of the passengers and their entering or leaving the object is conditioned by the procedures on the border crossings, conditions on the roads, authorities'-in-charge permissions, and technical and weather conditions or by higher force which can affect the departure time of the plane or some other transportation means which the Organizer can affect on. Because of this the Organizer is not responsible for this situations. The first and the last day from the Programme are planned for the travelling and do not include the stay in the hotel or the destination – but only mark a calendar date of the beginning of the journey, so the Organizer is not responsible for the evening, night or early morning flight, entering the room in the late night hours, leaving the hotel in the early morning hours and so on. The days and the Programme are counted by the calendar .

For airplane arrangements the settled time of the journey beginning is the gathering of the passengers at the airport which is at least two hours prior to the firstly announced departure time by the air company. In the case of postponing of the mentioned departure time on the plane the Organizer does not take any responsibility but the national and international regulations from the field of air traffic are exercised. According to the rule, the departure - return, taking off – landing hour of the airplane for the charter flights is in the late evening or early morning hours and if for e.g. the stated starting of the last meal in the shape of so called "cold meal" is provided out of or in the accommodation objects, it is considered that the Contract is executed on the whole.

The service of the tourist guide, companion, local guide, animator or local representative does not consider their whole day service and continuous presence but only the contact and the help needed for the Passenger in the hours settled in advance of the periodical on-call duty announced on the notice board or on some other suitable way. The instructions of the authorized Organizers'

agent (especially in relation to the departure time, transportation, accommodation, legal and other regulation etc.) oblige the passenger, and not respecting these instructions represents the violation of the Contract and all other possible consequences and damages are totally at the expense of the Passenger in that situation.

The alternation or deviation from the certain services which are not caused by the will of the Organizer are allowed unless they negatively affect the arranged travelling concept on the whole. If, out of the stated reasons, the flight or the transportation is to be transferred to the other airport or location, the Organizer takes all the expenses of the alternative transportation minimum at the price of the transportation ticket of the second class.

If the third party comes to the place of the party that booked the specific tourist service the Organizer has the right to get the compensation for those alternation expenses needed. The Passenger and the party that takes their place solidarily are responsible for the payment of the price stated and the Passenger substituting expenses. The Organizer will not accept the substituting of the passengers if the change is not in a timely manner, if there are special demands regarding the travel or it is not in compliance with the legal or other law regulation.

## **8.ACCOMMODATION, CATERING IN THE RESTAURANT AND TRANSPORTATION:**

8.1. Accommodation: Unless stated otherwise in the Contract:

- The Passenger will be accommodated in any officially registered accommodation unit in the accommodation object described in the Programme, not considering the specificities of the passenger, location and the locality of the object, the floor, vicinity of the noise, parking and other characteristics,
- The accommodation of the passengers into the object is most early after 16:00 h on the day of the beginning of the usage of the service, and leaving it is most late until 09:00 h on the day of the ending of the service using. The Passenger does not have the right for the refund due to the leaving prior to the stated date or temporary leaving by their own will or guilt, neither for the hotel service price nor the transportation price,
- Three-bed or four-bed accommodation units (rooms, studios, apartments and other) in compliance with the categorization and the regulations of the domicile country are most usually standard two bed rooms with one, or two side beds which are usually wooden or metal collapsable constructions and which can deteriorate, in a significant manner, the quality of the accommodation,
- Functioning of air conditioning in the accommodation objects is different throughout the destinations and objects and does not consider permanent 24-hour service,
- The Organizer does not take any responsibility for the losing or the stealing of any valuable possessions, precious possessions and other passengers' possessions, nor for the damage on this topic,
- The Organizer is not responsible to the Passenger for the damage caused by Passenger's not respecting the legal regulations, written rules and customs stated by the transportation agent, hotelier and other direct service providers,

- If two or more people booked together two bed or more-bed room or ship cabin etc. and there is no third person who substitutes one of them, the Organizer has the right to charge the full price of the accommodation unit,
- After the beginning of the tourist travel, and due to the unexpected and justified reasons the agreed accommodation can be, without the Passenger`s agreement, substituted for the other accommodation in the objects of the same or higher category in the accommodation place from the Contract at the expense of the Organizer, while the accommodation in the objects of lower category can be done with consent of the Passenger and the refund of the difference in price proportionally decreased due to the category of the accommodation object,
- The accommodation in the objects out of the agreed accommodation place can be done with consent of the Passenger,
- The Passenger takes the responsibility to get acquainted with and respect the codes of conduct in the facility and especially: depositing and saving of the money, valuable things, taking the food and drinks in the rooms, respecting the house rules and entering and leaving the rooms at specific time, the number of the persons in the room etc. because the Organizer is not responsible for the damage done upon this subject.

#### 8.2. Catering: Unless stated otherwise in the Contract:

- The diversity, quality of food and food service depends mostly on the price of the arrangement, the category of the facility, destination and local customs, regardless of the services on the basis of buffet or menu service. There is mostly international cuisine.
- The service of ALL INCLUSIVE or ALL INCL. LIGHT and any other service represents the internal hotel rules and is not necessarily identical not even within the same category on the same destination. The Organizer introduced the passenger with the content of ALL INCLUSIVE service in written.
- Breakfast, if not stated otherwise in the Programme, includes the continental breakfast.
- If the occupancy in the hotel is below 30% it is possible that, instead of the buffet service, the food service is provided by menu service.

In the case that the Passenger comes to a different agreement with the direct food provider, on the spot, the Organizer does not take any responsibility for inadvecatly provided food service.

#### 8.3. Transportation: Unless stated otherwise in the Contract:

- The transportation and transfers are done with standard tourist buses or other means which comply to the regulations and criterias valid in the country the transportation agent is registered in and are hired by the Organizer, and the regulations, principles and rules are exercised by the transport agent (e.g. the transportation service does not include the numerized seats, nor meals nor drinks included). The passenger is obliged to accept any seat offered in the transportation means.
- The organizer has the right to hire all the kinds of tourist buses for transportation which fulfill the conditions designed according to the regulations (mini bus, bus, double-deckers), as well as other means if the conditions allow it.

-During the ride, the toilets in the buses are not available for use, if not otherwise allowed. The Passenger is obliged to compensate all the damage brought by their neglect in the transportation means on the spot.

During the stay in the transportation means smoking is forbidden.

- The Passenger is obliged to behave with manners suitable for the transportation means and to respect traffic regulations, if not the Organizer has the right not to approve the entrance to the transportation means or to send them away with the presence of police, and the further transportation in that case is not the Organizer's responsibility. If, due to the sending away from the transportation means, the Passenger wants to terminate the travel, the scale of cancellation from line 12 of the General Terms will be executed.

- The route direction, breaks, places and the duration of these are defined by the guide/driver. The guide/driver has the right to, due to unpredictable or inevitable or security and similar circumstances, change the schedule, itinerary of the route or the schedule of visiting the sights.

-Incompliance of personal data given to the Organizer with the data in the Passenger's passport (the passenger's name and other) may have as a consequence the writing of a new boarding pass/plane ticket, with extraexpenses or even claiming the ticket invalid for which the Passenger takes all the consequences. The passenger is responsible for their boarding pass/ plane ticket from the moment it is given to them at the airport or at the agency. There is no possibility of issuing a duplicate of the plane ticket neither the boarding pass. The passenger fully takes the consequences of its losing of the disappearance during the travel.

-Airplane or special transportation tickets are valid only for the dates and times marked on them.

-The transportation of the Passenger which is done by air, railway, sea, river or lake transportation means is directly the responsibility of these transportation agents defined according to the regulations and customs which regulate the transportation mentioned and are beyond the authority and influence of the Organizer.

-Airport transportation:

Airport transportation of the passengers is regulated by both international air traffic regulations and regulations of air companies hired by the travel organizer. All air travels on regular routes are to be done by economic class.

In the case of postponing the planned flight hour by the air company or the flight delay (on one or more regular or charter flights during the travelling), the Organizer does not take the responsibility for the consequences brought by flight hour change, but the valid air traffic regulations and laws are exercised.

Incompliance of personal data given to the Organizer of the travel with the data in the passenger's passport (like giving short or incomplete names by the passenger) has as a consequence issuing of a new air ticket (with the expenses on the passenger) or even claiming the air ticket invalid, before or during the journey. The passenger is responsible for their air ticket and the boarding pass when it is provided to them by the agency (in person by taking it to the agency, by e-mail, fax or from the guide at the airport or the agency officer in the office or the officer at the airport).



The passenger entirely takes the consequences of losing it or missing it during the travelling.

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

All the conditions given in the Programme refer only to the passengers with the Republic of Serbia passport. The Organizer does not take any responsibility and is not obligated to introduce the passengers from other countries with the conditions (visa, customs, health etc) which are valid for the destination or transit country but it is the responsibility of a foreign passenger to inform themselves with the consul in charge and that Passenger themselves provide all the necessary conditions and documentation in time and accurately. For travelling abroad the Passenger must have valid travel documentation. The passenger must have a valid travel document with the date of expiry at least 6 months more from the final day of the journey for travelling abroad and must provide the Organizer with the accurate and complete data needed and documentation for the visa if the Organizer is providing one. Neither the officer from the Organizer`s agency nor the agent is permitted to prove the validity of the travel and other documents. The Organizer does not provide but is just the agent in the process of applying. When the Organizer mediates in the process of applying the documents they do not guarantee for obtaining the visa, nor obtaining the visa within the certain period, and does not take any responsibility for irregularity of the travel or other document or if border authorities or immigration services do not approve the Passenger`s entry or transit or further stay. In this case it is understood that the Passenger cancels the arrangement and takes the expenses according to the line 12 of these General Terms. If, during the travel, the Passenger loses the travel document or it has been stolen, they are responsible to provide the new one at their expense and must accept all necessary harmful consequences upon this.

The Passenger is obliged to agree on the Special Services related to their health condition like e.g. specific diet, accommodation types etc. due to the chronic illness, allergies, invalidity etc. because if not the Organizer does not accept any obligation, responsibility or damage upon this. For travelling to the countries for which special rules are prescribed like necessary vaccination or providing the certain documents, it is the Passenger`s responsibility to do the needed vaccination and provide the adequate approval stating that in the case of possible consequences they take the responsibility for the damage.

The Passenger is obliged to strictly respect the customs, foreign currency and other regulations of the Republic of Serbia, transit and destination countries, so in the case of being impossible to continue the travel or stay and all the others, all the consequences and expenses are taken by the Passenger.

If the Passenger separates from the group during the travel, the guide or the travel Organizer will inform the authorities, the embassy of the country in question. The Passenger or their co-passenger will take all the possible consequences and expenses.

If the travel cannot be performed due to the Passenger`s neglect related to the certain regulations of this point, the regulations in the point 12 from the General Terms are valid.

**10.LUGGAGE:** The luggage transportation to the certain weight specified by the air company is free. The extra luggage is paid by the Passenger according to the valid companies prizes. Special luggage

transportation from the airport to the hotel and back is the exclusive obligation of the Passenger. On the all airports special safety rules are applicable related to the hand luggage, so we recommend that the Passengers inform themselves of more details at the Nikola Tesla Airport in Belgrade or by phone +381 11/209-4444 or on the web site [www.beg.aero](http://www.beg.aero). The luggage damage and loss on the flights is required to be declared with no hesitation on the spot, to the airport service in charge for the lost luggage, because air companies deny the refund if the fill-in form for damage claim is not filled in.

When travelling by bus the Passenger may take two pieces of luggage per seat user. The children up to two years old do not have the right to the free luggage. The Passenger is required to take care of their belongings taken both into the transportation means and the accommodation objects. All the rights upon this the Passenger fulfills directly by the travel agent, accommodation or insurance service provider, and according to the valid international and domestic regulations. The luggage transfer from the parking place to the accommodation unit is the Passenger's responsibility (the transportation will be as near the accommodation object as possible). For losing or damaging the luggage in the transportation as well as in the transportation from the parking to the accommodation object, and also for the forgotten belongings in the transportation means the Organizer does not take any responsibilities.

Except when by intention and utmost neglect, the Organizer does not have any responsibility for luggage and belongings that are usually not recommended to be taken with, except when they precisely have accepted to take care of them. That is why the Passenger is not recommended that they take valuable belongings to the travel, and on the contrary they must give them neatly for keeping must not to carry them around.

The duty of the Passenger is to significantly mark their luggage with personal data and that personal documents, belongings and valuable possessions are not left inside the transportation means, because the Organizer does not take any responsibility for their missing. It is recommended that documents, gold, valuable things, technical equipment and medicaments are carried exclusively in hand luggage.

The Passenger has the right to notify about their loss, damage or luggage losing to the Organizer's representative or the direct service provider during the travel.

## **11. THE ALTERNATION AND CANCELLING THE CONTRACT BY THE ORGANIZER:**

**11.1. Prior to the travel:** The organizer is obliged to inform the Passenger of any relevant change of the Programme in a way the Contract is signed by, most late 5 days before the travel starts, and the Passenger has 48 hours from the day they were informed to notify the Organizer whether they take the new offer or not. The acceptance of the new offer can be done through the payment of a new price. In the case of accepting the new offer, the Passenger has the right of proportionally decreasing the price when the new offer is lower than the previous, or they must pay the price difference, if the offer is higher than the previous one. If they do not accept any alternative offered by the Organizer, the Passenger has the right of refund of total price.

The Organizer has the right to terminate the Contract in the case of:

- insufficient number of the passengers applied, on the condition that the Passenger is informed about it most late 3 days before the travel starts and

- not being able to fulfill contract obligations which contract parties are not responsible for, and which would be, if they existed in the time of Programme publishing, a justified reason for the Organizer not to publish the Programme or sign the Contract, with the responsibility of refunding the already paid amount to the Passenger, most late within 15 days from the cancellation day.

Unless stated specifically in the Programme, to go on a travel, the least number of applied passengers should be: 40, for bus travel, 20 for regular air line travels in Europe, 15 for intercontinental air line travels, for special air charter flights, agreed by Contract or for trains or hydrofoils etc. at least 15 % of the total capacity per one mode of transportation.

In the case of accepting the new contract the Passenger denies their right to any refund from the Organizer on the basis of previously signed Contract.

**11.2. During the journey.**The Organizer, during the travel keeps the right, to change the day or travel hour, as well as to change the route or the Programme if the travel conditions change (flight schedule changes, forced landing, means of transportation breakdown, border or traffic jam, closing one of the sights planned for sightseeing, visa regime changes, safety situation, natural disasters or some other extraordinary and objective circumstances and higher forces) of which they must urgently and in a best possible way inform the Passenger, but without any responsibility or any refund to pay for the damage. In the mentioned circumstances the Organizer themselves take possible additional Programme change expenses. If the travel already begun terminates out of justified reasons, the Organizer has the right to be paid for real performed services. The Organizer is freed from Contract fulfillment, if the Passenger distracts the implementation of the travel due to bad or indecent conduct, not regarding the reprimending. In this case the Passenger must refund for the possible damage done to the Organizer.

In the case of extraordinary circumstances outbreak during the travel, which could not have been predicted in advance, and which can be referred to as higher force (terrorist attacks, state of emergency, explosion, contagion, epidemic and other diseases, natural disasters, climate conditions and others) both parties have the right of Contract termination, while the Organizer has the right to be paid for real performed service expenses and the responsibility of paying the half of the transportation expenses for the Passenger's return. The Organizer does not take any responsibility if the Passenger refuses to return with the transportation provided.

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

**12.1. Before the travel begins:** The Passenger has the right to cancel the travel, of which they are obliged to notify the Organizer in written, in a way signed by the Contract. The date of the Contract cancellation in written represents the basis for accounting the amount belonging to the Organizer, stated in percentages on the scale of cancellation in relation to the total price of a travel. Unless stated differently by the Programme, that is:

5% if the travel is canceled 45 days prior to its beginning,

10% if the travel is canceled 44 to 30 days prior to its beginning,

20% if the travel is canceled 29 to 20 days prior to its beginning,

40% if the travel is canceled 19 to 15 days prior to its beginning,

80% if the travel is canceled 14 to 10 days prior to its beginning,

90% if the travel is canceled 9 to 6 days prior to its beginning,

100% if the travel is canceled 5 to 0 days prior to its beginning,

Exceptionally from the mentioned above, the following scale of cancellation will be applied, and that is:

**a) Ship cruises**

5% at least 60.00 euros for 91 days prior to the travel beginning,  
15% from 90 to 45 days prior to the travel beginning,  
30% from 44 to 29 days prior to the travel beginning,  
50% from 28 to 15 days prior to the travel beginning,  
80% from 14 to 7 days prior to the travel beginning,  
95% from 6 to 3 days prior to the travel beginning,  
100% on the day of the travel beginning, not coming or terminating or cancellation during the travel

**b) For recreational holiday for kindergarden age, teaching in nature, students` excursionsions if the Contract is being cancelled completely (for individual cases within the excursion the first written scale of this point is applicable)**

5% if the travel is canceled up to 120 days prior to its beginning,  
20% if the travel is canceled from 119 to 90 days prior to its beginning,  
50% if the travel is canceled from 89 to 60 days prior to its beginning,  
80% if the travel is canceled from 59 to 45 days prior to its beginning,  
100% if the travel is canceled from 44 to before the travel begins or during it.

The change of the agreed place, time, day of travel, means of transportation, accommodation object, accommodation unit, not getting the visa, not paying the agreed price and similar will be considered as the Passenger`s cancellation of the travel.

The Passenger is obliged to compensate only for real, performed service expenses to the Organizer (transportation expenses, accommodation expenses, travel organization etc.), if the cancellation is done due to:

- sudden illness of a passenger, their spouse, child, parent, brother or sister or their adoptee,
- death of the passenger, their spouse, child, parent, brother or sister or their adoptee,
- a military service drill or natural disaster call-on duty or state of emergency officially declared by the destination country authorities.

For the cases mentioned above, the Passenger must deliver a proof to the Organizer, the proof from which the health insurance rights are exercised on the basis of temporary inability to work (the statement from the chosen general practice doctor, or the discharge list from a stationary health institution which clearly states the sudden illness in question and the inability to travel), or death certificate, or call for military drill. The states of local climate conditions, natural disasters, epidemic and other diseases, contagions, terrorist attacks, explosions, riots, strikes and other for which the state of emergency is not announced by the domicile or destination country authorities can be considered as justified reasons for cancelling or terminating the travel by the Passenger.

A sudden disease means a sudden and unexpected disease, or infectious disease or organic disfunctioning state according to the authorized doctor, that happens after the travel contract signing and is not in relation with, or a consequence of some previous health condition, and is of such a nature implying demanding treatment, stay in hospital (hospitalization) and makes going to or experiencing the travel impossible. In the case that the Passenger provides the substitute or the substitute is provided by the Organizer, the Organizer must reimburse the amount paid in total, with the deduction of only real and performed service expenses. The Organizer must sign the Contract with the new passenger in the case of passenger`s substitute.

In the case of travel cancellation covered by insurance, the passenger exercises their right directly from the insurer.

When cancelling the Contract, the Passenger is not given back the money paid to the Organizer for mediation while providing the visas as well as for paying legal and other obligations.

12.2. After the beginning of the travel: Since, due to the travel cancellation, the Passenger, by their own fault, did not use some of the agreed services, the Organizer will try to get the reimbursement from the service provider in the name of unused services. If the service provider does not reimburse the money, the Passenger does not have the right to compensate for the certain part of the price of the unused travel. If it is insignificant service or value, the Organizer is freed from this obligation. If by the Organizer's fault a significant part of the service is not performed but stated in the Contract, the Organizer is obliged to execute certain preventive measures so as to continue the travel, or offer the other correspondent services to the Passenger until the termination of the touristic journey, without additional expenses for the Passenger, all in accordance with point 14 of these General Terms of travel, not colliding with other legal rights of the Passenger.

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

The price of the travel does not include the travel guarantees. The travel Organizer recommends signing the insurance which is not regulated by the Law, that is to say, the insurance of travel responsibility, health insurance and accident insurance. If the Organizer and the Agent offer travel guarantees, this is only the mediation. The contract is signed only by the traveller and the Insurance Company, to which the demands are proceeded directly, if needed. The terms and conditions of the insurance are recommended to be read as well as the obligations from the insurance agreement. Insurance premiums are not the part of the travel price and are to be paid after the agreement signed. By signing the Agreement the Traveller acknowledges that they are informed and provided with the travel package insurance securement.

The travel insurance package does not cover obligatory health insurance, so the Traveller is advised to obtain one themselves, because if health insurance is not possessed it is possible that the border police do not permit the proceeding of the travel or that the Traveller pays the significant expenses of the possible treatment.

In accordance with the Law on Tourism, the Organizer has the travel guarantees in the amount of 300 000 euros which in the case of A) insolvency of the Travel Organizer provides 1) the expenses of the additional accommodation, meals, and the return of the Traveller to the place of departure location in the country or abroad, 2) claims of the sums paid by the Traveller on the basis of the Contract of Tourist Travel, which was not realised, 3) claims of the sums paid by the Traveller in the case of the travel cancellation by the Traveller, in accordance with the General Terms of The Travel, 4) claims of the difference in the sums paid on the basis of the Contract of tourist travel and the sums decreased in accordance with the non-performance or the under-performance of the services incorporated in the Travel Programme and in the case of; B) damage compensation provides the damage compensation, which is done upon the Traveller by non-performance or partial performance or non timely performance of the obligations of the Travel Organizer, which are defined by General Terms and Programme of The Travel: 1) claims of the sums paid by the Traveller on the basis of the Contract of Tourist Travel, which was not realised and 2) claims of the difference in the sums paid on the basis of the Contract of tourist travel and the sums decreased in accordance with the non-performance or the under-performance of the services incorporated in the Travel Programme. The period of the coverage of Travel Guarantees is from the date of its issue until the end of the tourist travel, that is, until the return of the Traveller to the departure location. Policy number 30000016737 is valid from 29<sup>th</sup> March 2020 Milenijum Insurance Company ado. The travel guarantee is activated without delay, that is, within 14 days from the day of insured event

occurrence, by e-mail [prigovori@milenijum-osiguranje.rs](mailto:prigovori@milenijum-osiguranje.rs) or mail to 3B Bulevar Milutina Milankovica st., 11070 New Belgrade. In case of insured event as a result of insolvency, the passenger can contact the Coris Assistant at the following telephone number: +381 11 3636999 or email [coris@coris.rs](mailto:coris@coris.rs). By calling the call center it is possible to provide forced accommodation, return of passengers to the country and complete support to the passenger 24h.

(The passenger exercises his / her rights for damages on the basis of a final and enforceable judgment, that is, a decision of the Arbitral Tribunal or other out-of-court settlement of a consumer dispute, in accordance with these General Terms and Conditions and the YUTA General Terms.)

Talas travel Ltd has deposited EUR 2,500 in the business account with Banca Intesa AD.

#### **14.HELP, COMPLAINT, LAW SUIT AND DISPUTE SOLVING:**

The Passenger is obliged to inform about their justified complaint urgently on the spot to the local agent of the Organizer and in urgent circumstances if the Agent is not available at the moment, to the direct service provider (e.g.transportation agent, hotelier etc.) or if those persons are not mentioned in the travel documents directly to the Organizer.

For help, urgent and other situations, and reclamations as well, the Passenger may contact the Organizer via telephone number +381.11/3626368, on work days 10:00 – 18:00 h, according to Middle European Time or via e-mail: [talastravel@gmail.com](mailto:talastravel@gmail.com). For urgent and similar actions it is required that the Passenger specifies the contract number, destination, name of the accommodation object, passengers` names, address or telephone number and other which they can be contacted through.

The passenger is obliged to kindly cooperate and patiently wait within 24-48 hour period in order that justified complaint is removed on the spot (e.g fridge breakdown, no electricity or water, poorly cleaned apartment etc.) and accepts the solution offered which corresponds to the service by the contract.

If the reason for complaint is not removed on the spot, the Passenger and the Organizer`s representative make the written statement about it in two copies which are signed by both parties. The Passenger must keep one statement for themselves.

If the reason for complaint is removed on the spot, the Passenger must sign the statement on this. Even if they do not sign, the fact that they continue using the adequate alternative solution is considered as an evidence of Programmes complete implementation.

Local representatives have no right to accept and recognize any compensation demands, but the Organizer exclusively has the right to it.

The passenger must not demand proportional decreasing of prices, Contract termination or damage compensation if unconscionably or not in a prescribed manner misses to inform the authorized representative or the Organizer on the spot, without delay, and timely about shortages between the provided and agreed services.

If the shortages are not removed on the spot, the Passenger is obliged to deliver the justified and documented complaint within 8 days from the travel ending, strictly to the Organizer (written complaint on the spot, bills of paid expenses, demand on unperformed service types focused on facts and quantified in relation to each passenger themselves) may demand the difference in price

compensation between the agreed and incompletely fulfilled or partially fulfilled services. Every passenger the signee of the contract applies the complaint in his own name and in the name of the person from the contract or in the name of the person with the power of attorney for representation, because the organizer will not consider group complaints.

The Passenger is obliged to deliver complaints and other judicial proceedings, in written exclusively on the address of the Organizer in Belgrade, 18/81 Balkanska street.

The Passenger can declare a spoken complaint in the place where the travel Contract was signed, or the other place specified for complaint reception, or via e-mail, or on the permanent record carrier, along with delivering of the documentation from which the complaint justification can be seen.

The Organizer is obliged to take into consideration only timely, justified and documented complaints upon reclamation delivered by the Passenger, whose cause could not have been removed on the spot, during the travel.

The Organizer is obliged to deliver / send written response to the Passenger within 15 days from the day of the correct complaint reception and pay the difference in price if there are grounds for this. The travel Organizer may extend this deadline with the consent of the Passenger and document it in the Book of Complaints.

Unless the complaint is complete and it is not required to be amended, the organizer will deliver the response to the passenger who must amend it within the specified period, otherwise it will be dismissed.

The Organizer will respond in accordance with good business customs within legal deadline also upon the reclamations which are untimely, unjustified or unclear.

The price decreasing upon the reclamation of the passenger may reach only the amount of the complained and not provided part of the service, it cannot include already provided services, nor reach the total amount of the price stated in the contract. The amount of reimbursement, which is to be paid upon the timely and justified complaint, is proportional to the level of not provided or partially provided service. If the Passenger accepts paying the reimbursement in the name of proportionally decreased price, or some other way of reimbursement, it is considered that they gave their consent for peaceful dispute solution, so in that way they renounce any further claims from the Organizer in relation with the disputable situation, no matter if they sign any written statement about refunding containing the clause on final solution of mutual disputable solution. It will be considered that the difference in price is paid to the Passenger and the mutual consent is reached in compliance with the law, by these General Terms and Yuta General Terms, when the Organizer offers a real difference in price to the passenger for inadequately provided services, in accordance with the direct service provider pricelist which was valid on the day of signing the travel contract, and other available evidences, so that the organizer acted in compliance with positive regulations. If acting thoughtfully during choosing the persons for providing those services, the Organizer does not take the responsibility for the service failure, or damage caused to the Passenger by the direct service providers that are responsible according to the regulations which refer to them.

Any request of the Passenger for initiating of the acts in front of other parties before the dispute solving deadline will be considered as premature as well as informing public medias as breach of Contract.

The travel Organizer is obliged to clearly notify, on the notice board, in the selling place, about the ways and place for filing the complaint and to provide the presence of the person in charge for complaint receiving during the working hour. The travel Organizer is obliged to document all the

complaints received, and to keep them at least 2 years, from the day of complaint filing by the passenger.

### **15. TRAVEL PROGRAMME ON PASSENGER'S DEMAND AND INDIVIDUAL SERVICES:**

15.1. Travel programme on Passenger's request: Individual travel (further Programme on request) of the Passenger is a combination of two or more services, which are not included in the Organizer's offer, or which the Organizer have not previously announced, but it is made on Passenger's demand.

The provisions of previous points of these General Terms apply to the Programme, on demand, if not stated differently by this point.

If, by Passenger's request, more individual services from the Organizer's offer are combined and signed by the contract (e.g. flight, circular tour etc.), the cancellation reimbursement is accounted by individual service and is added at the end.

The Passenger has the right to cancel the Contract, of which they are obliged to inform the Organizer in written. The date of written Contract cancellation is the basis for accounting the amount which belongs to the Organizer, expressed in percentages in relation to the total price of the required travel, if not stated differently by the Programme and that is:

5% if the travel is cancelled up to 60 days before its beginning (timely cancellation),

15% if the travel is cancelled from 60 to 30 days before its beginning,

20% if the travel is cancelled from 29 to 20 days before its beginning,

40% if the travel is cancelled from 19 to 15 days before its beginning,

80% if the travel is cancelled from 14 to 10 days before its beginning,

90% if the travel is cancelled from 9 to 6 days before its beginning,

100% if the travel is cancelled 5 days before its beginning or during the travel,

15.2. Individual services and "Reservations upon request": If the Passenger books or signs only one service, the Organizer acts as intermediary of Third-party services (further: Intermediary of services).

For individual reservations and "reservations on request" the Passenger pays the deposit in the name of the reservation expenses which cannot be less than 50 EUR in dinar (RSD) equivalent at the selling rate of the Organizer's bank on the day of payment. If the reservation is accepted by the Passenger, the deposit is counted in the service price. If the reservation is not confirmed by the Organizer within the stated period, the deposit is paid back completely to the Passenger. If the Passenger does not accept the offered or confirmed reservation, which is totally in accordance with the passenger's demands, the amount of the deposit is taken by the Organizer completely.

The Organizer, except for their carelessness and negligence, is not responsible for the shortcomings, material damage and bodily injury with individual tourist services on a passenger's demand, for which they are only the intermediary between the Passenger and the direct service providers (e.g. individual accommodation service, transportation, sports event tickets, excursions, rent-a-car service etc.). Receiving the evidence on the contracted individual service, contract relations shall enter into force exclusively between the Passenger and any individual service provider.

With individual tourist services the following scale of cancellation is exercised, if not stated differently in the contract:

**a) For hotel accommodation:**

up to 30 days before the beginning of the travel 10%

from 29 to 22 days before the beginning of the travel 15%

from 21 to 8 days before the beginning of the travel 25%

from 7 days before the beginning of the travel 50%



from 6 days and after the beginning of using the service 100% of the price

**b) For hiring a studio or apartment per unit:**

up to 45 days before the beginning of the travel 20%

from 44 to 30 days before the beginning of the travel 50%

from 29 days before the beginning of the travel 70% and

from 15 days up to and after the beginning of using the service 100%

**c) For hiring camp vehicles and motorbikes:**

up to 31 days before the beginning of the travel 20%

from 30 to 22 days before the beginning of the travel 30%

from 21 to 8 days before the beginning of the travel 50%

from 7 to 3 days before the beginning of the travel 65%

from 2 days before the beginning of the travel and if not coming 80%

**d) Hiring Rent-a-car vehicles:** The Passenger accepts on the whole the General Terms of hiring the vehicle which are in the Contract about hiring the vehicle.

If not stated differently in the contract about hiring a vehicle, the following rules apply:

Reservations and confirmations apply only for booked category of vehicles, never for the specific model. The agencies keep the right for providing the same or more expensive than the booked vehicle to the clients, which cannot be the reason, on any condition, for demanding for the damage compensation e.g. due to increase in fuel consumption. Rental fee for hiring is accounted upon the completed service.

According to the rule it is needed that the means are booked on the spot, or that safety deposit is left. In the case of car accident, damage or stealing of the hired vehicle the safety deposit is kept as a participation.

In the following situations the responsibility of the Passenger is exclusive and for: the damages caused by disrespecting the conditions of the hiring; extreme negligence or the state of being drunk during driving; damages on oil crankcase or on the vehicle's chassis; expenses caused for the hotel, telephone or transport; losing or damaging the keys; expenses for personal belongings damaged in the car accident and /or stolen from the vehicle; complete damage of pneumatics. In the case of a damage on the spot the Passenger is obliged to: inform the police immediately and make a police report about the accident and damage and inform the rent-a-car agency immediately. Neither the agency nor the insurance company can recognize neither partial nor total damage if the authorized driver drove under the alcohol or drugs influence etc. Insurance policy provides the coverage for the Passengers as well as the other authorized driver in accordance with the provisions of the General Terms of the insurance and hiring contract. Obligatory insurance policy covers, by the law, only the injury and/or the death of the person (passenger) and the damage brought to the third party and their possessions. The following documents are needed in order to accept the damage and the participation refund reclaim: police report and the damage report; a copy of the hiring contract; the evidence on paying the deposit (rent-a-car agency receipt and or a copy of credit card listing); original keys and the vehicle registration license.

Airport service fee for hiring the vehicle which starts at the airport is paid in the amount of 10% of the hiring contract amount. For taking or delivering the vehicle out of the location of the agency in the country, as well as abroad, the special fee is accounted. The Passenger can travel abroad by hired vehicle according to special conditions and with a special agency consent.

The used fuel expenses for the vehicle during that hiring period are paid by the Passenger. Baby seats, chains for snow etc., on demand, can be provided with added fee.

The passenger states that their personal information taken in the hiring contract are credible and that they agree they can be transferred to the third parties in order to check their identity and financial credibility.

- e) **Other individual services:** Certain services booked like tickets for concerts, opera, theatre, balls, transport tickets (e.g. metro, train, bus), fairy tickets, ski-pass, sightseeing tours tickets, museum entrance fees and individual transfers etc. while possible cancellation, the Passenger is accounted to pay the amount of every agreed individual service.

With agreed individual transport service in the case of untimely cancellation already received tickets should be given back for the flights, railway tickets or ferry tickets or otherwise the full amount of the price must be accounted.

In the case that the Passenger booked a studio or apartment for a holiday, the Organizer warns that there is a possibility that lessor of the apartment may ask for a certain deposit for side expenses and possible damage while taking the apartment for the holiday.

**16. PROTECTION OF THE PERSONAL DATA OF THE PASSENGER:** Personal data of the passenger, given by them freely represent the business secret of the Organizer. The Passenger agrees that their personal data can be used by the Organizer for implementation for agreed travel programme, whereby the addresses, place, time and price of the travel, names of other passengers cannot be announced to other parties except to those in charge by special regulations.

**17. APPLICATION OBLIGATION:** The Organizer may plan different provisions comparing to these General Terms by the Programme or Special travel conditions, due to special conditions and direct service provider rules, as well as for the travels with special content (due to organizing sports, congress and similar international manifestations and special forms of tourism-students, hunting and fishing, extreme sports etc.) and which represent the integral part of those Contract.

Provisions of these General Terms represent the integral part of the Contract between the Passenger and the Organizer and are obligatory for both contract sides, except the provisions which are more preferable for the passenger, and defined by special written contract or travel programme.

Inefficiency of certain provisions of the Contract does not have as a consequence inefficiency of the whole Contract, which refers to these General Terms.

The Passenger and the Organizer mutually agree the jurisdiction of the Court of Arbitration of YUTA, Belgrade, 14, Kondina street, for solving mutual disputes, by applying these General Terms as well as General Terms of Travel by YUTA, and regulations of the Republic of Serbia. By contracting authority of the Court of Arbitrary of YUTA, the Passenger is not denounced of the rights to initiate a certain procedure or to use a certain legal remedy to protect their own right, in a manner prescribed by the Republic of Serbia regulations.

These General Terms are applicable starting from 29<sup>th</sup> March, 2020

#### **TOUR OPERATOR "TALAS TRAVEL"**

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