

General Conditions

Terms of contract

From now on, whenever we speak of "*our travelers*" we will refer to our "clients". In *Indonature* we prefer to give a more personal and close treatment to the traveler, since we do not deal with numbers or potential sources of income, but with people who we are happy to show the great country of Indonesia to.

Following the regulation of Consumer Protection, these General Conditions can be downloaded on PDF to your personal computer, and can be printed.

We recommend you to print or save electronically these General Terms when booking a trip with us, because they are inherent to the contract, not being on this way its repetition on it. All details of the trip, along with any amendments and other information will be communicated by written to *our travellers*, taking, thus, part of the contract.

Organization

The technical organization of our tours is conducted by PT INDONATURE Tours and Travel, in cooperation with other travel agencies and airlines.

Web Site

Indonature, whenever it is considered convenient, reserves the right to alter without notice the design or content of the web. It also prohibits the reproduction, distribution or variation of any content of it, either visual or audio without written permission from *Indonature*.

Prices

Prices are quoted in the currency of *our travellers* for their convenience. We recommend you carefully to read the paragraph "not included" in your journey. As always, if you have any questions or disagreement with it, please contact us. Of course we learn constantly from the likes of *our travellers*.

Transport

In general, *Indonature* uses private cars with air conditioning for *our travellers*, except in those programs or areas where this is really not feasible. In any program, *our travellers* will have a shuttle between hotel and airport, being the guide for that journey English speaking only under availability (most of cases). In some areas we will find a basic infrastructure and regular delays, schedule changes and flight cancellations. Therefore, flexibility is important for any traveller. *Indonature* shall not be able to assume cancellations or delays costs of flights and ships, or of

alterations produced the program. But for years we have been solving similar problems at the maximum possible celerity and cost savings.

Indonature is not to be held liable for the loss of connections with international and domestic flights, trains, buses or hotel nights not taken due to possible delays of shipments or flights due to force majeure as failures, strikes, and controls by the authorities, accidents, etc. Thus, it is advisable to stay one or two more days in Bali or Jakarta after the routes.

Especially for our programs of Borneo, due to the limited number of flights, if we had our booked flight cancelled, *our travellers* should have to pay the road trip (12 or 14 hours) to the nearest airport and the next flight.

These are the normal conditions among the operators who arrange travels in Indonesia, as airlines and ships do not make refunds if they cancel the ticket. In any case they are not common; rather they are referred to *our travellers*, so that they can have as much information as possible.

Hotels

We always try to make a memorable stay anywhere in the country for you. Therefore, always that we have the possibility, we care about booking charming hotels. If you should have to make a cancellation, please at least two weeks in advance, and after the cancellation fee applicable. We usually book standard rooms. If you prefer a superior room, please notify us as soon as possible.

At your check-in in any hotel, they may require the number of your credit card or a cash deposit, which will be refunded when leaving it.

Luggage

In case of delay, loss or damage of your baggage by the airline, please claim to it directly, and get better informed of your rights at IATA conditions. *Indonature* will not be held responsible for any loss or damage during travel or shipping. In case of direct complaint to the airline, you should complete the "PIR" (irregularities in the transport of luggage) at the airport and at the time of the incidence, and send immediately to the carrier a complete statement of claim attaching the receipts which corroborate the amount claimed.

It is also important to consult the maximum luggage for each way because in some areas the cost of excess of baggage is of 1 US\$/kg.

Bookings and confirmations

You can make your trip bookings via email with all possible data (travellers' names as they appear on the passport date of departure and arrival, program name, number of beds, observations, etc).

At the time of the reservation, a 25% of the total amount of the trip must be deposited, except that, on any route, by its characteristics, the touristic suppliers require an advanced payment of another different amount, which, of course, will be previously communicated by written to our travellers. For your reliability, your booking will be formalized on receiving this payment.

The rest must deposit 20 calendar days before the planned arrival to Indonesia. Otherwise, the booking will be treated as cancelled, applying the provided

costs under "Cancellations".

Finally, the confirmation of your trip will take place by email at least three working days before the arrival of *our travellers*.

Cancellations and Refunds

Cancellation Policy.

If *our travellers* cancel a program contracted with *Indonature*, based on the total amount of the trip, will be charged as penalty a:

- 25% for cancellations produced until 30 days before arrival.
- 50% for cancellations produced between 29 and 15 days before arrival.
- 75% for cancellations produced between 14 and 8 days before arrival.
- 100% for cancellations produced 7 days before arrival or if *our travellers* do not arrive on time for arrival or they just do not attend.

Regardless of the trip cancellation date by *our travellers*, they will have to pay the management and cancellation fees, if any, as may be hotels or services (where the payment is due in advance and do not to recover that amount, refund tickets that can not be refunded, etc), or of our own touristic suppliers (who would include invoices to show us the non-refundable air ticketing, visas issued, etc). Many hotels in Indonesia, due to the large amount of bookings that occur on certain dates (July, August and December and the week after the end of Ramadan) do not allow the refund of the reservations already paid.

Problems with Airlines.

In case of a possible cancellation of a flight by an airline, producing a lose of services or hotel stays for the Traveller, INDONATURE TRAVEL will just act as a helper between the airline and the Traveller, but will not have any economical responsibility towards the Traveller. If the Traveller would like to put a demand, they will have to do it against the airline, never against INDONATURE TRAVEL, and on a direct way to the airline, as it is about a case between demander (the Traveller) and demanded (the airline).

Groups.

In case of groups, if finally the agreed minimum number of people is not reached:

- by *our travellers*, *Indonature* may require to the *travellers* the proportional part.
- by *Indonature* (as in case of cruise ships), if, moreover, the trip should be cancelled, our company will have to notify in by written at least 10 days before the scheduled date as the beginning of the trip and *our travellers* will receive the reimbursement only for the amounts advanced, being unable to claim any compensation.
- The Cancellation Conditions in case of groups (more than 8x persons) are:
 - ✓ If the cancellation is made 46 days or more before arrival, we will reimburse 100%, except the expenses that we may have had for the good running of the travel, like flights already issued or other not reimbursable expenses and the administration fees which may be incurred.
 - ✓ 50% if the cancellation has been made 45 days or less before arrival
 - ✓ 75% if the cancellation has been made 30 days or less before arrival
 - ✓ 100% if the cancellation has been made 21 days or less before arrival

Agreed but not enjoyed services.

The services already agreed but not enjoyed by *our travellers* once started the trip (meals, activities, etc..) will not be reimbursed.

Right of the Traveller to our Compensation.

By *Indonature*, *our travellers* will be entitled to receive compensation if:

- grounds of force majeure, unusual and unforeseeable, and unavoidable consequences despite a good performance, cause the cancellation of the agreed trip (except on excess of bookings)
- the minimum number of agreed people is not reached for a package and it had been notified by written to *our travellers* before the deadline agreed in the contract.

Transfer costs.

In case of cancellation from *INDONATURE* side, *INDONATURE TRAVEL* will assume the transfer costs agreed with the Client. In case of cancellation from the Client's side, the Client will assume the totality of the transfer costs.

Documents

It is the responsibility of *our travellers* to have their documentation in order and a valid passport with an expiration date to the entry into Indonesia of at least 6 months. *Our travellers* will process and pay the fees of their own passports and visas. If the national authorities refuse to approve the visa for personal reasons of the travellers, or if they deny the entry to Indonesia to them because of the lack of any requirement, *Indonature* will not be held responsible. Thus, *our travellers* will have to pay the costs incurred. On arrival, they will be able to get a tourist visa for the entry into Indonesia, according to the number of days of stay in Indonesia. The most requested by *our travellers* is the 30 days visa, which costs US\$ 25,00. Anyway we recommend you to contact the consulates of Indonesia about your entry requirements.

Payment

It is to be done as follows:

- 25% of the total amount at the moment of booking.
- 75% Individual travellers, 20 calendar days prior to arrival to Indonesia.
Groups of passengers, 30 calendar days prior to arrival to Indonesia.

After your confirmation we will send you our bank details. After we receive your first 25% as a booking of your trip, we will send you immediately the confirmation invoice of the reception of this 25%. After we receive your final 75%, we will send you immediately the formal invoice for the total amount that we have received from you, as paid.

Risks

Some programs of *Indonature* include activities like hiking or trekking (Borneo and Sumatra), rafting or diving, for which *our travellers* may have received the necessary training and possesses the required qualifications, as well as a special insurance for this kind of activities. In some cases, they take place in the forest and in direct contact with wildlife and tropical diseases (please consult the website of the Ministry of Health), so that *our traveller* is responsible for these risks and obligations in full knowledge of cause. With regard to diving, in some islands of Indonesia decompression chambers are at more than 24 hours of immersion point.

If there is a cancellation of the flight between Semarang (Java) and Palankang Bun (Borneo), *our travellers* will have to pay directly at the destination the ground transportation costs (about 12 hours in a 4whl vehicle) to Banjarmasin to bind to the next flight.

Insurances

We recommend to *our travellers* to hire at any insurance agency a health, repatriation, trekking and diving activities (if necessary) insurance, with coverage in Indonesia, because our programs DO NOT include them as it is something more personal. It is also interesting to make a cancellation insurance, as its price does not rise much and *our traveller* is covered for possible cancellation costs in case of serious illness, serious injury or death of the insured person, his spouse, ascendants or descendants, brothers or sisters and job layoff, serious damage in the habitual residence of the contracting person and other causes described in the individual guarantees.

Responsibility

Indonature works as an agent of restaurants, hotels, transport and others, so it will be their responsibility and not of *Indonature* any loss, damage, delay, accident, change of schedules or flight, or irregularity that can not be controlled directly. Therefore *Indonature* can not assume the costs for cancellations or delays of flights and ships.

Indonature always take care of its customers, so we will make all the necessary steps if there is a delay on transport departures due to strikes, weather, technical problems or other causes of force majeure, and in the case that the costs of such steps are equal or below the price paid by *our traveller* for the program.

In case of obvious reasons, *Indonature* will be forced and on the right to modify any program activity, as the order of the travel, hotels, transportation and other services, departure times and even to cancel the trip. In these cases, *our travellers*, unfortunately, and due to justified circumstances, can only claim the paid amounts if they do not agree with these changes.

Si el cliente pida expresamente algún servicio fuera del programa ofrecido por *Indonature*, ésta no se podrá hacer responsable del mismo.

Once the route is begun, if it were impossible for *Indonature* to carry out a large portion of the contracted services, we will try to find Solutions to continue the journey.

Indonature will refund the difference between the agreed services and those actually provided. If *our travellers* continue the journey with the solutions proposed by *Indonature*, it will be understood that they accept them.

If *our traveller* specifically asks for a service not offered on the program offered by *Indonature*, we (*Indonature*) will not be hold responsible for it.

Claims

Indonature admits claims always that *our travellers* notify it to the company within 48 hours after the incidence in order to resolve it satisfactorily and verify the claim itself.

The claim against *Indonature* will be able to be regarding the own organizing services of *Indonature*. If the claim were regarding a third party, the claim will have to be made directly to the third party (hotel, airline, service company, fast boat company, etc).

If we do not receive such information within that period, *our travellers* will be held responsible for corroborating the non-fulfilment of the contract in front of the authorities and/or a competent court.

For their complaints, *our travellers* must submit to the organizing agency receipts and invoices in a maximum period of 15 days after their return journey.

Governing Law and Dispute Resolution

The parties, with expressly waive to their own privileges, accept as governing law of this contract and are subject to the resolution of any dispute arising thereof to the Courts of Mataram, Lombok.

Validity period

From 01st April 2016 to 31st March 2018.

Office



PT. Indonature Tours and Travel

Bali Office:

Jl. Pantai Saba/Jl. Triana No. 7.
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Indonesia

Lombok Office:

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Indonesia

Your personal contact: Rosa Banda (ES-EN-DE-FR-ID)
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*We work for many countries, so we would appreciate, if you contact us at certain hours and we don't answer quickly, please to contact us again later or through email or chat.
We will answer you very soon! Thank you very much.*

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