



Pursuant to Article 68, paragraph 1, point 2) in accordance with Articles 70 and 71 of the Law on Tourism ("Official Gazette of the Republic of Serbia "No. 17/2019) director of the Tourist Agency "**INSPIRED TOURS BEOGRAD**", on 10th of March 2023. adopted the following:

GENERAL TRAVEL CONDITIONS

1. PRE-CONTRACT NOTIFICATION:

By signing the standard Travel Contract Confirmation (hereinafter: The Agreement) with his signature on behalf of all the passengers from the Agreement (hereinafter: The Passenger) confirms that she/he received these General Travel Conditions (hereinafter: General Conditions), Travel Guarantee Confirmation and prepared and published Tour Program (hereinafter: The Program), that the Passenger is, like all the passengers stated in the Agreement, familiarized with the documents and fully accepts the General Conditions, as well as familiarized with optional availability of travel and health insurance.

The provisions of these General Conditions are an integral part of the Agreement between the Passenger and Tourist Agency "NINA BATOS PR INSPIRED TOURS BEOGRAD" as the Tour Organizer (hereinafter: Organizer) and are binding for both parties, except the provisions that are defined in additional written agreement or Program.

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

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

2. APPLICATIONS, PAYMENT AND AGREEMENT:

The Passenger submits application in written form or on a durable data recorder or by e-mail or fax. The Passenger may apply at the headquarters, branches or offices of the Organizer, as well as in travel agencies that have a Contract on indirect travel sales (hereinafter: The Agent). The Agent who offers and sells a tour package is obliged the state her/his status in the Program and Travel Agreement. When the Agent, in the Program of the Organizer as well as in the Agreement with the Passenger, does not specify their entitlement of the Agent, the Organizer is not responsible for the performance of the Program to the Passenger, that is obligation of the Agent. Passenger's application enters into force when confirmed by the Agreement conclusion, in the manner in which the application was made, and the advance payment in the amount of 30% of the package price, unless otherwise agreed. The rest of the tour package price, unless otherwise agreed, must be paid 15 days before departure/arrival. If the Passenger fails to make the full payment, it is considered as the trip cancellation in accordance with paragraph 12 of General Conditions. Each advance payment is considered as payment for all passengers, not just for one particular passenger from the Agreement.



By signing the Agreement, the Program (announced in forwards or altered after) becomes integral part of it and cannot be changed, unless the parties express a different agreement, or in case changes occur due to force majeure. In case of cancellation or modification of Agreement, cancellation provisions and amendments are applicable to all passengers listed in the Agreement.

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

3. OBLIGATIONS AND THE RIGHTS OF THE ORGANIZER

- The Agreement includes services that are stated in the Program and other special requirements of the Passenger, which are accepted exclusively by the Organizer,
- To pay proportional real difference between the Agreement price and the price of the travel, reduced in proportion to the non-realization or incomplete realization of the Agreement (hereinafter: Price Reduction) in case of timely and valid written complaint - Passenger's Complaint, in accordance with the law and these General Conditions, unless the incomplete realization is due to: actions of the Passenger, or actions of a third party that does not have contract as direct service provider in the implementation of the Program, force majeure or unforeseeable events at which the Organizer has no influence and whose consequences are inevitable despite the implementation and due diligence, or due to other events that Organizer could not foresee and overcome,
- In accordance with good business practices in this field to ensure the rights and interests of passengers
- Prior to journey submit the name, address and telephone number of the local representatives or local agency's partners and when appropriate, address and telephone number of the Organizer for emergency assistance to the Passenger
- Organizer is not responsible for the services provided to the Passenger by some other parties not included in the Program,
- All spoken or any other kind of information, which differ from those contained in the Program, Agreement, or Special Agreement and these General Conditions, do not bind the Organizer and cannot be the basis for complaints of the Passenger

4. RIGHTS AND OBLIGATIONS OF PASSENGERS

- To get familiar, along with all the passengers stated in the Agreement, with the Program, General Conditions and Travel Guarantee, and submit additional requirements that are not stated in the Program,
- To provide herself/himself optional travel insurance, as those are not provided by the Organizer nor the Organizes is responsible for,
- To pay the agreed price under the conditions, deadlines and in the manner envisaged by the Agreement
- To timely submit to the Organizer accurate and complete information and documents necessary for tour organization and guarantee that she/he, her/his documentation, luggage, etc., meet the requirements determined by the regulations of Republic of Serbia, transit and destination country (border, customs, sanitary, monetary and other regulations),
- To compensate the damage done to the direct service providers or third parties by violation of laws and regulations and these General Conditions,



- To promptly appoint another person to travel instead, compensate the Organizer for the actual costs caused by the replacement and be liable for the unpaid part of the price stated in the Agreement,
- To submit valid complaints promptly communicates on spot, in written form to the Organizer or entitles listed in the travel documents,
- To get informed prior to the Conclusion of the Agreement, via the website of the Ministry of Foreign Affairs of the Republic of Serbia (www.msp.gov.rs) and in other ways, about so called countries of high or moderate risk,
- To get informed by the Organizer and its Agent not earlier than 48 hours, but at least 24 hours' prior the departure date regarding the exact time of the departure and return from the trip

5. PRICES AND SERVICES INCLUSIONS

- Prices are stated in foreign currency; a calculation of the payment is made in RSD by Offer Rate of Organizer's bank on the payment date, respectively, at the rate specified in the program, or if otherwise agreed. Prices are based on business policy of the Organizer and cannot be the subject of Passenger's complaints.
- The Passenger pays for services performed abroad (which are not pre-arranged and paid) on spot to the direct service providers.
- Price stated in the Agreement includes in advance prepared and available combination of at least two or more following services of average quality, common for a give destination and facilities, including: accommodation, meals, transportation, preparation and organization of travel; these services are offered at a single price paid by the Passenger (hereinafter: Standard Services).
- The price from the Agreement does not include, in case it was not specifically agreed on (hereinafter: the Special Agreement), the following costs: airport and marine taxes, local tourist guide, a representative of the organizers, tourist animator, optional programs, use of sun loungers and parasols, obtaining visas, entrance fees to sights and events, insurance of passengers and luggage, Hotel Room Service, use of Hotel mini bar, air conditioning, recreational, medical, telephone and other services, reservation of special seats in the vehicle, the cost of accommodation in a single room, rooms with special features (view, floor, size, balcony, etc.), additional meal and others (hereinafter: the Special Services). The Agent has no authority to, on behalf of the Organizer, offer special services that are not part of the Program. Conditions relating to discounts for children as well as other benefits which are specially provided in the Program are determined by direct service providers and those should be interpreted restrictively (e.g. for children under two years old, the relevant date is the calendar date when the child reaches the age of two years, not the first day of the travel nor the date of the Agreement conclusion). In case of wrong age submitted by the Passenger, Organizer has the right to charge the difference to fulfil the price of the travel package, with the extra paying of 3.000,00 RSD for the manipulative expenses.
- The price does not include, nor the Organizer shall be liable for optional and additional services realized and charged by the foreign-partner, respectively the direct service provider, bearing in mind those services are not envisaged by the Program or Special Agreement, including participation of the Passenger in sport and other leisure activities.
- Optional programs represent non obligatory part of the travel program and depend on the number of passengers applied. The price mostly includes the reservation expenses, transportations, local guide, tickets and organizing expenses... The dates of optional programs are changeable and depend on the local free time, number of passengers applied and real circumstances.



6. PRICE CHANGE AND PASSENGER'S RIGHT OF AGREEMENT CANCELLATION

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

7. SERVICE CATEGORIZATION AND DESCRIPTION:

- All services listed in the program include standard services of average quality, common and specific for certain destinations, places and objects. In the case that the Passenger would like to have some other services not included in the Program, a Special Agreement must be concluded on that occasion.
- The Organizer's web site is informative. There is a possibility of some other information different from the current though the site is regularly updated. All the information should be checked directly in the agency.
- The Organizer is not responsible for the description of services in catalogues - publications or on websites of intermediaries and direct service providers (e.g. Hotel, Airlines, etc.), unless addresses the Passengers to those
- The Organizer is only responsible for the service descriptions contained in their own Programs, or on its website.
- Accommodations objects and units, vehicles and other services, described according to the official categorization of Organizer's country of registration at the time of publication of the Program, are different and not comparable from destination to the destination, but within same destination. Meals, comfort and quality of service depend primarily on the package price, the chosen destination and categorization, determined by local-national regulations and out of control and influence of the Organizer.
- Date of commencement and completion of travel established by the Program, does not include all-day stay of the Passenger in the accommodation facility or destination. Time of departure or arrival of the Passenger and checking-in and checking-out of the accommodation, depends on border crossings procedures, road conditions, permits the competent authorities, technical and weather conditions or force majeure, which may affect the time of departure of aircraft and other transportation vehicle that the Organizer cannot influence on, and therefore in such cases the Organizer is not responsible for the complaint. The first and the last day of the Program are designed for travel and do not involve stay in a hotel or place of destination - but merely indicate the calendar day of the beginning and end of the trip, so the Organizer is not responsible for the late night or early morning flight, entering the room in the late evening, leaving the hotel in the early morning hours, etc. The days of the Program are counted by the calendar.
- For airplane arrangements the agreed travel commencement time is passenger's meeting at the airport, which is at least 2 hours earlier than the first published time of departure of the airplane. In the case of delay of the flight, the Organizer is not responsible for such delay, while national and international regulations in the field of air carriage are applicable. Commonly, departure and arrival, take-off and landing of aircraft for charter flights are in late evening or early morning



hours, and if the Passenger is provided at the start or end of the travel with so-called "cold meal/lunch box" in the accommodation facility, it is considered that the Agreement is fully implemented.

- The service of the tourist guide, escort, local guide, animator or local representative does not mean their whole day and continuous presence, but contact and necessary assistance to the Passenger, as per predetermined periods of availability, published on the information board or in some other way. Instructions and guidelines of the authorized representative of the Organizer (in particular in relation to the time of departure, transportation, accommodation, legal and other regulations), bound the Passenger, and non-compliance with the above mentioned instructions is a violation of the Agreement and for all possible consequences and damages in such cases the Passenger is responsible in full.

- Changes or deviations of individual services which are not caused by the will of the Organizer are allowed, if they do not reflect negatively on the whole concept of the agreed travel. If as per above mentioned reasons, the flight or transportation should be moved to another airport or city, the Organizer is obliged to offer Passenger other suitable transport, until the completion of tourist travel, at no extra cost to the Passengers as well as to pay any difference in price between the agreed price and provided services. Organizer will bear all the costs of alternative transport at least for the ticket of 2nd class carriage.

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

8. ACCOMMODATION, MEALS AND TRANSPORTATION

8.1. Accommodation: Unless stated otherwise in the Agreement:

The Passenger will be accommodated in any officially registered accommodation unit in the accommodation facility described in the Program, regardless the characteristics of the Passenger, the location and position of the building, number of floors, the proximity of noise, parking and other characteristics. Earliest check-in of the Passenger in the accommodation is after 16:00 on the day of the use of service, and latest check-out is at 09:00 on the last day of service use. The Passenger has no right for a refund due to voluntary leave of the accommodation object, nor for the hotel services price or transportation price. Three and four bed accommodation units (room, a studio, apartments and similar) are determined in accordance with the categorization and regulations of Company's registration country, most usually as standard two bed rooms with one, or two side beds which are usually wooden or metal collapsible constructions and which can deteriorate, in a significant manner, the quality of the accommodation. Air conditioning in accommodation units varies from destination to destination and does not imply the continuous 24-hours use of A/C. The Organizer does not take any responsibility for the losing or the stealing of any valuable possessions, precious possessions and other passenger's possessions, nor for the damage related to the topic. The Organizer is not responsible for damage caused to the Passenger due to her/his failure to comply with regulations, prescribed by the rules and practices established by the airline, hotel and other direct service providers. If two or more people booked together two bed or more-bed room or ship cabin etc., and there is no third person who substitutes one of them, the Organizer has the right to charge the full price of the accommodation unit. After the start of tourist travel, and due to sudden and justified reasons, the agreed accommodation may be, without the consent of the Passenger, replaced with the accommodation of the same or higher category in the agreed place of accommodation at the expense of the Organizer, accommodation in hotels of lower



categories can be done upon the consent of the Passenger and refund price difference caused by the reduced category of the accommodation facility. The Passenger assumes the obligation to get acquainted and respect the rules of behavior in the accommodation facility, and in particular: the deposit and storage of money, jewelry and valuable belongings, bringing food and drinks into rooms, facility behavior duties, number of persons in the room, check-in and check-out time etc., as the Organizer is not responsible for the damages incurred on that basis.

8.2 Alimentation, unless stated otherwise in the Agreement

Diversity, food quality and food service depends mostly on the price of the arrangement, category of the objects, destination and local customs, regardless whether meals are served on the basis of self-service or menu service. "All inclusive" term or any other term stands for services under the internal accommodation rules and does not have to be identical within the same category at the same destination. The Organizer introduced to the Passenger the content of "All Inclusive Services" in written form. Breakfast, unless otherwise stated in the Program, stands for the continental breakfast. If Hotel capacity is over 30, it is possible that instead of self-service, the food is served by the waiter, if the meal is included in the Program. The accommodation facility has identical alimentation conditions, regardless if the Travel Agreement includes children, elderly people or persons with special needs. In case the Passenger makes a different arrangement with direct alimentation service provider on the spot, the Organizer shall not bear any responsibility for the inadequately performed alimentation service.

8.3. Transportation: Unless stated otherwise in the Agreement

Transport and transfers are operated by standard tourist buses or other vehicles; according to the regulations and criteria applicable in the country in which the carrier is engaged by the Organizer, and the regulations, principles and rules of the carrier (e.g. transfer in any transportation vehicle does not imply having numbered seats, no meal or drinks included during transfer, etc.). The Passenger is obliged to accept any offered place in the transportation vehicle. The Organizer has the right to hire all types of tourist buses that meet the requirements of the regulations (coach or double-decker), as well as other means of transport, in case of other circumstances: when a mini bus is engaged, it is necessary to define the number of seats. During the ride, the toilets in the buses are not available for use, if not otherwise approved. The Passenger is obliged to compensate all the damages caused by her/his negligence in the transportation vehicle on spot. During the stay in the transportation means smoking is forbidden. The Passenger is obliged to behave in a proper manner in the transportation vehicle and respect the rules on the carriage of passengers and traffic regulations, otherwise the Organizer has the right deny the transportation, or in presence of the police, take the Passenger of the transportation vehicle after which transportation to the destination will not be the responsibility of the Organizer. If the Passenger, due to be taken off the transportation vehicle, decides to cancel the trip, the case is the subject of the cancellation scale from point 12 of the General Conditions. The itinerary (driving) route, pauses, places and duration of pauses are determined by the guide/tour leader. Guide/Tour Leader or driver has the right to change the timetable, route, local sightseeing order due to unpredictable, unavoidable or security reasons and similar circumstances. The Passenger is obliged to obey instructions of the driver or guide/tour leader (duration of the pause, etc.). The incompatibility of the personal data given to the Organizer with the information in the Passenger's passport (name of the Passenger, etc.) may result in the issuance of a new airline ticket, with expenses or even declaring the ticket invalid, for which the Passenger is responsible. The Passenger is responsible for her/his airline tickets from the moment she/he gets it at the airport or in the agency. There is on possibility of issuing duplicate airline tickets, not the boarding card. The Passenger is fully responsible for the consequences in case of the loss during the journey. Airline or special transport tickets are valid only for the dates and times indicated in them. The transport of passenger by air, rail, sea, river or lake means of transportation are carried out



under direct responsibility of those carriers, determined in accordance with the regulations and rules custom for those model of transportation, and beyond the influence and responsibility of the Organizer.

9. TRAVEL DOCUMENTS, HEALTH AND LEGAL REGULATIONS:

All terms and conditions published in the Tour Program relate exclusively to citizens with travel document of the Republic of Serbia. The Organizer is not responsible and is not obliged to inform the Passenger - citizen of another country about the conditions (visa, customs, health, etc.) valid for the destination or transit country, but the Passenger is obliged to get informed at the competent consulate, ensure the necessary conditions and documents in a timely and correct manner. For a foreign trip the Passenger must have a valid travel document with a validity period at least 6 months after the end of the trip, and in due time, provide the Organizer with the correct and complete necessary data and documents for obtaining a visa, if is obtained by the Organizer. The representative of the Organizer or the Agent is not authorized to determine the validity of travel documents and other documents. When the Organizer mediates in the visa obtaining procedure, it does not guarantee the obtaining of a visa, not obtaining visa within the deadline and not imply any responsibility of the Organizer in case of the inaccuracy of travel and other documents, or incase border authorities or immigration services do not approve entry, transit or further stay in the destination country to the Passenger. If the Passenger loses travel document or has them stolen during the journey, she/he is obliged to at her/his expense timely provide new travel documents and to be responsible for all possible harmful consequences due to the loss/theft.

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

The Passenger is strictly obliged to respect Customs, foreign exchange and other regulations of the Republic of Serbia, transit states and countries in which she/he resides, and in the event of the inability to continue the travel and stay or everything else, all the consequences and expenses shall be the responsibility of the Passenger herself/himself. If the trip cannot be realized due to Passenger's failure, in relation to the provisions of this point, the provisions of point 12 of the General Conditions shall apply.

10. LUGGAGE

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

When travelling by bus, the Passenger may take two pieces of luggage per seat user. Children under two years of age do not have the right fir free luggage. The Passenger is obliged to take care of his belongings taken to the cabin of the vehicle,



when handing or taking back the luggage to/from the authorized person of the carrier, or when entering it into the accommodation facility. All of his rights as stated above, the Passenger realizes through the Travel Organizer, or directly through the carrier, provider of accommodation or insurance services, in accordance with the applicable international and domestic regulations. Transportation of luggage from the parking lot to the accommodation unit is the obligation of the Passenger (the transport will be as close as possible to the accommodation facility). The Organizer is not responsible for forgotten belongings in the transportation vehicle. Except for intent or negligence, the Organizer has no responsibility for expensive items, which are usually not carried with, except when the Organizer has explicitly take the items for storage. Therefore, it is not advisable for the Passenger to carry valuable items during the trip, or in case she/he does, it is the Passengers responsibility to store valuable items properly and safely or to carry them. The duty of the Passenger is to visibly mark her/his luggage with her/his personal data, and not to leave personal documents, belongings and valuable items in a parked vehicle, since the Organizer is not responsible for their disappearance. It is recommended to carry documents, gold, valuable items, technical instruments and medicines exclusively in hand luggage if applicable, and during accommodation to deposit items in a safe, if possible. The Passenger is obliged to report loss, damage or loss of luggage during the trip, to the representative of the Organizer.

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

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

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

- Insufficient number of passengers applied, on the condition that the Passenger is informed about it at least 5 days before the travel starts
- Due to the impossibility of fulfilling obligations of the Agreement for which the contracting parties are not responsible, in case these issues had existed at the time of publishing the Program, it would be a justified reason for Organizer not to publish the Program and sign the Agreement. In this case Organizer has responsibility of refunding the amount already paid to the Passenger, within 15 days from the cancellation day.

Unless stated specifically in the Program, to go on a travel, the least number of applied passengers should be: 40, for bus travel, 20 for regular airline travels in Europe, 15 for intercontinental airline travels, for special air charter flights, agreed by Contract or for trains or hydrofoils etc. at least 80 % of the total capacity per one mode of transportation.

In case of accepting the New Agreement the Passenger shall waive any claims against the Organizer, based on the originally concluded Contract.

11.2 *During the journey:* The Organizer during the trip, about what is obliged to notify the Passenger in the most appropriate manner without delay, reserves the right to change the day or hour of the departure, as well as the right to change the travel route and the necessary changes to the Program, if travel conditions change (change the flight schedule, emergency landing, vehicle breakdown, traffic jams or intense traffic at the borders, closing of one of the site planned for



the visit, changes in the visa regime, security situation, natural disasters or other extraordinary and objective circumstances and force majeure) without the obligation to cover the damages costs or any kind of expenses to the Passenger. In these cases, the Organizer shall bear any additional costs of amending the Program. If the Passenger interferes in trip realization due to misbehavior, regardless of the warning, the Organizer may request compensation for any possible costs incurred. In the event of occurrence of extraordinary circumstances during the trip that could not be foreseen in advance, which can be described as the force majeure (terrorist attacks, state of emergency explosions, infections, epidemics and other diseases, natural disasters, climatic conditions, etc.) both contracting parties have the right to terminate the Contract, whereby the Organizer has the right to surcharge actual or full expenses and the obligation costs and is obliged to pay half the travel costs of return of the Passenger. The Organizer does not assume any responsibility if the Passenger refuses the offered return transfer with the provided means of transport.

12. CANCELLATION OF THE AGREEMENT BY THE PASSENGER:

12.1 Prior to the journey: The Passenger has the right to cancel the trip, she/he is obliged to inform the Organizer in written form in the manner that is envisaged by the concluded Agreement. The date of cancellation of the Agreement is the basis for calculating of the fee that is surcharged by the Organizer expressed in percentage according to the scale of cancellation in relation to the total travel price, unless otherwise specified by the Program, as follows:

- If the Passenger timely cancel the journey (90 to 45 days), the Organizer is entitled to charge administrative costs incurred during the Program preparation in the amount of 2.000,00 RSD.
- 10 % if the trip is cancelled from 44 to 30 days before the start of the trip
- 20% if it is cancelled 29 to 20 days before the start of the trip
- 40% if it is cancelled 19 to 15 days before the start of the trip
- 80% if it is cancelled 14 to 10 days before the start of the trip
- 90% if it is cancelled 9 to 6 days before the start of the trip
- 100% if it is cancelled 5 to 0 days before the start or during the trip

In other cases, the following cancellation scale will apply:

a) For Ship cruises

- If the passenger timely cancels the journey, at least 150 days' prior the trip, only administrative costs
- 5% at least 60,00 euros for 91 days prior to the travel beginning,
- 15% from 90 to 45 days prior to the travel beginning,
- 30% from 44 to 29 days prior to the travel beginning,
- 50% from 28 to 15 days prior to the travel beginning,
- 80% from 14 to 7 days prior to the travel beginning,
- 95% from 6 to 3 days prior to the travel beginning,
- 100% on the day of the travel beginning, not coming or terminating or cancellation during the travel

b) For recreational breaks for preschool age, classes in nature, pupils and students' excursions if the complete contract is cancelled:

- On time cancel, at least 150 days' prior the trip, only administrative costs
- 5% if the trip is cancelled up to 120 days before the start of the trip,



- 20% if it is cancelled from 119 to 90 days before the start of the trip,
- 50% if cancel 89 to 60 days before the start of the trip,
- 80% if cancelled from 59 to 45 days before the start of the trip,
- 100% if cancelled from 44 before the start or during the trip.

c) For “intercontinental trips”:

- On time cancel, at least 150 days’ prior the trip, only administrative costs
- 40% if the trip is cancelled from 45 to 35 days before the start of the trip,
- 60% if it is cancelled from 34 to 30 days before the start of the trip,
- 70% if cancel 29 to 20 days before the start of the trip,
- 90% if cancelled from 19 to 15 days before the start of the trip,
- 100% if cancelled from 14 to 0 days before the start of the trip.

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

The Passenger is obliged to refund only the actual cost incurred (costs of transportation, accommodation, travel organization, etc.), if the cancellation was done due to:

- the sudden illness of the Passenger, her/his spouse, child, parent, brother or sister, adopting parents,
- death of the Passenger, her/his spouse, child, parent, brother or sister, adopting parents
- military conscription of the Passenger or elementary bad weather conditions or state of emergency officially declared by the competent authority of the country of travel

For those cases, the Passenger is obliged to submit to the Organizer the proof of realization of her/his health insurance rights on the basis of temporary prevention from work (confirmation of the chosen GP in the field of general medicine, i.e. or receipt of the stationary health institution, which explicitly confirms the sudden illness and the inability to travel), or death certificate, or military conscription.

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

A sudden illness stands for an unexpected and unforeseen disease, and infectious disease or an organic disorder stated by the authorized MD that occurred after the conclusion of a travel Agreement and is not related to nor is a consequence of any previous medical condition, and is of such a nature that the disease requires treatment, stay in the hospital (hospitalization) and makes it impossible to start or use the contracted trip. The Organizer, in case the Passenger provides an appropriate replacement or is replaced by the Organizer, is obliged to make the return of the total paid funds to the Passenger in full, after deducting only the actual performed costs. The Organizer, in case of replacement of the Passenger, is obliged to conclude the Agreement with a new Passenger. In case of travel cancellation covered by the insurance policy, the Passenger realizes her/his rights directly with the insurance company. In the event of Agreement cancellation, the Passenger will not be refunded the amount paid to the Organizer for mediation in obtaining visas, as well as paid legal and other obligations.



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

13. INSURANCE AND TRAVEL GUARANTEE

Travel insurance, insurance in case of cancellation and luggage insurance are not included in the price of the travel. The travel Organizer advises on signing the insurance which is not regulated by the Law: the insurance of travel responsibility, health insurance and accident insurance. In case the Organizer or the Agent offers travel insurance, it is considered only as mediation act. The Insurance contract is concluded between the Passenger and Insurance Company to which the complaints are addressed directly. Therefore, passengers should get acquainted with the conditions of his/her insurance and his/her obligations as per insurance contract. Insurance premium is not an integral part of the price of the travel and are due immediately upon the conclusion of the contract. By signing the Contract, the Passenger confirms that she/he is informed about the insurance and is recommended to purchase the travel insurance package. Travel Insurance package does not cover compulsory health insurance, so the Passenger is advised to ensure she/he possess one as that could be the reason for the Border Authorities to deny the entrance in the State or the Passenger would pay the costs of treatment by her/himself. In accordance with the provisions of Tourism Law, NINA BATOS PR INSPIRED TOURS BEOGRAD, possesses Travel Guarantee in the amount of 15,000 EUR, which in case of:

A) insolvency of travel organizers provides:

- ✓ necessary accommodation, meals and return of Passengers to the city of departure in the country and abroad
- ✓ receivables funds paid by passengers on the basis of the Tourist Travel Contract, which the tour did not realize
- ✓ receivable funds paid to passengers in the event of trip cancellation by the customer, in accordance with the General Travel Conditions.
- ✓ claims the difference between the payments received under the terms of Tourist Travel Contract and funds reduced in proportion to the non-execution or incomplete execution of the services covered by the travel program; and in case

B) provides compensation for damage compensation caused to passenger by non-performance, partial performance or undue performance of obligations of the tour operator, which are stated in General Travel Conditions

- ✓ For claims the funds paid by passengers on the basis of the Tourist Travel Contract services of which were not realized
- ✓ Claims for the difference between the payments received under the Tourist Travel Agreement and funds reduced in proportion to the non-execution or incomplete execution of the services included in the travel program. The period of cover Travel Guarantee is from the date of its issue until the end of the tourist travel or until the return of passengers to the agreed destination.

The period of cover Travel Guarantee is from the date of its issue until the end of the tourist travel or until the return of passengers to the agreed destination.

INSPIRED TOURS BEOGRAD possesses **deposited funds** in the amount of **500,00 EUR** on the local bank account number 160-506924-70(Banca Intesa; Business ID: 07759231) as well as an **Insurance Policy No. 30000033433**, issued on 06th of March 2023 by "Milenijum Osiguranje" a.d.o Belgrade and valid until 06th of March 2024.

Travel Guarantee is activated immediately, or within 14 days of the date of occurrence of the insured case: via telephone number+381 11 7152 300; Fax: +381 11 7152 306; via e-mail: office@milenijum-osiguranje.rs or in written or by post at the address: 11000 Beograd, Bulevar Milutina Milankovića 3b

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



14. HELP, RECLAMATIONS, PRESECUTION AND DISPUTE SETTLEMENT:

The Organizer is obliged clearly indicate at the sale office a notice regarding the manner and place of addressing a complaint, and to ensure the presence of a person authorized to receive complaints during working hours. The Organizer is obliged to keep records of the received complaints, and to keep those for at least two years from the date of the submission of the Passenger's complaints.

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

For assistance, emergency and other cases, as well as complaints, the Passenger can contact the Organizer via tel. Number +381 62 1066288, working days from 9 a.m. to 5 p.m. Central European Time or via mail: office@serbiainspiredtours.com. For urgent and similar issues, the Passenger should indicate the number of the Agreement, the destination of travel, the name of the accommodation objects, the names of the passenger, the address or telephone number, etc., through which she/he can be contacted.

The Passenger is obliged to a well-mannered manner cooperation in order to resolve the problem within a reasonable time, depending on the nature of the complaint (for example, the disappearance of electricity or water, poorly cleaned accommodation unit and other problematic issues) and accept the offered solution that corresponds to the contracted service. If the cause of the complaint is not fixed on the spot, the Passenger with the representative of the Organizer shall make a written confirmation in two copies, which both parties compile and sign. The Passenger holds a copy of this confirmation. If the cause of the complaint is resolved on the spot, the Passenger is obliged to sign a confirmation of it, the fact that she/he continued using an adequate alternative solution is considered to have realized the Agreement services entirety. Local representatives do not have the right to recognize any claims for compensation, but the Organizer only. The Passenger cannot demand a proportionate reduction in the price, termination of the Agreement and compensation for damages, if she/he fails to inform in the proper manner on spot and without delay, in a timely manner the authorized representative and Organizer about the difference between the provided and contracted services. If the issues are not resolved on the spot, the Passenger is obliged to submit a reasoned and documented complaint within the period of 8 days from the day of the end of the trip, i.e. within 30 days from the date of facing the issue (written on-site complaint, invoices for paid expenses, demand for non-executed or partly performed services. Each passenger who signs the Agreement, on her/his behalf and on behalf of the persons listed in the Agreement, or a person with an authorized power of attorney for representation, reclamation, submits the complaint individually because the Organizer will not consider group complaints.

It is desirable to submit the complaint in written form to the address of the Organizer, 29 Dusana Vukasovica Street, office 5, 11070 New Belgrade, or to our mail office@serbiainspiredtours.com.

The Passenger may submit a complaint in oral manner at the sale office where she/he has concluded a Travel Agreement, or another place designated for receipt of complaints, by electronic means, or on a permanent data recorder, delivering the documentation on which the complaint is based. The Organizer is obliged to take into account only timely delivered, reasoned and documented complaints, upon the complaint of the Passenger regarding the issue, which could not be resolved on site, and to issue a written confirmation or electronically confirm the receipt of the complaint, i.e. inform the Passenger on the number under which the complaint was filed in the record of the complaints received. The Organizer within 8 days from the date of receipt of a proper complaint is obliged to provide a written response to the Passenger and



pay the price difference. The Organizer can extend this deadline with the consent of the Passenger and record this delay in the record of complaints. If the complaint is not complete and it needs to be re-arranged, the Organizer will provide the Passenger with an answer recommending to rearrange the complaint it within the deadline, otherwise it would be denied. In accordance with good business practices, the Organizer will respond within the legal deadline to the Passengers regarding the complaints that are untimely delivered or unreasonable. Reduction of the price after the Passenger's claim can only be calculated from the price of the unsettled part of the service under complaint and cannot include the services that were used already, nor reach the amount of the total Contract price. The amount of compensation, which is paid after the reasonable and timely reclamation under the terms of the Agreement, is proportional to the difference of unperformed or partially performed services. If the Passenger accepts the payment of the amount of proportional price reduction or other kind of compensation, it is understood that she/he agrees with the proposal of the Organizer for a peaceful settlement of the dispute, and in this way waived all further claims against the Organizer regarding the dispute issue, regardless the fact whether she/he has signed a written confirmation of a refund, with a clause on the final resolution of mutual disputes. It shall be deemed that the refund of the difference in price to the Passenger was performed and an agreement was reached with the Passenger in accordance with the law and these General Terms, when the Organizer offered the Passenger a real difference in the price for inadequately provided services, in accordance with the pricelist of the direct service provider, which was valid on the day of conclusion of the Travel Agreement, and other available evidence, proving that the Organizer acted in accordance with the positive regulations.

15. TAILOR MADE PROGRAM AND INDIVIDUAL SERVICES

15.1 Tailor Made Program on Passenger's request: Private Tour (hereinafter: Program on request) on the request of Passenger is a combination of two or more services, or multiday stay that includes only the service of accommodation in particular periods which is not listed in the offer of the Organizer i.e. which were not publicized by the Organizer, but was created on Passenger's request. For Program on request all the provisions of this General Condition are applied in the same manner, unless stated differently in this provision. If, by Passenger's request, more individual services from the Organizer's offer are combined and signed by the contract (e.g. flight, circular tour, etc.), the cancellation reimbursement is accounted by individual service and is added at the end.

The Passenger has the right to terminate the Agreement about which she/he must inform the Organizer in written form. If the Passenger timely cancel the journey (90 to 60 days), the Organizer is entitled to charge administrative costs incurred during the Program preparation in the fixed amount of 3.000,00 RSD per booking (contract). The date of written cancellation of the Agreement is the basis for calculating of the fee that is surcharged by the Organizer expressed in percentage according to the scale of cancellation in relation to the total travel price, unless otherwise specified by the Program, as follows:

- 5% if the trip is cancelled up to 60 days before the start of the trip
- 15% if the travel is cancelled from 60 to 30 days before the start of the trip
- 20% if the travel is cancelled from 29 to 20 days before the start of the trip
- 40% if the travel is cancelled from 19 to 15 days before the start of the trip
- 80% if the travel is cancelled from 14 to 10 days before the start of the trip
- 90% if the travel is cancelled from 9 to 6 days before the start of the trip
- 100% if the travel is cancelled 5 to 0 days before the start of the trip



15.2 Individual Services and "Reservation on request": If the Passenger reserves only one service, the Organizer acts only as an agent of provider's service (hereinafter: Service Provider) and does not legally acts as the Travel Organizer, but as an intermediary. For individual and "bookings on request," the Passenger shall operate an advance payment in the name of the deposit of the bookings cost, which may not be less than 50 EUR, in RSD values as per Offer Exchange Rate of the bank of the Organizer, on the day of payment. If the reservation is accepted by the Passenger, the deposit is calculated in the price of the service. If a reservation is not confirmed by the Service Provider within the agreed period, the deposit is returned in full to the Passenger. If the Passenger does not accept the offered or confirmed reservation which is in full compliance with the requirements of the Passenger, the amount of deposit is fully retained by the Service Provider. Apart from her/his negligence and carelessness, the Service Provider is not liable for any defects, material and physical damages done during individual travel service at the request of the Passenger, for which the Organizer is only an intermediary between the Passenger and the direct service provider (e.g. individual accommodation, transport, tickets for sport events, excursions, rent-a-car, etc.). By obtaining evidence of a contracted individual service, a contract relation enters into force, exclusively between the Passenger and each individual service provider. With individual tourist services the following scale of cancellation is exercised, unless stated differently in the Agreement:

a) for hotel accommodation

- If the Passenger timely cancels the journey 60 days before the start of travel, Organizer is entitled to charge only administrative costs
- up to 30 days before the start of the travel 10%
- from 29 to 22 days before the start of the travel 15%
- from 21 to 8 days before the start of the travel 25%
- from 7 days before the start of the travel 50%
- from 6 to 0 days before the start of travel and after the start of using the service 100%

b) for apartment or studio rent:

- If the Passenger timely cancels the journey, 90 days before the start of travel, Organizer is entitled to charge only administrative costs
- up to 45 days before the start of travel 20%
- from 44 to 30 days before the start of the travel 50%
- from 29 days before the start of the travel 70%
- from 15 to 0 days before the start of the travel and after the start of using the service 100%

c) Other individual services: Certain services booked, as for example: tickets for museum, concerts, train, bus, ferry boat, ski-pass, tours, individual transfers, etc. in case of cancellation the Passenger is charged total price of the ticket. With agreed individual transport service, if the Passenger timely cancels the reservation, it is necessary to return already received flight, train, ferry boat ticket to the Organizer, otherwise the full amount of the price will be charged. In case when the Passenger booked a studio or apartment for her/his holiday, the Organizer warns that there is a possibility that lessor of the apartment may ask for a certain deposit for side expenses and possible damage while taking the apartment for the holiday.



16. PROTECTION OF PERSONAL DATA

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

17. OBLIGATION OF APPLICATION

The Organizer may provide different provisions in relation to these General Terms and Conditions in Travel Program or Special Travel Conditions, due to special conditions and rules of cooperation with the direct service providers, as well as for travels with special content (sports event trips, congress and similar international events and special forms of tourism - student trips, hunting and fishing trips, extreme sports, etc.) and these Special Travel Conditions are an integral part of such Contracts. The inefficiency of certain provisions of the Contract does not result in the inefficiency of the entire Travel Contract, which applies to these General Terms. The Passenger and the Organizer mutually agree the jurisdiction of the Court of Arbitration of Republic of Serbia. Provisions of these General Terms represent the integral part of the Contract between the Passenger and the Organizer and are obligatory for both contract sides, except the provisions which are more preferable for the passenger, and defined by special written contract or travel program. By signing the Contract, Passengers confirms that he/she read, understood and accepted these General Travel Conditions.

These General Conditions entered into force on 10th of March 2023.

Nina Batos

General Manager