



**„VOJVODINAŠUME“ PUBLIC ENTERPRISE
PETROVARADIN**

**“Vojvodinašume-Turist“ Travel Agency Branch Office
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Pursuant to Article 71 of the Law on Tourism (“Official Gazette of the Republic of Serbia” No. 17/2019), the director of “VOJVODINAŠUME” Public Enterprise Petrovaradin, 2 Preradovićeva Street, on 29 March 2019 establishes the following:

GENERAL TERMS AND CONDITIONS

1) PRECONTRACTUAL NOTIFICATION

By signing and entering into a travel contract - travel confirmation (hereinafter: **the Contract**) on behalf of all passengers from the Contract, the traveller (hereinafter: **the Traveller**) accepts the abovementioned General Travel Terms and Conditions (hereinafter: **the General Terms and Conditions**), **travel guarantee confirmation** and the travel programme (hereinafter: **the Programme**) designed in advance and published and that he or she is, as well as all other Travellers of the Contract, acquainted with them and the optional travel insurance options and that he or she accepts them in their entirety. The provisions of the above General Terms and Conditions are an integral part of the Contract between the Traveller and “VOJVODINAŠUME” Public Enterprise, “Vojvodinašume-Turist” Travel Agency Branch Office as the travel organiser (hereinafter: **the Organiser**) and are binding on both contractual parties, with the exemption of the provisions stipulated in a special written agreement or the Programme. Prior to entering into the Contract, the Organiser is obliged to notify the Traveller of all possible changes of the Programme, **timely, without delay, in writing**, easily accessible by the Traveller, to which the Traveller and Organiser mutually agree - that prior to entering into the Contract, the Traveller has timely been notified of all possible changes in the Programme. In the event of differences between the Traveller’s application and the amended proposition of the Organiser, the new Programme shall be considered a new proposition and will be binding on the Organiser within the next 48 hours. In the event that the Traveller fails to notify the Organiser, within the specified period that he or she does not accept the new Programme / offer, the Contract shall be deemed terminated. Prior to entering into the Contract, the Organiser has provided the Traveller with the information of his or her rights in accordance with the travel guarantee in case of insolvency and indemnification.

2) APPLICATION, PAYMENT AND CONTRACT:

The Traveller shall submit the application in writing, via e-mail or fax. The Traveller may apply at the Organiser’s main office, or other travel agencies which have an Agency Agreement with the Organiser (hereinafter: **the Agent**). The Agent is obliged to indicate their status of agent in the Organiser’s Programme and in the contract with the traveller. If the Agent fails to indicate their status of agent in the Organiser’s Programme and in the contract with the traveller, the Agent shall be liable for the execution of the Programme. The Traveller’s application becomes valid upon entering into the Contract and after an advance payment of 50% of the travel package price, unless otherwise agreed. The remaining amount of the agreed price, unless otherwise

agreed, is to be paid 15 days before the departure. If the Traveller fails to make a timely full payment, the travel shall be deemed cancelled pursuant to Section 12 of the above General Terms and Conditions. Each advance payment shall be considered a payment for all travellers and not only for one particular traveller from the Contract. It is required to make a timely payment into the Organiser's or Agent's bank account. In the event that the Traveller fails to make a payment, advance payment or the remaining amount in due time, the Organiser may terminate the Contract and seek compensation pursuant to Section 12 of the above General Terms and Conditions.

By making a reservation, the Traveller, or the Agent, accepts the price list conditions.

The Agent is obliged to provide its clients with the price list conditions. By entering into the Contract, the Programme becomes an integral part of the Contract and shall not be amended, or modified, unless otherwise agreed, if amendments occur as a result of Force Majeure events.

In the event of termination or modification of the Contract, termination and modification provisions shall apply to all travellers listed in the Contract.

3) OBLIGATIONS AND RIGHTS OF THE ORGANISER:

The Organiser shall be obliged to:

- enter into the Travel Contract with the Traveller
- include in the Contract, apart from the services provided in the Programme, special requirements of the Travellers to which the Organiser exclusively agreed,
- provide the Traveller with all necessary documents so that the travel could be realised (invitation letter and the like)
- protect the rights and interest of the Traveller in accordance with good business practices in this area,
- provide the Traveller with the name, address and telephone number of the Organiser before the departure in case of emergency,
- the Organiser shall not be held liable for services rendered to the Traveller on the part of third parties who are not included in the Programme,
- the Organiser shall not be held liable for any information different from the information contained in the Programme, Contract or Special Contract and the above General Terms and Conditions shall not be the grounds for complaints on the part of the Traveller,
- pay the proportional difference between the agreed price and the price of travel package, reduced proportionally due to failure to discharge the Contract or due to the incomplete discharge of the Contract (hereinafter: **Price reduction**), due to timely and justified complaints submitted in writing by the Traveller, in accordance with the above General Terms and Conditions, unless the failure to discharge the Contract is due to: the Traveller's fault or the fault on the part of a third party who was not included in the Programme, by force majeure events or other unforeseeable events beyond the control of the Organiser.

4) OBLIGATIONS AND RIGHTS OF THE TRAVELLER:

The Traveller shall be obliged to:

- be thoroughly acquainted, as well as all parties listed the Contract, with the Programme and the above General Terms and Conditions, and to emphasise special requirements which are not included in the Programme,
- provide individually optional travel insurance policies, as the Organiser is not responsible for providing them,
- pay the agreed price in accordance with the conditions and time frame stipulated in the Contract,

- provide timely the Organiser with the accurate and complete data and documents required for the organisation of journey and to warrant that he or she as well as the documents, luggage and the like comply with the conditions stipulated by the regulations in our country (border, customs, sanitary, monetary and other regulations),
- indemnify direct service providers and third parties for any damage occurred due to breach of legal and other regulations, and the above General Terms and Conditions,
- promptly appoint another person to travel in his or her place, to reimburse to the Organiser the costs incurred due to this replacement and to be jointly liable for the outstanding sum of the agreed price,
- notify in writing the Organiser or other parties included in travel documentation about any complaints, without delay and on the spot
- obtain information about the exact arrival and departure time from the authorised representatives of the Organiser not later than 24 hours and not earlier than 48 hours.

5) PRICES AND SERVICE TYPES:

Prices are expressed in the Programme in dinars (RSD) or in foreign currency. Payments are made in dinars and if the invoice is paid by remittance from abroad, the calculation is made by the conversion of the prices in dinars into the prices in euros at the official exchange rate of the National Bank of Serbia on the date of invoice issuing, and at the exchange rate defined in the Programme, unless otherwise agreed. The prices are established in accordance with the Organiser's business policy and shall not be subject to client's complaints. The price stated in the Contract includes a previously prepared combination of at least two types of the following services of average quality, usually provided for given destination and facilities: transportation, a guide - a translator, accommodation, meals or preparation and organisation of the travel with special activities, for which there is a special price as defined in the Programme.

Arrangement price (unless otherwise agreed) does not include the following:

- optional excursions,
- admission tickets for for various facilities and events
- additional services: room service, use of room mini bar, air conditioning, sports facilities, medical, telephone and other similar services. The Traveller is obliged to bear the costs of all other special services (accommodation in a single room, additional meals and the like) and to order them when applying. The Organiser shall not be liable for optional and subsequently provided services at the Traveller's request, charged by the immediate service provider, which are not provided in the Programme.

The Agent is not authorised to negotiate on behalf of the Organiser special services which are not stated in the Programme.

Conditions relating to discounts for children as well as to other benefits specially stipulated in the Programme are determined by direct service providers and should be considered restrictive. In the event of inaccurately listed age of the Traveller, the Organiser shall be entitled to charge the difference in the amount up to the real price.

If, within the specified period, the Traveller fails to notify the Organiser in writing about his repudiation of the Contract, it shall be deemed that he or she agrees to the new price and he or she may proceed with further payment.

6) CHANGE OF PRICES AND THE TRAVELLER'S ENTITLEMENT TO CANCELLATION:

In the event of the Traveller's timely cancellation of travel no later than 45 days - the Organiser shall be entitled to reimbursement of the incurred administrative costs. The Organiser shall be entitled to request an increase of the agreed price before the departure if after the Contract is entered into, there has been a change in currency exchange rates or a change in carriers tariffs and in other cases prescribed by law. The Organiser shall be obliged to notify the Traveller, without delay, of the amendments, in writing, in the same way the reservation has been made.

In the event of the increase of the agreed price on the part of the Organiser, the Traveller shall be entitled to: request a substitution for a similar programme from the Organiser's offer at no extra cost or he or she may terminate the Contract in writing without indemnification. If, within a specified period, no later than 48 hours, the Traveller fails to notify the Organiser that he or she accepts the agreed price change, it shall be deemed that he or she agrees with the new price and he or she may proceed with further payment. Compensation for the Programme price reduction shall not apply to already concluded Contracts and shall not be the ground for any complaints on the part of the Traveller to the Organiser.

7) CATEGORISATION AND DESCRIPTION OF SERVICES:

All services included in the Programme represent standard services of average quality, typical of certain destinations, places and facilities. If the Traveller requires services which are not included in the Programme, they will be stated in a Special Contract.

The Organiser shall not be held liable for the description of services in catalogues - publications or websites of the Agent and of the direct service providers (e.g., hotels, transport companies and others), unless he specifically directed the client to them. The Organiser shall be held liable only for the descriptions of services contained in its own programme, however, obvious mistakes occurred while typing or calculating shall entitle the Organiser to dispute the validity of the Contract.

Lodging establishments, means of transport and other services are defined in accordance with the official categorisation of the Republic of Serbia at the time of publication of the Programme. Meals, comfort and quality of service are primarily subject to the package price, the chosen destination and categorisation, determined by local and national regulations and beyond the Organiser's control and influence.

Arrival and departure dates determined in the Programme, do not include a full day stay in the accommodation facility, or destination.

The services of tour guides, escorts, local tour guides, entertainers or local representatives do not include their continuous presence during the whole day, but only as contact persons and necessary assistance to the Traveller, following previously determined time frames and appropriately published.

The Traveller shall be obliged to obey the instructions of the authorised representative of the Organiser (particularly in relation to the departure time, transportation, accommodation, legal and other regulations). A failure to comply with the above instructions shall be deemed breach of Contract and the Traveller shall bear all costs incurred in the event of any damage caused.

Any amendments to certain services which are not caused by the will on the part of the Organiser shall be allowed unless they do affect the whole concept of the contracted travel. If for the above reasons, the transportation is required to be transferred to the other departure place, the Organiser shall be obliged to offer the Traveller the alternative transport, at no additional costs, as well as to reimburse the Traveller a possible difference in prices between the agreed and provided services.

The Organiser shall bear all the costs of the alternative transportation at least for the amount of of a train ticket of 2nd class.

When a third party replaces the person who booked certain services, the Organiser is entitled to compensation for the costs incurred due to replacement. The Traveller and the person replacing

him or her are jointly liable for the payment of the agreed price and the incurred replacement costs. The Organiser shall not accept the traveller replacement if it is not timely, if there are special requirements in relation to the journey or if it is not in accordance with legal regulations

8) ACCOMMODATION, FOOD AND TRANSPORTATION:

The Traveller shall be accommodated in standard double rooms, in the hotels categorised according to local and national regulations or in accommodation facilities listed in each Programme. Unless the Traveller has specifically agreed the accommodation of special characteristics, he or she will accept any officially registered accommodation unit in the accommodation facility described in the Programme. Accommodation in a higher category hotel or in a single room may be organised at the Traveller's request, at extra costs. The Traveller shall be obliged to comply with the rules of conduct in the accommodation facility and in particular with regard to depositing and storing money and valuables, food and drinks in the room, respect of order, impossibility to enter the room before a specified period, the number of people in the room, leaving the room at a certain period and others. The Organiser shall not be held liable for any damage occurred arising therefrom. Unless otherwise agreed, the Traveller is accommodated in the facility on the first day after 4.00 p.m. the earliest and is obliged to leave the room on the last day not later than 12.00 a.m. The Traveller shall not be entitled to reimbursement of the accommodation and transportation costs in case he or she leaves the facility voluntarily or earlier than expected.

The variety, quality of food and services are primarily subject to the package price, the category of the facility, destination and local customs regardless of whether the service includes self-service or it is based on menu. Unless otherwise agreed, food service is identical in the facility regardless of whether, pursuant to the Contract, travellers are children, the elderly or the disabled. The Traveller shall be entitled to make a different arrangement on the spot with regard to his or her health condition, such as special diet, special accommodation characteristics and others due to chronic diseases, allergy, disability and the like. Otherwise, the Organiser shall not be held liable for any damage occurred. In case the Traveller makes a different arrangement on the spot with the direct service provider, the Organiser bears no responsibility for inadequately rendered services.

Likewise, current principles and regulations with regard to transportation of travellers shall be applied.

9) TRAVEL AND OTHER DOCUMENTS:

General Terms and Conditions and all information published in the Programme refer to the citizens holding passports of the Republic of Serbia, as well as to foreign citizens. The Traveller is obliged to comply with customs and other regulations of the Republic of Serbia, therefore, if it is not possible for the journey to continue, the Traveller shall bear all the costs and consequences incurred. If the journey cannot be realised due to the Traveller's omissions relating to the provisions of this Section, the provisions of Section 12 of the General Terms and Conditions will be applied.

In the event that, during the course of travel, the Passenger loses his or her travel documents or has them stolen, the Passenger shall be obliged to timely provide the new documents and shall bear possible consequences thereof.

10) BAGGAGE:

The Traveller is obliged to take care of his or her belongings while bringing them into the means of transport, giving them to the person responsible for transportation, or bringing them into the accommodation facility. The Traveller is obliged to report without delay any damage and loss of

baggage on flights to the Lost and Found Service. If the Organiser organises a road transportation, the Traveller shall report any loss, or damage to the baggage, to the representative of the Organizer. When transportation service is included in the Programme, the Organiser shall not be held liable for any loss or damage done to the baggage that was inadequately protected during transport as well as for the belongings forgotten in the means of transport.

Carrying baggage from the parking lot to the accommodation unit is the responsibility of the Traveller (transportation vehicle will be as close as possible to the accommodation unit).

Except for intent and gross negligence, the Organiser shall hold no liability for the valuables that are normally not carried personally, unless keeping of the items has been expressly agreed. Therefore, the Organiser recommend that the travellers do not carry valuables on the journey or otherwise to deliver them for safe keeping or carry them personally.

The Traveller shall be obliged to visibly mark the baggage with personal data and to take personal belongings (documents and objects of value) outside the parked vehicle, as the Organiser shall not be held liable for their loss. It is recommended to carry documents, gold, valuables, technical instruments and medicines exclusively in the hand baggage, and during stay to keep them in the safe, if possible.

11) CHANGES AND CANCELLATION OF THE CONTRACT BY THE ORGANISER:

11.1. Before the commencement of the journey:

The Organiser may change the Programme only in extraordinary circumstances which can not be foreseeable, or avoidable by the Organiser. The Organiser shall bear the costs incurred due to the changes of the Programme, and the Traveller shall be offered a reduction of price.

The agreed accommodation shall be replaced only by the accommodation of the same category, or at the expense of the Organiser, by the accommodation of a higher category and in the agreed place of accommodation.

If significant changes of the Programme are made without justified reasons, the Organiser shall be obliged to reimburse the Traveller all that he or she has already paid, and who has decided not to travel due to the above reasons (Article 879 of the Law of Contracts and Torts).

In case of the acceptance of the new contract, the Traveller renounces any claims against the Organiser, pursuant to the originally signed Contract.

The Organise shall be entitled to terminate the Contract if there is an insufficient number of passengers as stipulated in the Programme, on condition that the Traveller has been notified of that no later than 5 days before the commencement of the journey.

The Organiser may cancel the journey completely or partially, in case of extraordinary circumstances which if existed at the time the Programme is published would be a justified ground for the Organiser not to publish the Programme and not to enter into contracts, and to reimburse the Traveller the paid amount no later than 15 days from the date of cancellation.

11.2. During the journey:

The Organiser shall be entitled to make changes in the course of the journey regarding the day or hour of departure, as well as the itinerary in case the journey conditions have changed (changed timetable of the flight, emergency landing, transport vehicle breakdown, jams at the border or in traffic, closure of any of the sights planned for visits, changes in visa regime, security situation, natural disasters and other extraordinary and objective circumstances and force majeure) without the obligation to indemnify the Traveller. In the above cases, the Organiser shall bear all additional costs incurred due to the Programme changes.

If the Traveller, due to his or her misbehavior, affects the travel, regardless of warning, the Organiser may seek compensation for possible costs incurred thereto.

In case of extraordinary circumstances during the journey that could not be foreseeable, and that are considered force majeure (terrorist attacks, emergency situations, explosions, infections, epidemics and other diseases, natural disasters, weather conditions and other), both contractual parties are entitled to terminate the Contract in accordance with the regulations of the Republic of Serbia. The Organise shall not be held liable in the event that the Traveller refuses to return by the provided vehicle.

12) CANCELLATION OF THE CONTRACT BY THE TRAVELLER:

12.1. Before the commencement of the journey:

The Traveller is entitled to cancel a journey and is obliged to notify the Organiser in writing as stipulated in the Contract. The date of the written cancellation of the Contract is the ground for compensation to the Organiser, expressed in the percentage per cancellation scale in relation to the total travel costs, unless otherwise defined in the Programme.

If the Traveller cancels the journey in due time no later than 45 days, the Organiser is entitled to compensation for all administrative costs incurred.

In the event of untimely cancellation of the journey on the part of the Traveller, the Organise is entitled to compensation as follows:

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

Notwithstanding the foregoing, the following cancellation scale shall be applied to recreational activities for preschool children, outings in the nature, excursions in case of cancellation of the entire contract:

- 5% for the cancellation up to 120 days prior to the departure,
- 20 % for the cancellation 119 to 90 days prior to the departure,
- 50 % for the cancellation 89 to 60 days prior to the departure,
- 80 % for the cancellation 59 to 45 days prior to the departure,
- 100 % for the cancellation 44 prior to the departure or during the journey.

The change of the agreed destination, date of travel, means of transport, accommodation facility, room or suite, failure to obtain a visa, failure to pay the agreed price and others shall be considered the Traveller's withdrawal from travel. The Traveller shall be obliged to reimburse the Organiser only the real costs incurred, that is the costs incurred due to unforeseeable circumstances such as illness or death of the Traveller, the Traveller's spouse, cousin, sibling, adoptees and adoptive parents, military training, natural disaster or emergency state officially declared by the relevant authority of the country or destination.

In the event of the above circumstances, the Traveller shall be obliged to provide the Organiser with the evidence in writing (a medical certificate by a chosen general practitioner, and discharge papers from a health institution which explicitly confirms the sudden illness and inability to travel, or a death certificate or military training. Local terrorist attacks, explosions, diseases, epidemics and other diseases, natural disasters, weather conditions and other, if not declared as state of emergency by the national authorities of the domicile or destination country, are not considered justified grounds for the cancellation or interruption of the journey by the Traveller.

Sudden illness has to be confirmed by the authorised physician as a sudden and unexpected disease, or infectious disease or organic disorder that occurred after the Contract has been

concluded and it is neither associated with, nor is the result of a previous state of health, and of such nature that it requires treatment, hospitalisation and prevent the Traveller to start the contracted travel. In the event that the Traveller provides a suitable replacement or the Organiser finds a new traveller, the Organiser shall be obliged to reimburse the Traveller the fully paid amount, less the real costs and the incurred costs. In the event of the replacement of travellers, the Organiser shall be obliged to enter into the Contract with a new traveller.

In case of cancellation of the journey, that is covered by an insurance policy, the Traveller may claim his or her rights directly from the insurer.

12.2. After the commencement of the journey:

If in case of cancellation of the journey, the Traveller by his or her own fault, does not use some of the contracted services, the Organiser will try to get from the service provider a compensation for the unused services. In the event that the service provider fails to reimburse the money to the Organiser, the Traveller shall not be entitled to a refund of a corresponding part of the price of the unused services. In case of a minor service or value, the Organiser shall be free from any liability, If a considerable part of the services that are defined in the Contract, are not provided due to the fault on the part of the Organiser, the Organiser shall be obliged to take all the necessary precautions, so that the journey could be continued or to offer the Traveller other adequate services until the end of the journey at no additional costs for the Traveller, in accordance with Section 14 of the these General Terms and Conditions, without prejudice to other legal rights of the Traveller.

13) INSURANCE AND GUARANTEE OF TRAVEL :

The cost of travel does not include travel insurance. The Organiser recommends the conclusion of insurance **that is not stipulated by law**, that is, travel liability insurance, health insurance and insurance against the consequences of accidents. The insurance contract can be concluded only between the Traveller and the insurance company, to which possible claims are directly submitted. The terms and conditions and obligations under the insurance contract must be read. The insurance premiums are not an integral part of the travel price and have to be paid immediately upon the conclusion of the insurance contract. By signing the Contract, the Traveller confirms that he or she has been notified of a travel insurance package provision. The travel insurance package does not cover mandatory health insurance, and the Traveller is recommended to provide it, as this may be the reason that border authorities do not permit further travel or the Traveller is obliged to pay significant costs for possible treatment.

Pursuant to the provisions of the Law on Tourism , the Organiser “VOJVODINAŠUME” Public Enterprise, “Vojvodinašume-Turist” Travel Agency Branch Office Petrovaradin has:

- **The Travel Guarantee in case of insolvency for indemnification, no. 300065325** in the amount 300.000 Eur with the Joint Stock Insurance Company “DDOR NOVI SAD”.

The insurance duration: from 29 March 2019 to 29 March 2020.

The Guarantee in case of insolvency for awarding damages to the insured pursuant to the Law on Tourism and the Rulebook on the type and conditions of the travel guarantee, its activation and other conditions that are to be fulfilled by the organiser subject to the type of the package tour (no. 110-00-00087/2015-03), and in accordance to the above provisions damages are awarded from the insurance to the travel guarantee user.

A) The travel guarantee in the event of the travel organizer’s insolvency provides:

1. the costs of the necessary accommodation, food and a return trip for travelers within their home country or abroad to the place of departure.
2. claims of the funds paid by travelers under a tourist travel agreement, which the organizer of the trip failed to carry out.

3. claims of the funds paid by travelers in the case of the cancellation of the travel by the travelers themselves, in accordance with the general terms and conditions of the travel.

4. claims of the difference between the funds paid under the travel agreement and the funds reduced in proportion to the non-performance or partial performance of the services included in the travel program.

B) The travel guarantee in the event of compensation for damages compensates the damage which is the subject of the insurance, that is, damage caused to the passenger by the non-fulfillment, partial fulfillment or improper fulfillment of the travel organizer's obligations, which are determined by the general terms and conditions and the travel program.

The travel guarantee is activated without delay, that is, within 14 days from the date of occurrence of the insured event with:

The guarantee insurer - joint stock insurance company "DDOR Novi Sad"

tel. + 381 21 48 86 000 Fax. + 381 21 66 24 831, in writing or telegram to the address: Novi Sad, Bulevar Mihajla Pupina 8 or by e-mail: ddor@ddor.co.rs

(Travelers exercise their rights to the compensation of damages on the basis of a final and enforceable court judgment or decision of an arbitral tribunal or other out-of-court settlement of the consumer dispute, in accordance with these General Terms and Conditions of Travel and the General and Special Conditions of "DDOR Novi Sad")

By signing the Agreement, the Traveler confirms that the Travel Program, the General Terms and Conditions of Travel and the Travel Guarantee Certificate have all been delivered to him and that they fully accepted them.

14) ASSISTANCE, OBJECTION, COMPLAINT AND DISPUTE SETTLEMENT

The Organiser shall be obliged to put a noticeable notification of the manner and place of a complaint submission, and to provide a person responsible for dealing with the receipt of complaints, during working time. The Organiser shall be obliged to keep a record of the received complaints and to keep the complaints for at least two years, from the day of submitting a complaint on the part of the Traveller.

The Traveller shall be obliged to communicate immediately on the spot any legitimate complaint to the local representative of the Organiser, and in case of emergency if the said local representative is not available, to the direct service provider (e.g., carrier, hotel, etc.), or directly to the Organiser if these persons are not listed in the travel documents.

For assistance, emergency and other cases, as well as complaints, the Traveller may contact the Organiser on the following telephone number: **+381 21 6432 401, fax: +381 21 6433 713**, Monday-Friday from 9:00 a.m. to 3:00 p.m., Central European Time, or via e-mail: **travel@vojvodinasume.rs**. For emergency and similar procedures, the Traveller is required to specify the Contract number, the place of destination, the name of the accommodation facility, the names of passengers, the address or the telephone number for contact. The Traveller shall be obliged to cooperate in good faith in the event of possible complaints in order to solve a problem in due time subject to the type of complaint and to accept the solution that corresponds to the contracted service.

If the cause of the complaint is not rectified on the spot, the Traveller together with the Organiser's representative or direct service provider shall draw up a written statement in two copies which is signed on the part of both parties. The Traveller shall keep one copy. If the cause of the complaint is rectified on the spot, the Traveller shall be obliged to sign the statement, otherwise the fact that he or she continued to use an adequate alternative solution shall be deemed a full execution of the Programme.

Local representatives are not entitled to accept any claims for compensation, but exclusively the Organiser.

The Traveller may not claim the proportional price reduction, the termination of the Contract and compensation, if he or she fails to notify in the specified manner, on the spot and without delay the authorised representative and the Organiser about deficiencies between the provided and agreed services.

If deficiencies are not remedied on the spot, the Traveller is required, no later than 8 days from the the end of journey, and within 30 days from the day of establishing deficiencies, to provide the Organiser with a justified and documented complaint in writing regarding partially rendered services of accommodation, food, transportation and a tour guide - translator, by submitting a written confirmation and possible receipts containing additional costs and request a remuneration of the difference in prices between the agreed and incompletely or partially rendered services. The Organiser shall take into account only timely, justified and documented complaints by the Traveller, which could not have been settled on the spot in the course of the Journey, and to provide the Traveller with the written confirmation or via e-mail confirm the receipt of the complaint , that is, to specify the name under which his or her complaint has been filed in the record of received complaints.

The Traveller is recommended to submit the complaint in writing at the address of the Organiser in Petrovaradin, 2 Preradovićeve Street.

The Traveller may orally express his or her complaint at the place he or she entered into the Contract, or the other place where complaints are received, via e-mail, by submitting documentation which shows the complaint justification.

The Organiser shall be obliged to respond to the Traveller's complaint in writing no later than 8 days from the day of the complaint is received. The Organiser shall only deal with the complaints whose cause was not possible to remove in the course of the journey. If the Traveller accepts the Organiser's proposition, the Traveller shall be obliged to sign the certificate of the payment of compensation, and that the Traveller waives any further claims against the Organiser. If the complaint is not complete, the Organiser shall notify the Traveller to send a regular one in due time. The Organiser shall, in accordance with good business practices, within the legal deadline, respond to the Traveller's complaints that are untimely, groundless or incomplete.

The price reduction based on the Traveller's complaint may go only up to the amount of the disputed and non-rendered services, but it cannot cover already used services, nor reach the entire amount of the contracted price. The amount of damages awarded for grounded and timely complaint under the Contract, is proportional to the services that are not rendered or that are partially rendered. If the Traveller accepts the compensation at the proportional price reduction, or other form of compensation, it is understood that he or she agrees with the proposition of the Organiser for the peaceful settlement of dispute, and waives any further claims against the Organiser, regardless of the fact whether he or she signed a written confirmation of the paid refund, with a term regarding a final settlement of the said dispute. It shall be considered that the refund of the difference in price to the Traveller has been made and that an agreement with the Traveller has been reached in accordance with the these General Terms and Conditions when the Organiser offered the Traveller a real difference in the price for the inadequate service provision, in accordance with the price list of the direct service provider, that was valid on the day of signing the Contract and other available evidence, and that the Organiser complied with the applicable regulations. The Organiser shall not be held liable for any omissions and damage done to the Traveller by direct service providers that are liable in accordance with the relevant regulations, if the Organiser has made a careful selection of the persons providing services. Any request on the part of the Traveller to initiate proceedings with other persons before the deadline for settlement of complaints, shall be deemed premature, and the notification of the media shall be deemed breach of Contract.

15) TRAVEL PROGRAMME AT THE TRAVELLER'S REQUEST AND INDIVIDUAL SERVICES:

The Programme at the Traveller's request: an individual travel (hereinafter: **the Programme at request**) is a combination of two or more services, and the stay for several days including the accommodation service only at certain periods of time, and that are not offered in the Organiser's Programme and have not been previously published, but made at the Traveller's request.

If not otherwise regulated, the Programme at request is subject to the provisions of the foregoing General Terms and Conditions.

The Traveller shall be entitled to terminate the Contract, and shall be obliged to notify the Organiser in writing thereof.

The date of the written termination of the Contract represents the grounds for compensation to the Organiser, expressed in percentages in relation to the full price of the agreed travel, if not otherwise specified in the Programme and if the Traveller timely cancel the travel no later than 45 days before the commencement of the journey, only administrative costs incurred shall be reimbursed.

In the event of untimely cancellation of the travel on the part of the Traveller, the Organiser shall be entitled to compensation as follows:

- 10 % for the cancellation from 44 to 30 days prior to the departure,
- 20 % for the cancellation 29 to 20 days prior to the departure,
- 40 % for the cancellation 19 to 15 days prior to the departure, ,
- 80 % for the cancellation 14 to 10 days prior to the departure, ,
- 90 % for the cancellation 9 to 6 days prior to the departure, ,
- 100 % for the cancellation 5 to 0 dana days prior to the departure, or during the journey.

16) PROTECTION OF THE TRAVELLER'S PERSONAL DATA:

The Traveller's personal data, provided voluntarily, shall remain confidential with the Organiser. The Traveller agrees that the Organiser may use his or her personal data for the realisation of the agreed Programme, but the address, place, time and price of travel as well as the names of co-travellers shall not be communicated to other parties, with the exception of the parties designated by special regulations.

17) LIABILITY OF APPLICATION:

The Organiser may have different provisions in the Programme and Special Terms and Conditions in relation to these General terms and Conditions, due to special terms and conditions of direct service providers, as well as for travellers with special activities (sports events, conferences and similar international events and special forms of tourism - student, hunting and fishing, extreme sports etc.) and which are an integral part of such contracts.

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

18) THE COMPETENT COURT:

In the event of disputes, the competent court is in Novi Sad.

These General terms and Conditions have been effect since 29 March 2019, after which period all other general terms and conditions published prior to this date cease to be in effect.

Petrovaradin, 29 March 2019