

Based on Article 56 of the Law on Tourism (Official Gazette of the Republic of Serbia, No. 36/2009, 88/2010), the director of TA "MYEXIT ADVENTURE", from Novi Sad, on January 25th 2017, establishes the following

## **GENERAL TRAVEL TERMS AND CONDITIONS**

### **1. PRECONTRACTUAL NOTIFICATION**

By signing the standard contract – voucher – application for travelling (hereinafter: **Contract**) in the name of all Travelers from the Contract (hereinafter: **Traveler**) confirms that these General travel terms and conditions (hereinafter: **General terms**) have been presented to him, that the program of the trip (hereinafter: **Program**) has been prepared in advance and published, and that all the Travelers from the contract are familiar with them and accept them fully, as well as being familiar with the optional possibilities for travel insurance. Provisions of these General terms comprise an integral part of the Contract between the Traveler and TA "MYEXIT ADVENTURE" as the trip organizer (hereinafter: **Organizer**) and are obligatory for both contractual parties, apart from the provisions defined by a separate written agreement or Program. Before concluding the Contract, the Organizer can, at any time, change the description of its services in the Program. The Traveler and the Organizer state in agreement that, prior to concluding the Contract; the Traveler is notified of all possible changes to the Program in an appropriate time period, before the Contract is concluded. In case of differences between the application of the Traveler and the changed proposal of the Organizer, the new Program is considered the new proposal and puts the Organizer under the obligation in the following 48h. If the Traveler does not inform the Organizer in the said time period that the newly made Program - offer is not accepted, the Contract is considered cancelled.

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

The application is delivered by the Traveler in writing, or on permanent data storage disc, or by e-mail or fax. The Traveler can apply for the trip in the headquarters, branches, i.e. separate offices of the Organizer, as well as the tourist agencies that have a mediation Contract signed with the Organizer (hereinafter: **Mediator**). When the Mediator does not indicate that it takes the role of a Mediator, the Organizer is not held accountable for the carrying out of the Program for the Traveler, and that obligations falls to the Mediator. The application of the Traveler becomes valid when it is confirmed by concluding the Contract according to the application and upon the following payment options: advance payment of **40%** of the full price;

II installment of **30%** till March 5th. The rest of the agreed price, unless otherwise arranged, will be paid till May 5<sup>th</sup>. If the Traveler does not make the entire payment, the trip will be considered cancelled in accordance with point 12 of the General terms. Each advance payment is considered as payment for all travelers, and not only for the traveler from the Contract. By concluding the Contract, the Program (previously published and additionally changed) becomes its constituent part and cannot be changed further, unless the contractual parties clearly agree differently or if the changes are due to force majeure. If the Contract is cancelled or changed, the cancellation provisions and changes are valid for all the Travelers stated in the Contract. Relevant date of payment is the date of payment to the account of the Organizer or Mediator. In case of a late full payment, advance payment, or payment of the rest of the arrangement, the Organizer can cancel the Contract and ask for compensation in accordance with point 12 of these General Terms.

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

- to enter special demands of Travelers, agreed with by the Organizer, into the Contract, and to offer health travel insurance during the stay abroad

- to pay a proportionate realistic difference between the agreed price and the price of the trip proportionate to the incompleteness or semi-completion of the Contract (hereinafter: **Price reduction**) based on a timely and well-founded written complaint of the Traveler in accordance with the law and these General terms, unless the incompleteness of the Contract is due: to the Traveler or some third person that was not the contracted direct service provider in Program realization; to force majeure or unforeseen circumstances that the Organizer had no power over and the consequences of which were inevitable in spite of appropriate attention or some other events that the Organizer could not foresee and overcome
- in accordance with the good business customs, the rights and interests of the Travelers will be taken good care of
- before starting the trip, the name, address and phone number of the local representative, local partner agency, or, if not applicable, the name, address and phone number of the Organizer will be given to the Traveler, to use in case of emergency
- Organizer will not be responsible for the services provided to the Traveler by other persons outside the Program
- all information, received in speech or otherwise, different from those included in the Program, Contract or Special Contract and these General terms, do not put the Organizer under no obligation, nor can they be used in order to emphasize the objections or complaints of the Travelers .

#### **4. OBLIGATIONS AND RIGHTS OF THE TRAVELERS**

- to familiarize oneself in detail, like all other persons from the Contract, with the Program and General terms, and point out specific demands that are not included in the published Program,

- to pay the agreed price under the conditions, deadlines and manner stated by the Contract
- to deliver promptly to the Organizer accurate and complete data and documents needed to organize the trip and to guarantee that he/she, his/her documents, luggage etc. fulfill the conditions set by the regulation of our country, the transit and the target country (border, customs, sanitary, monetary and other regulations)
- to make up for any damages done to the direct service providers or third persons by breaking legal and other regulations, as well as these General terms
- to timely allow another person to travel instead of him/her, reimburse the Organizer for real costs created by the change and be jointly responsible for the unpaid part of the agreed price
- to deliver a justified complaint straight away according to the rules, in written form, to the Organizer or persons stated in the travel documents
- to inform oneself via the Ministry of Foreign Affairs of Republic of Serbia's website ([www.msp.gov.rs](http://www.msp.gov.rs)) and via other ways on countries of so-called high or medium risk
- to inform oneself from authorized representatives of the Organizer, no sooner than 48 hours and no later than 24 hours before the trip, about the exact time of the start of the trip and the return

#### **5. PRICE AND SERVICES:**

Prices are given in foreign currency, and the payment is done in RSD according to the selling rate of Organizer's business bank on the day of payment, i.e. the rate stated in the Program, unless agreed differently. Prices are formed based on the business policy of the Organizer and cannot be subject to complaints on the side of the Traveler. Services done abroad (not agreed on and paid in advance) the Traveler will pay on the spot to the direct provider of the service.

Price from the Contract includes a beforehand prepared and published combination of at least two or more of the following services of the usual quality for the said destination and facilities: accommodation, food, transport, preparation and organization of the trip, for which a unique price is arranged, paid by the Traveler (hereinafter: **Standard services**). Price of the arrangement does not include, unless agreed separately (hereinafter: **Separate contract**), the expenses of: airport and port taxes, local tourist guides, organizer's representatives, tourist animators/entertainer, optional programs, usage of deck-chairs and sunshade, obtaining visas, paying for tickets for places and events, insurance for Travelers and luggage, room service, use of the mini-bar, air condition, recreational, medical, phone and other services, reservation of a specific seat in the transport vehicle, single bedroom expenses, rooms with specific qualities (view, floor, size, balcony, etc.), additional meals and other things (hereinafter: **Separate services**). The Mediator is not authorized to negotiate, on behalf of the Organizer, separate services not included in the Program. Conditions regarding children discount and other privileges given in the Program have been specified by direct service providers and should be interpreted restrictively (e.g. for children up to two years of age, the relevant date for being over two is the date of the trip, not the date of contract conclusion. The price does not include, and the Organizer is not responsible for any optional or subsequently provided services for the Traveler, done and charged by the foreign partner, i.e. the direct service provider of the services not included in the Program or the Separate contract, as well as the participation of the Traveler at sport and similar events.

## **6. CHANGE OF PRICE AND THE CANCELLATION RIGHT OF THE TRAVELER: \_**

Organizer can demand an increase in the agreed price anytime if there were any changes in the exchange rates, transporters' tariffs or any other

legally foreseen cases. However, the price of all booked services prior the change of the price remains the same.

Additional price reductions of the Program cannot refer to already concluded Contracts and cannot be basis for any complaints towards the Organizer.

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

All services stated in the Program imply standard services of average quality, usual and specific for certain destinations, places and facilities. In case the Traveler desires some services outside the Program, a Separate contract needs to be concluded for that.

The Organizer is not responsible for the description of services in catalogues – publications or on web sites of the Mediator and the direct services providers (e.g. hotels, carriers etc.), unless the Traveler was explicitly directed to those by the Organizer. The Organizer is responsible solely for the descriptions of services contained in their Programs, i.e. their web site. Any obvious printing and calculation errors give the Organizer the right to contest the Contract if need be.

Accommodation facilities and units, transport vehicles and other services are described according to the official categorization of the target country at the time of the publishing of the Program; they are different and not comparable among destinations, not even within the same destination. Food, conveniences and service quality depend firstly on the price of the arrangement, destination choice and the categorization based on local-national regulations and they are out of Organizer's supervision and influence. Date of the beginning and end of the journey determined by the Program does not imply an all day stay within the accommodation facilities, i.e. destination. Passenger departure and arrival time or time of entering or exiting the accommodation facilities is conditioned by procedures on border crossings, state of the roads, licenses by authorities, technical

and weather conditions or force majeure that affect the time of plane departure, or the departure of some other means of transport that the organizer cannot influence, and in such cases is not responsible for. The first and the last day of the Program are scheduled for the trip and do not imply stay in the hotel or other accommodation - just the calendar day of the start and finish of the trip, so that the Organizer is not responsible for an evening, night or early morning flight, entering the room late in the evening, leaving the hotel early in the morning and the like. For airplane arrangements, the agreed trip start time is the moment of passenger meeting at the airport, which is at least 2 hours prior to the first announced flight time by the airplane company. The Organizer is not accountable for any changes in the departure time, and national and international air traffic regulations shall be applied. As a rule departure - arrival, take-off - landing of the plane with charter flights is either in late evening or early morning hours, and if a "cold" meal is provided for, whether at the place of accommodation or outside of it, the Contract will be considered as carried out in full. The services of tourist guide, escort, local guide, animator/entertainer or local representative do not imply their all day and continuing presence, just the contact and the necessary assistance to the Traveler under previously set terms of periodical duties, announced on a notice board or in some other applicable way. Instructions of the authorized representative of the Organizer (specifically regarding the time of departure, transport, accommodation, legal and other regulations etc.) put the Traveler under obligation, and non-observance of the said instructions represent an infringement of the Contract and all contingent consequences and damages shall be fully compensated by the Traveler. Changes or deviations in case of some services not caused by the Organizer are allowed unless they have an adverse effect on the entire concept of the arranged trip. If for the reasons stated herein, the flight or transportation needs to be transferred to another airport or location, the Organizer shall compensate

for all the costs of alternative transport, in the amount no smaller than the price of a 2<sup>nd</sup> class train ticket. When a third person comes in for the person that reserved a certain tourist service, the Organizer has the right to charge the necessary costs of change. The Traveler and the person taking his/her place are jointly responsible for the payment of the agreed price and the costs of Traveler change. The Organizer will not accept the change if it is not prompt, if there are special demands regarding the trip or if it is not in accordance with legal regulations.

## **8. ACCOMODATION, FOOD AND TRANSPORT:**

8.1. Accommodation: If something different is not arranged separately:

- Traveler will be accommodated in an officially registered accommodation unit in the accommodation facility described in the Program, regardless of Travelers preferences, location and the position of the facility, number of stories, noise proximity and other characteristics. The accommodation of Travelers into facilities is at the earliest after 4 PM on the day of the beginning of service, and departure from the facilities is at the latest up to 9AM on the day of service termination. The Traveler is not entitled to a refund in case of leaving the facility early at his/her own will, leaving the facility early or intermittently by his/her own fault, not for the price of hotel services, nor the price of transportation
- Accommodation units with three and four beds (rooms, studies, suites, etc) are in accordance with the categorization and regulations of the host country are by definition on the basis of one standard room with two beds with additional one or two auxiliary beds, that are by definition of wooden or metal construction, foldable and can significantly worsen the quality of accommodation,
- The operation of air-condition in the accommodating facilities differs depending on the

destinations and facilities and does not include non-stop operation for 24 hours,

- The Organizer has no responsibility towards the Traveler when it comes to damages that accrue due to Traveler's disobeying of the law, prescribed regulations and customs defined by the transport company, hotels and other indirect service providers.

- If two or more people have reserved a room or ship's cabin with two or multiple beds, and there is no third person to replace one of them, the Organizer is entitled to charge for the full price of the accommodation unit.

- After the trip has commenced, in case of sudden and justified reasons, the accommodation can be replaced without the Travelers consent, with an accommodation in facilities of the same or higher category at the arranged location of the facility at the expense of the Organizer, and accommodation in the lower category facilities can be done only with the consent of the Traveler and a refund of the difference in price in relation to the lowered category of the accommodation facility.

- The Traveler is responsible for learning and respecting the rules of conduct in the accommodating facility especially considering depositing and keeping money, valuables, introducing food and drinks into the rooms, respecting the regulations, entering and leaving the room at the defined time, number of persons in the room etc. because the Organizer shall not be held responsible for any damages that occur on the basis of such behavior.

8.2. Food: If something different is not arranged separately:

-The diversity and quality of food and food service mainly depends on the price of the arrangement, the category of the facility, destination and local customs regardless if it involves a buffet or served meals (menu)

- ALL INCLUSIVE or ALL INC. LIGHT service or any other implies service in accordance with the internal hotel rules and does not have to be identical within the same category and destination.

-Breakfast, if not stated differently in the Program, includes a continental breakfast.

- If the capacity in the hotels is filled up below 30%, it is possible to have a meal serving service instead of a buffet. At the accommodation facilities the food conditions are identical, regardless whether it is children, elderly or individuals with special needs travelling under this Contract. In the event when a Traveler reaches a special agreement with the direct provider of food services, The Organizer is not held responsible for the inadequate food service.

8.3. Transport: If something different is not arranged separately:

- Transport and transfer is done by standard tourist busses or other means according to regulations and criteria that apply in the country in which the registered carrier hired by the Organizer is and the regulations principles and rules of the carrier are applied (for example, transport in any vehicle does not include numbered seats, a meal and drinks are not included during the trip, etc.) The Traveler is obliged to accept any offered seat in the transportation vehicle.

- The Organizer is entitled to hire all types of tourist busses that meet the requirements set by regulations as transport (mini bus, bus or double-decker), as well as other means of transport if the circumstances allow,

- During the ride, the toilets in the bus are not usable, except with permission. The Traveler is obliged to reimburse all the damages occurred by his/her own fault on the spot.

- The Traveler is under obligation to behave properly in the transport vehicle and to obey the traffic regulations and rules on passenger transport. If this is not the case, the Organizer reserves the

right not to let him/her on the transport vehicle or remove him/her from the transport vehicle with the aid of police officers, upon which further transport to the destination will not be the Organizer's responsibility. If the Traveler, due to removal from the transport vehicle, decides to back down from the trip, the cancellations scale from Article 12 Of General Terms will be applied.

- The route breaks and their length is decided by the Guide-driver. The Guide-driver has the right to, due to unforeseeable, unavoidable, reasons of safety or similar circumstances change the time table, road itinerary or the order of sightseeing.

- Inconsistencies between personal data given to the organizers and the data in the Traveler's passport (Traveler's name and etc.) can have repercussions such as getting a new plane ticket with additional expenses or even getting their ticket declared invalid, the consequences of which are the responsibility of the Traveler. The Traveler is responsible for his/her ticket from the moment it is given to him/her at the airport or at the agency. There is no possibility of issuing another copy of the plane ticket or the boarding ticket. The passenger fully bears the consequences of ticket loss or disappearance during the trip.

- Plane tickets or special transport tickets are valid only at dates and times stated on them

- The transport of Travelers by air, rail, sea, river or lake transport vehicles is done by and is direct responsibility of the carriers defined in accordance with regulations and customs that regulate the said types of transport and is beyond the influence and the responsibility of the Organizer.

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

All conditions declared in the Program are applicable exclusively to the citizens of the Republic of Serbia. The Organizer is not responsible to familiarize Travelers from other countries about the conditions (visas, customs, health issues etc.) that apply in the destination or

transit country, and it is the obligation of the foreign citizen to get informed at the competent consulate and the Traveler himself/herself needs to fulfill the necessary conditions and provide the necessary identification timely and in order. Traveler needs to possess a valid travel ID for travelling abroad, with validity of at least 6 months from the travel end date and supply the Organizer, within a deadline, with the correct and complete information and documentation for obtaining a visa, if the same is obtained by the Organizer. An employee of the Organizing agency or a Mediator is not authorized to determine the validity of travel or other IDs and documents. When the Organizer intermediates in the process of the submission of documentation, it does not guarantee the obtaining of the visa, obtaining of the visa within a deadline, and is not responsible for the invalidity of the travel or other document or in case the custom authorities or immigration services do not grant entrance, transit or further stay to the Traveler. If the Traveler loses travel IDs or they get stolen, he is obliged to, at his/her own expense, obtain new ones or bear possibly harmful consequences on that basis. The Traveler is obliged to arrange Special Services in relation to his/her health, for example special dietary needs, accommodation needs etc., for reasons of chronic disease, allergies, disability etc. If this is not the case, the Organizer shall be under no special obligation, responsibility or damages reimbursement on that basis. For travels to countries with special regulations that include required vaccinations or obtaining certain documents, it is the Traveler's obligation to get vaccinated and to obtain the necessary confirmation that he/she bears responsibility for any possible consequences and damages. The Traveler is obliged to strictly obey the customs, monetary and other regulations of the Republic of Serbia, transit and the countries in which he/she is staying, and in case of the inability to proceed with the journey, or stay and everything else, all the expenses and consequences shall be the responsibility of the Traveler alone. If the trip cannot be realized due to Traveler's oversights in relation to regulations in

this point, point 12 of these General Terms shall be applied.

## **10. LUGGAGE:**

Transportation of luggage up to a certain weight, determined by the airline, is free. Excess luggage is paid for by the Traveler according to the current prices of the airline. Transport of special luggage from the airport to the hotel and back is solely the responsibility of the Traveler. Special security rules apply on all airports for carry-on luggage, so we recommend the Travelers to seek more information on the Nikola Tesla airport in Belgrade over the phone 011/ 209- 4444 or website: [www.beg.aero](http://www.beg.aero) . The Traveler is obliged to report damage and loss of luggage on flights to the airport service for lost luggage without delay, because, as a rule, airlines refuse compensation if damage report form is not filled in and submitted. In bus transportation, the Traveler can carry two pieces of luggage and give it over to the authorized person of the Organizer. Children of up to two years do not have the right to free luggage. The Traveler is obliged to take care of their property brought into the means of transport, of giving or taking the luggage given to the authorized person of the Carrier, or brought into the accommodation. Travelers realize their abovementioned rights directly from the Carrier, accommodation or insurance providers according to the current international and local regulations. Luggage transportation from the parking spot to the accommodation is the obligation of the Traveler (transportation will be as close to the accommodation as possible). Organizer will not be held liable for loss or damage to the luggage if it occurs during transport from the parking lot to the accommodation, nor for items forgotten in the transportation vehicle. Excepting intentional and gross negligence, the Organizer is not responsible for the luggage and items not usually carried on the person, except in the case when aforementioned were explicitly taken for safekeeping. Thus it is not recommended to the Traveler to carry valuable objects on the trip, and to otherwise give them for

Safekeeping or carry them on person. The Traveler is obliged to visibly mark their luggage with their personal information, and not leave their IDs, items and valuables in the parked transportation vehicle, since the Organizer is not responsible for their disappearance. It is recommended to keep documents, gold, valuables, technical instruments and medications exclusively in carry-on luggage. The Traveler is obliged to report loss, damage or disappearance of the luggage during the trip to the representative of the Organizer or direct service provider.

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

11.1. Before the trip: the Organizer is obliged to inform the Traveler about every important change of the Program in the same way the Contract was concluded, 5 days before the start of the trip at the latest, and the Traveler has 48 hours, from the reception of the information about the changes, to respond to the Organizer whether the changes are accepted. Acceptance of that offer can be done through payment of newly agreed upon price. If the new offer is accepted, the Traveler has the right to proportional price reduction if the new price is lower than the previous one, or becomes obligated to pay the difference between the new and old price, if the new price is higher than the one previously agreed upon. If the Traveler does not accept any of the alternatives offered by the Organizer, the Traveler has the right to a full refund. The Organizer has the right to terminate the contract if: - there is insufficient number of Travelers, if the Traveler has been informed 5 days before the trip at the latest and due to the impossibility to fulfill contractual obligations for which contractual parties are not responsible for, and that would, had they existed when the Program was published, be just cause for the Organizer to not publish it and not conclude the contract, with the obligation to refund the Traveler within 15 days from the cancellation. If the program does not specify it, in order for the trip to be realized, the smallest number of Travelers applied needs to be:

for bus trips - 30 Travelers, for trips on regular airlines in Europe - 20 Travelers, for trips on intercontinental airlines - 15 Travelers, for trips on specially chartered airlines, trains, hydrofoils and others - at least 80% of the capacity per transport vehicle. In the case the new contract is accepted, the Traveler waives any claims from the Organizer on the basis of the original Contract.

11.2. During the trip: the Organizer reserves the right to do the following (and is obliged to inform the Traveler immediately in the best manner possible of it): change the date or the hour of the trip, as well as change the travel route and make necessary changes if trip conditions change (changed flight schedule, forced landing, transport vehicle malfunction, delays on the border crossings or crowded traffic, closing of some location that was to be a part of the tour, changes to the visa requirements, security situation, natural disasters or other emergency and objective circumstances or force majeure) and is not obliged to pay damages or

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

12.1. Before the trip: the Traveler has the right to drop out of the trip, and is obliged to inform the Organizer in writing, the same way that the contract was concluded. Date of written cancellation of the Contract is the basis for the compensation to the Organizer, presented in percentage on the scale of cancellation compared to the total cost of the trip, if the Program does not determine otherwise, which is:

### **DEPOSIT SCHEME:**

I installment – 40% non-refundable

II installment – 30% non-refundable

III installment – 30% non – refundable

### **FULL PAYMENT:**

Festival tickets – non-refundable  
Airplane tickets – non-refundable  
Accommodation/transfer – until 05.03.2016 - 60%; until 05.05.2016 - 30% refund; after 05.05.2016 no refund

any other compensation for the Traveler. In aforementioned cases, the Organizer bears the potential additional costs of the change in the Program. The Organizer is relieved of the obligation to fulfill the contract if the Traveler disrupts the trip due to crude and inappropriate behavior, without regard for the given warning. In that case, the Traveler is obliged to compensate the Organizer for the potential damage. In the case of emergency conditions during the trip that could not be foreseen, and that can be considered force majeure (terrorist attack, state of emergency, explosion, contagion, epidemic and other illnesses, natural disasters, climate conditions and similar), both contractual parties have the right to terminate the Contract, upon which the Organizer has the right to actual and incurred expenses and is obliged to pay half of the transportation costs of the return trip for the Traveler. The Organizer is not liable if the Traveler rejects the offered return trip with means of transportation provided.

Change of arranged location, date of the trip, and means of transportation, accommodation, accommodation unit, failure to acquire a visa, not paying the agreed upon price and similar, are considered to be cancellations of the trip by the Traveler. the Traveler is obliged to compensate the Organizer only for actual, or incurred expenses (transportation, accommodation, trip organization and similar), if the cancellation happened due to: sudden illness of the Traveler, spouse, child, parent, brother or sister of the Traveler, adoptee and adopter, death of the Traveler spouse, child, parent, brother or sister of the Traveler, adoptee and adopter - summons for military exercise of the Traveler, or a natural disaster or state of emergency declared by the competent authority of the destination country. In the abovementioned cases, the Traveler is obliged to provide the Organizer with evidence that realizes the rights of health insurance on the basis of temporary inability to work (confirmation of the chosen general practitioner, or release form in patient medical facility that explicitly confirms sudden illness and inability to travel), or death certificate, summons for the military exercise. Following reasons are not



considered justified for cancellation or cessation of the trip by the terrorist attack, state of emergency, explosion, contagion, epidemic and other illnesses, natural disasters, climate conditions and similar, for which state of emergency was not declared by the competent government authority of the country of domicile or destination. Sudden illness implies a sudden and unexpected illness or infectious disease or organic disorder discovered by authorized physician, occurring after closing of the Contract and is not related to nor is it a consequence of previous medical condition, and it is of such nature that it requires treatment, hospital stay (hospitalization) and renders the beginning and use of the arranged trip impossible. Organizer, in the case the Traveler provides adequate replacement or the Organizer himself does so, is obliged to refund the Traveler the full amount, deducting only actual and incurred expenses. In the case that the cancellation of the trip is covered by the insurance policy, the Traveler realizes their right directly from the insurance company. When the Contract is cancelled, the Traveler is not refunded by the Organizer for mediating in acquiring visas or paid legal and other fees.

12.2. After the trip has started: If due to the cancellation of the trip the Traveler, through their own fault, does not use some of the contractual services, the Organizer will attempt to receive compensation from the service provider from unused services. If the service provider does not provide the refund, the Traveler does not have the right to a refund of the part of the price for the unused part of the trip. If the service or value is insignificant, the organizer is relieved of this obligation. If, by Organizer's fault, a significant part of the services established by the Contract is not performed, the Organizer is obliged to make certain preventive measures in order for the trip to continue or to offer the Traveler other suitable services until the tourist trip is over, without additional expense for the Traveler, all in accordance with item 14 of these General terms,

without intruding on other legal rights of the Traveler.

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

Price of the trip does not include travel insurance. The Organizer advises concluding insurance for trip cancellation, travel insurance, health insurance and accident insurance. If the Organizer and the Mediator offer travel insurance, it is only via mediation. Insurance contract is concluded only between the Traveler and the insurance company, to which the potential claims are sent to directly. You should read the terms and obligations of the insurance from the insurance contract. Premiums are not a part of the trip price and do not become due immediately after the insurance contract is concluded. By signing the Contract the Traveler confirms that they are informed and directed to securing the package of travel insurance. The Package of travel insurance does not cover mandatory medical insurance, so the Traveler is advised to provide it personally, because that can be one of the reasons border authorities may not allow further travel or the cause for Traveler having to pay significant expenses of potential medical treatment.

The Organizer MYEXIT ADVENTURE has the

Professional liability insurance policy no. 30000001302 of the Insurance Company "MILENIJUM OSIGURANJE a.d.o." that is providing insurance against:

In the case of insolvency:

- expenses of necessary lodgings, food and the return to the place of origin of the Traveler from the trip, both in country or abroad
- claims of the paid amounts of the Traveler according to the Contract of tourist travel that have not been realized by the Organizer
- claims of the paid amounts of the Traveler, in the case the trip is cancelled by the Traveler, in accordance with terms and conditions
- claims regarding the difference between the contracted price of the trip and the price reduced in accordance with non-execution or incomplete execution of services included in the program of the trip

In the case of damages to the Traveler:

- claims of the paid amounts of the Traveler in accordance with the Contract of tourist travel which was not realized by the insured
- claims regarding the difference between the contracted price of the trip and the price reduced in accordance with non-execution or incomplete execution of services included in the program of the trip.

In the case of the insured case arising as a consequence of insolvency, the Traveler can contact Assistance Coris on the following phone number: ± 381 11 36 36 999, or the mail: coris@coris.rs. By calling the Call Centre, temporary lodgings, return of the Traveler to the country of origin and a full 24h Traveler support can be arranged.

#### **14. HELP. COMPLAINTS. LEGAL CHARGES AND SOLVING LITIGATIONS:**

The Travller is under obligation to convey a justified complaint to the local representative of the Organizer immediately and on the spot. In the case that the representative is unavailable, the complaint is to be conveyed to the indirect service provider (e.g. driver, hotelier, etc.) or, if the said persons are not in the travel documents, directly to the Organizer. For help, emergencies and other cases, as well as complaints, the Traveler can contact the Organizer via telephone number +381213108035, fax number +381216612399, from 9h to 17h GMT +1 on work days, or via mail: info@exittrip.org. For emergencies and the like, the Traveler should state the number of the contract, destination, name of the accommodation facility, names of the travelers, address, phone number or some other way of contact. Traveler is under the obligation to cooperate with good intentions and patiently wait for the time frame of 24-48h to pass, in order for the justified complaint to be removed on the spot (e.g. fridge malfunction, lack of electricity or water, poorly cleaned suite etc.) and accept the offered solution, corresponding the contracted service. If the cause of complaint is not removed on the spot, the Traveler shall make a written voucher together with the representative of the Organizer or the

to pay the price difference in full, from the day of receipt of the complaint. If the complaint is not

indirect service provider (accommodation, transport and other services from the Program), which both sides shall draw up and sign. The Traveler keeps one copy of the voucher. If the cause of the complaint was removed on the spot, the Traveler is under the obligation to sign a voucher on that. In case that he/she fails to do so and continues to use the alternative solution shall be considered as the full execution of the Program. Local representatives are not authorized to acknowledge any demands of reimbursement; it is solely the jurisdiction of the Organizer. The Traveler cannot demand a proportionate price reduction, breaking of a contract, and claims reimbursement if he/she fails to convey the shortcomings between the provided and contracted services to the authorized representative and the Organizer, precisely and legitimately. If the shortcomings were not removed on the spot, the Traveler is under the obligation to deliver exclusively to the Organizer a well-founded and documented objection, within eight days from the end of the trip, i.e. within thirty days from the day of ascertaining the shortcoming (objection in written form, bills of paid expenses, claims per types of undelivered services, with concrete facts and quantified per every Traveler individually, witnesses and other proof) and demand the return of the price difference between the contracted and undelivered or partially delivered services. Each Traveler who signed the contract for him/herself and in the name of persons from the contract or persons with regular representation authorization submits the complaint individually, since the Organizer will not consider group complaints. Complaints and other procedures the Traveler shall deliver in writing, to the Organizer's address in Novi Sad, 5 Kisačka Street. The Organizer is under obligation to consider only timely, argument and documented complaints upon receiving the complaints whose cause could not have been removed during the trip, on the spot.

The Organizer is under obligation to deliver a written answer to the Traveler within 15 days and

complete and needs to be edited, the Organizer will provide a response for the Traveler to edit it in the given time period or it will not be considered. The Organizer will, in accordance with good business customs, answer the Traveler in a time period stated by the law and concerning complaints that are late, not well-founded or disorderly. Price reduction upon complaint of the Traveler can reach the amount of advertised and unrealized part of the service, cannot enclose already used services, nor achieve the amount of the full contractual price. The compensation amount, paid upon well-founded and timely complaint, is proportionate with the degree of unrealized or partially realized service. If the Traveler accepts the payment for the proportionate price reduction, or any other type of compensation, he/she is considered in agreement with the organizer's suggestion for a peaceful solution to the litigation, and by that he/she renounces all future claims towards the Organizer regarding the dispute, regardless of the fact whether he/she signed a written confirmation on the refund with a clause on final solution of mutual disputes. It shall be considered that the refund to the Traveler was done and an agreement with the Traveler in accordance with the Law, these General Terms and the general terms of YUTA, when the Organizer offered the Traveler a realistic price difference for the inadequately provided services, in accordance with the price list of the direct service provider on the day of the trip contract conclusion, and other available evidence, and that the organizer acted in accordance with legal regulations. The Organizer is not held responsible for negligence, i.e. damages done to the Traveler by direct service providers who will be charged in accordance with the regulations regarding them, if the Organizer was careful when choosing the service providers.

Any demand by the Traveler to initiate legal proceedings with other persons before the period for complaint settling has passed, as well as informing public media, shall be considered premature and a breach of the Contract.

## **15. PROGRAM OF THE TRIP ON PASSENGER DEMAND AND INDIVIDUAL SERVICES**

15.1 Program of the trip on passenger demand: Individual trip (hereinafter: Trip on demand) of the Traveler is a combination of two or more services, not found in Organizer's offer, i.e. not made public by the Organizer, but made according to the demands of the Traveler. The provisions of previous items of these General terms are analogously applied to the Trip on demand, unless this item states otherwise. If, upon Traveler's demand, several individual services from Organizer's offer were combined and contracted (i.e. flight, round tour, etc.) cancellation fee is calculated per individual service and finally summed up. The Traveler has the right to back out of the Contract, of which he/she is under obligation to inform the Organizer in writing. The date of written cancellation of the Contract is the basis for the calculation of the compensation belonging to the Organizer, presented in percentage on the scale of cancellation compared to the total cost of the trip, if the Program does not determine otherwise, which is:

5% if the trip is cancelled up to 60 days before the beginning of the trip (timely back-out),  
15 % if the trip is cancelled 60 to 30 days before the beginning of the trip,  
20 % if it is cancelled 29 to 20 days before the beginning of the trip,  
40 % if it is cancelled 19 to 15 days before the beginning of the trip,  
80 % if it is cancelled 14 to 10 days before the beginning of the trip,  
90 % if it is cancelled 9 to 6 days before the beginning of the trip,  
100 % if it is cancelled 5 days before the beginning of the trip or during the trip.

15.2 Individual services and "Reservation upon inquiry": In case the Traveler reserves or arranges only one service in the contract, the Organizer's role is that of the mediator for services of others (hereinafter: Service mediator). For individual and

"reservation upon inquiry" the Traveler deposits no less than 50 EUR in RSD counter-value in the name of reservation fee, according to the sales rate of the Organizer's bank on the day of depositing. If the reservation is accepted by the Traveler, the deposit is added to the price of the service. If the reservation is not confirmed in the agreed time period by the Organizer, deposit is fully refunded to the Traveler. If the Traveler does not accept the offered or confirmed reservation, and which is in complete accordance with the Traveler's demands, deposit is retained in full by the Organizer.

The Organizer, excepting intentional and gross negligence, is not responsible for shortcomings, material damages and bodily injuries regarding individual tourist services demanded by the Traveler, for which the Organizer is only a mediator between the Traveler and the direct service providers (e.g. individual services of accommodation, transport, sport events tickets, excursions, rent-a-car services etc.). With the proof of contracted individual service the exclusive contractual relations between the Traveler and each service provider come into effect. With individual tourist services the following scale of cancellation is applied, unless differently agreed:

- a. for hotel accommodation
  - up to 30 days before the beginning of the trip 10%
  - from 29 to 22 days before the beginning of the trip 15%
  - from 21 to 8 days before the beginning of the trip 25%
  - from 7 days before the beginning of the trip 50%
  - from 6 before the beginning of the trip and after the start of service use 100% of the price
- b. for suite rental per unit:
  - 45 days before the beginning of the trip 20%
  - from 44 to 30 days before the beginning of the trip 50%
  - from 29 before the beginning of the trip 70% and
  - from 15 days before the beginning of the trip and after the start of service use 100%
- c. for motor home and motorcycle rental:

31 days before the beginning of the trip 20%  
from 30 to 22 days before the beginning of the trip 30%  
from 21 to 8 days before the beginning of the trip 50%  
from 7 to 3 days before the beginning of the trip 65%  
from 2 days before the beginning of the trip or not showing up 80%

d. Rent-a-car services: The Traveler fully accepts the General Terms of vehicle rent found on the back of the standard Contract on vehicle rent.

Unless differently stipulated by the contract on vehicle rent, the following rules apply: Reservations and confirmations are valid for the reserved category of the vehicle, never for a brand/make of the car. Agencies retain the right to provide the clients with a similar or more expensive vehicle than reserved, which cannot be used as a reason for damage claims, eg. for increased gas consumption. Charging for vehicle rent is done upon finished service. As a rule, it is necessary to reserve the means on the spot, i.e. a secure deposit needs to be paid. In case of a traffic accident, damages or theft of the rented vehicle, the secure deposit is retained as co-payment. In the following cases, the Traveler is exclusively responsible for: damages from disrespecting the terms and conditions of rental; gross negligence while driving or driving under the influence of alcohol; damaged oil sump or the under-floor of the vehicle; additional expenses for the hotel, telephone or driving away; loss or damage to the keys; expenses for private things, damaged in a traffic accident or stolen from a vehicle; total pneumatics damage. In case of damaging vehicle the Traveler is under obligation to: report to the police and help create a police record on the accident and damage, as well as inform the rent-a-car agency. Agency and the insurance cannot acknowledge partial, nor total damage on the car if the driver was under the influence of alcohol, drugs, etc. Policy insures the Traveler, as well as any other authorized driver, in

accordance with the provisions of general terms and conditions of the insurance and the rental Contract. Obligatory insurance policy according to the law covers only injury and/or death of the person (Traveler) and the damage done to a third person and his property. The following documents are necessary for accepting the damage and co-payment return: police records and records on damages; copy of the rental contract; proof of deposit payment (receipt from the rent-a-car agency or credit card); original keys and the registration document of the vehicle. Airport vehicle rental fee started at the airport is paid in the amount of 10% of the value of rental Contract. Tax for takeover or delivery of the vehicle outside of the agency's location in the country, as well as abroad, requires paying another fee. In the rented vehicle, the Traveler can travel abroad under special conditions and with a special permission of the agency. The expenses of used vehicle fuel in the rental period is paid by the Traveler. Seats for children, snow chains etc. are provided for upon request and require additional payment. The Traveler confirms that his/her personal information will be entered into the vehicle rental contract and that he/she is in agreement that the information can be passed on to third persons in order to establish his identity and financial credibility. Other individual services: Reserved individual services such as tickets for concerts, opera, theatre, ballet, transportation (metro, train, bus), ferry boat, ski pass, sightseeing, museums, individual transfers etc. are to be paid for in the case of cancellation by the Traveler, in the amount of the agreed price of every individual service. With the individual service of transport in case of timely cancellation already prepared tickets for liner flights, trains or ferryboats, or full price will be charged for them. In case that the Traveler reserved an apartment, the Organizer informs of the possibility that the lessor can charge the Traveler an appropriate fee for side costs and potential damages.

## **16. PROTECTION OF TRAVELER'S PERSONAL INFORMATION**

Traveler's personal information, given freely by the Traveler, represent a business secret for the Organizer. The Traveler agrees that the Organizer can use his/her personal information for the realization of the agreed program of the trip, and the address, location, time, price of the trip and the name of the Traveler's companions shall not be mentioned to other persons, except the persons specified by special regulations.

## **17. OBLIGATORY APPLICATION:**

The Organizer can stipulate under the Program or Separate terms of the trip different provisions than in these General Terms, due to specific conditions and rules of the indirect service providers, such as for trips with special content (in case of sport, congressional and similar international events, as well as special kinds of tourism - student excursions, fishing and hunting, extreme sports, etc.) which are an integral part of such Contracts. The inefficiency of certain provisions of the Contract does not cause the inefficiency of the entire travel Contract, which is valid for these General Terms as well. The Traveler and the Organizer are in accordance that the relevant court is the YUTA Court of conciliation, Belgrade, 14 Kondina Street for solving disputes, and in the case of legally stipulated real relevancy of the regular court, the Traveler and the Organizer shall agree on the local relevant court, according to the headquarters of the Organizer, with the application of these General Terms as well as the General travel terms and conditions of YUTA and the regulations of the Republic of Serbia. These General Terms of travel are in application since January 25<sup>th</sup>, 2017.

“MYEXIT ADVENTURE”

Director Akos Selesi