

**'Client' means any overseas travel organization cooperating with KELANA DMC to handle its customers in Indonesia. By paying this invoice, the Client agrees with the included conditions of payment and cooperation with KELANA DMC.**

**All inquiries, reservations should be forwarded to:**

KELANA DMC (PT. Nitya KELANA Indah)  
Jl. Mertasari, Gg. KELANA no 9, Suwung  
Denpasar 80224 Bali - Indonesia  
tel (+62) 361 722 300  
fax (+62) 361 723 400

We suggest forwarding all bookings through email:  
info@kelanadmc.com

Our office is open from Monday to Friday from 09.00 to 18.00, GMT+8, except on Indonesian public holidays.

In case of emergency, KELANA DMC guarantees access to an emergency mobile number, which will be given to all customers handled by KELANA DMC, when arriving in Indonesia.

## **I. PAYMENT CONDITIONS**

### **1. Payment date, late payment charges, due date**

Full payment of all arrangements should have reached the account of KELANA DMC fifteen (15) working days before the scheduled arrival of the customer(s) in Indonesia the latest, in order to allow KELANA DMC facilitate required payments to all third parties involved, unless specifically agreed otherwise.

Payment of local flights will be required immediately. Not observing a ticketing deadline, may result in the loss of the reservation and/or higher airfares

Late payments (payments received later than due date) will carry additional charges equaling 5% interest per annum commencing one week after the due date on the invoice.

Some reservations, particularly for group bookings, but not limited to these, will require a deposit. Kelana DMC will notify the Client of exact amounts and due payment dates.

### **2. Payment procedures**

Due amounts should be transferred to our account in full. This means that KELANA DMC should receive on its bank account the full amount as mentioned on the invoice,

whereby all bank charges are for the remittent. KELANA DMC will not accept any charges for bank transfers.

Payment should be executed by SWIFT to the following account:

#### **Account details**

name/account of: PT. Nitya KELANA Indah  
account no: 2-019-200077  
bank: PT.BANK MAYBANK INDONESIA TBK  
Jl. Udayana no. 1, Denpasar 80232  
Bali – Indonesia  
SWIFT code: IBB KIDJA

Charges such as for late payment (payments received later than due date) as the result misspelling or incomplete data when executing payments to above company and bank, will be transferred to the Client's bill. The Client is responsible for the correct spelling of all the bank details of KELANA DMC, in particular the correct spelling of the full name of KELANA DMC as in above details.

## **II. DOMESTIC FLIGHTS**

KELANA DMC provides domestic flights within Indonesia at published fares in conjunction with the reservation of a land arrangement.

Various local airlines apply a different approach to the reservation and final date of ticketing. Whenever you make a reservation for a flight, we will inform you about the specific guidelines of your booking to the best of our knowledge and as per available data provided by the airline. Failing to comply with the due payment dates attached to the reservation of domestic flights, might result in the loss of your reservation and/or a penalty, which KELANA DMC will automatically add to your bill.

Payment of local flights will be required immediately in order to enable us to respect the ticketing deadline as imposed by the airline. Not observing a ticketing deadline, may result in the loss of the reservation and/or result in higher airfares. In case these conditions are not met, KELANA DMC will still hold reservations on domestic flights if required by the Client, but without any guarantee of availability.

Under no circumstance KELANA DMC guarantees the fare of these domestic flights. Eventual increase of any booked or even paid ticket(s), as the result of a change in government policies or as the result of other factors, will automatically be transferred to the invoice of the Client.

#### **Additional notes on domestic flights**

Please take note that domestic flights and particularly flights to outlying Indonesian destinations such as Kalimantan, Flores, Sumba, Papua, and Timor among others are occasionally unreliable. It happens that schedules are changed without prior notice or at very

short notice before departure. Occasionally these flights are cancelled. As a result the itinerary might change and additional charges will incur. As we are often not or only last minute notified of these changes, they are beyond our control. We will however work hard to keep the impact on the guest's trip and the additional charges as small as possible. Hence, flexibility is a must if guests leave the beaten track and wish to travel to the more remote Indonesian destinations.

It is essential that passengers take comprehensive personal and baggage travel insurance to cover any eventuality, including charges arising from any flight cancellations.

Kelana DMC will not be held responsible, financially or otherwise, for additional charges or losses incurred as the result of above instances, involving the delay or cancellation of domestic flights.

### **III. CANCELLATION PROCEDURES & REFUND**

#### **1. Cancellation charges**

Following cancellation charges will apply when cancelling after you have confirmed a file in writing:

- Cancellation up to 31 calendar days prior to arrival of the customer in Indonesia will be charged with 15% of the total amount of any booked arrangement as per invoice, unless specified or agreed otherwise.
- Cancellation between 30 and 21 days prior to arrival of the customer in Indonesia will be charged with 20% of the total amount of any booked arrangement as per invoice, unless specified or agreed otherwise.
- Cancellation between 20 and 10 days prior to arrival of the customer in Indonesia will be charged 40% of the total amount of any booked arrangement as per invoice, unless specified or agreed otherwise.
- Cancellation between 9 days and 48 hours prior to arrival of the customer in Indonesia will be charged 90% of the total amount of any booked arrangement as per invoice, unless specified or agreed otherwise.
- Cancellation within forty-eight (48) hours prior to arrival of the customer in Indonesia will be charged 100% of the total amount of any booked arrangement as per invoice, unless specified or agreed otherwise.
- Some 3rd party products have different cancellation and refund policies. When making a booking for such a product, KELANA DMC will include and relay all relevant information on those policies, if applicable. This will specifically be the case for the reservation and purchase of airline tickets, whether on local/domestic airlines or international carriers (see further remarks).
- No refunds or reduction will be done for any unused portion of a tour program while running and / or after the arrival of the Clients in Indonesia.

#### **2. Cancellation Procedure.**

Only written cancellations will be observed. These cancellations will only be recorded from Monday to Friday from 9am to 6 pm, in Indonesia Central Time Zone

(UTC+08:00). Cancellation outside this time frame and during weekends, will be validated on the next working day.

#### **IV. CHANGES IN ITINERARY**

KELANA DMC reserves the right to alter any arrangement for the customer, preferably after consulting with the Client, but possibly without prior notice, if considered in the best interest of all parties. KELANA DMC will not bear any financial burden as the result of such changes.

#### **V. CHANGES IN PRICE**

KELANA DMC reserves the right to alter the rates/quotes mentioned in a contract or a quotation upon which an invoice is based. This might occur on any given date.

Prices of confirmed services will not be altered, except in following cases:

- A change in Indonesian government policy regarding taxes and/or fuel prices and/or exchange rates;
- Any unforeseen circumstance that might impact the price of goods & tourism related services;
- When unusual high fluctuations in the exchange rates IDR - € or USD arise;
- When the transportation costs, including the fuel costs, rise;
- When an unexpected change of price of any services rendered by suppliers of KELANA DMC, whether hotels, road transport or air carriers or others, arise;

KELANA DMC will act to minimize the impact of such circumstances and advise its Client as soon as possible in the event they arise, but it cannot rule out price increase which will be transferred to the Client.

#### **VI. OUR SERVICES & LOCAL CIRCUMSTANCES**

1. In general, KELANA DMC adheres to the highest level of services. However when making a booking with KELANA DMC, the Client confirms that he/she is aware of the specific nature of traveling to and staying in Indonesia in respect to a possible lack of comfort at some accommodations and in respect to possible program changes as the result of local circumstances.
2. When making a booking with KELANA DMC, the Client is aware of the possible risks, the possible lack and/or possible limited level of medical and communication infrastructure and services within Indonesia. The Client cannot hold KELANA DMC or any of its local representatives liable for any additional costs resulting from such a situation or from such circumstances.
3. KELANA DMC advises all its Clients and any traveler to Indonesia to take additional insurance cover.

#### **VII. LIABILITY**

1. KELANA DMC acts in the capacity of an agent for hotels, carriers, transportation companies and other third parties. Therefore KELANA DMC cannot be held

responsible for any loss, damage, injuries, delays, schedule changes or irregularities, executed by all above mentioned parties. KELANA DMC will however go to utmost length to assist Clients, who are under the influence of such a situation, in order to minimize its effects. Any costs involved however will be transferred to the Client's account.

2. KELANA DMC cannot be held liable for unforeseen circumstances such as new or previously unannounced rules and regulations in Indonesia, accidents, strikes, delays or cancellation of flights, landslides, earthquakes, epidemics, floods, the outbreak of (civil) war, assaults... This list is not limited to the examples given in it. All financial burden as the result of these instances will be borne by the Client. The Client is supposed to be well-informed by all news and other channels that are available about the situation in Indonesia.
3. In all of the above cases, but not limited to them, KELANA DMC reserves the right to alter any arrangement for its Clients, preferably after consulting with the Agent, but possibly without prior notice, if considered in the best interest of all parties.
4. KELANA DMC will abide by the guidelines issued by the WHO (World Health Organization) as to cancel any particular trip to Indonesia because of health concerns. KELANA DMC will abide by the guidelines issued by your government as to cancel any trip to Indonesia due to safety concerns. In such cases, will do all possible to limit any cancellation charges, without entirely ruling those charges out. In all other instances, the usual cancellation charges will apply.
5. Financial burden as the result of delays due to weather conditions, strikes, mechanical defects, changes in airline schedules, cancellation of flights, that were originally confirmed by the airline, (civil) war, will be considered as unforeseen. Therefore the Client cannot hold KELANA DMC liable in such instances.
6. When relevant, KELANA DMC will update its Clients regarding the exploitation, facilities and services it offers.
7. The performance of KELANA DMC commences at the arrival of a customer that will make use of its service in Indonesia. Practically, this means after the traveler passed through Indonesian Customs and Immigration. Its performance ends at the check-in on a flight back home.
8. KELANA DMC cannot be held liable for physical injury or damage which the customer might suffer due to loss, accident or theft.
9. KELANA DMC cannot be held liable for arrest of the customer by the local authorities if he does not respect local rules, regulations and laws. Financial loss a result of such an instance will be borne by the Client.
10. Correctness and precision of all rendered services by the representatives of KELANA DMC in Indonesia will be judged taken into consideration local circumstances, practices and customs.
11. KELANA DMC will not be held liable if it cancels any reservation, trip, stay, and flight within Indonesia due to unforeseen or extremely unusual circumstances and/or Force Majeure, which could not be predicted nor avoided. Force Majeure could imply political unrest, (civil) war, natural disasters, epidemics, strikes, shortages of essential goods. This list is not limited to the examples set within it. When actually determining Force Majeure, local circumstances will be taken into account.
12. In all cases of Force Majeure, KELANA DMC may change earlier confirmed reservations, without being liable for financial compensation. The following list is considered as but not limited to, 'force majeure': airplane crashes, strikes, riots, insurrection, labor conditions, earthquakes, fires, flood, storms, explosions, acts of

God, War and Governmental action or any other cause that is beyond the reasonable control of any party. In which case KELANA DMC will do all possible to assist the customers, without being held liable for the financial loss due to such circumstances.

13. KELANA DMC cannot be held responsible for losses, additional expenses, damage, injury or delays, resulting from the use of any mode of transport or accommodation during traveling to or in Indonesia. The same condition applies for sickness, fire, weather, strikes, government restrictions or an inevitable force.

## **VIII. COMPLAINTS**

1. While during a trip or stay in Indonesia, a Client has a complaint, he or she must as soon as possible lodge the complaint in a suitable and substantiated form, preferably but not necessarily in writing, to the staff, representatives or management of KELANA DMC, so that a reasonable solution for the problem may be found and offered on location.
2. In the event that the complaint was not satisfactorily dealt with on the spot, or if it was not possible for the traveler to formulate a complaint on location, it shall be incumbent on the Client to lodge the complaint at the latest two weeks following his return from Indonesia by registered letter and/or email through his travel agent, tour operator or travel organization.

## **IX. VISA**

1. All visitors to Indonesia must take care of the necessary visa to enter Indonesia. This visa will be stamped in an international passport, valid 6 months after returning from Indonesia. Visa regulations vary by country and the Client should get information on the subject through relevant sources such as their travel agent, Indonesian Embassies and Consulates within their country of residence.
2. Indonesia has now opened 29 airports/ 88 seaports for foreigners to obtain the free visa, effective of 10 May 2016. Almost all existing airports/seaports are included, but for a comprehensive list, we refer to our website.
3. The VoA allows a visitor to stay 30 days within Indonesia. This free visa is non extendable
4. Passport of any person seeking entrance to Indonesia, needs be valid for at least 6 months beyond the date of entry into Indonesia. A valid return ticket may be asked when entering Indonesia.
5. KELANA DMC cannot be held responsible for any financial loss in case these regulations are not respected by the Client.