# **Terms & Condition**

The following Terms & Conditions together with the General Information contained on our website form the basis of your contract with Griyasari Tours & Travel. Please read them carefully as they set out our respective rights and obligations.

In these Terms & Conditions, "you" "client" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date). "We", "us" the "company" and "our" means Griyasari Tours & Travel.

### Information on this Website

All information in this website has been compiled from up to date details and we have taken care to ensure that it is accurate. There may however be occasions when an advertised facility, tour program or activity is either modified or not available.

Google Earth/Maps are to give you a further guide to the location of the sightseeing attraction. However, we cannot guarantee the definition of the location of attractions and it is subject to whatever Satellite image Google publishes.

# Making Your Booking

When you make a booking you must be at least 18 and must be authorised to accept on your behalf and all members of your party, the terms of these booking conditions. The party leader confirms that he/she is so authorised and that all party members agree to be bound by these Terms & Conditions. The party leader is responsible for making all payments due to us.

The confirmation and all other documentation will be sent to the party leader via email. Please check the details carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation, acknowledgement or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies in any document within 24 hours of you receiving it. Changes — if possible — will incur an admin fee.

# **Online Bookings**

By clicking to book any travel of tour arrangements and entering your personal & payment details on our website, you are committing to purchasing those arrangements at the price specified, if they are available. When we receive your booking, we will contact the supplier of the arrangements concerned, to see if they are available. If they are, we will make the booking on your behalf and a binding agreement will come into existence between you and Griyasari Tours & Travel.

Should we be informed by the supplier of any changes to the conditions of the booking arrangement, we'll notify you immediately by telephone or email. You will have the choice to either purchase with the revised conditions or receive a full refund.

Please note that each booking is treated separately on our online booking system. If larger groups want to be sure of sufficient availability for any services, they should call us. If two parts of the same group book online in two separate bookings and the service availability expires between the two bookings, we regret therefore that we are unable to cancel the first booked service without applying cancellation charges, as levied upon us by the tour operators.

# Bookings in Person or via Telephone

Alternatively to make a booking you can call us. These terms and conditions will apply. A binding agreement will come into existence between us when payment is processed.

## **Payment**

In order to confirm your chosen tour, travel service or activities, a deposit or full payment amount advised to you by your reservation agent must be paid at the time of booking.

The balance of the booking cost must be received by us by the date stated on your booking confirmation. Reminders are not sent prior to the due date. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges will charge to you.

Please note: Payment by credit card incurs a bank charge of 2.5% (4% for payments made by American Express). Online payment is securely handled by Visa or MasterCard. We also offer PayPal payment.

### Pay on Tour

With some services, we have an agreement that the remaining balance can be paid directly to the tour operator. This option may be provided to you, and if chosen or specified in your booking documentation, the full remaining balance must be paid directly to the tour operator on the day of your tour. We accept no liability for any additional charges incurred from the tour operator for the processing of this payment.

# **Booking Alterations**

Booking alterations may incur additional charges from the service provider and is subject to availability. You will not be charged any administration fees from Griyasari Tours & Travel for booking alterations.

## **Cancellations**

- Tours, excursions or activity bookings cancelled less than 24 hours before the start will be charged at a rate of 100 %.
- Tours, excursions or activity bookings cancelled less than 48 hours before the start will be charged at a rate of 75%.
- Tours, excursions or activity bookings cancelled less than 72 hours before the start will be charged at a rate of 25%.
- Tours, excursions or activity bookings cancelled more than 72 hours before the start will not be charged.
- Hotel and villa bookings cancellations depends on the hotel cancellation policy. Further details will be provide on each hotel booking.

Failure to show up at your designated pick up location at the scheduled time for tours, excursions or activities will result in no refund. Customers staying in hotels and resorts must wait outside the hotel/resort lobby, not inside the lobby, your room or in the hotel restaurant.

Griyasari Tours & Travel reserves the right to cancel any trip, tour, activity for any reason, but will not cancel a tour less than 12 hours before departure except for Force Majeure, unusual or unforeseen circumstances outside the company's control.

### Refunds

A full refund will be given on trips and tours, if you cancel your booking more than 48 hrs before the scheduled pick up time of your tour. All cancellations must be made in person at one of our offices or by Telefone or e-mail (with confirmation reply from us). We can only accept cancellations via email if more than 48 hours prior to your pick up time.

A full refund will be given if Griyasari Tours & Travel or the service provider you are booked with cancels for any reason.

## **Tour Programs**

Tour programs are subject to change depending on local weather or water conditions. For example you may spend less or more time at a particular site or change sites due to the water conditions (e.g. rough waves, poor visibility).

Tours are only cancelled due to weather conditions if it will affect the safety of our customers. Rain without the presence of strong winds or big waves will not result in cancellation as this does not affect the snorkeling, scuba diving, fishing or chartering conditions. If you cancel your tour due to weather conditions when the tour operator does not, you will receive no refund. Please bear in mind that the local weather does not necessarily represent the weather on other islands.

Tour schedules may alter during busy periods to avoid overcrowding on the islands or in the restaurants.

Griyasari Tours & Travel is not liable for any loss or damage of personal belongings on any services booked through us.

Everything that is included in your booking is stated on the relevant page. If you have any questions about what is included, please contact us.

# **Flexibility**

The Client understands and acknowledges the nature of this type of travel requires considerable flexibility and should allow for reasonable alterations by the Company. It is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events, which may include sickness or mechanical breakdown, flight cancellations, strikes, events emanating from political disputes, entry or border difficulties, extreme weather and other unpredictable or unforeseeable circumstances or any other reason whatsoever.

# Acceptance of Risk

The Client acknowledges that the nature of the tour is adventurous and may involve a significant amount of personal risk. The Client hereby assumes all such risk and does hereby release Griyasari Tours & Travel from all claims and causes of action arising from any damages or injuries or death resulting from these inherent risks.

# **Authority on Tours & Activities**

At all times the decision of the company's tour leader or representative will be final on all matters likely to endanger the safety and well being of the tour. By booking with Griyasari Tours & Travel, the client agrees to abide by the

authority of the tour leader or the company representative. The client must at all times strictly comply with the laws, customs, foreign exchange and drug regulations of all countries visited. If the Client is affected by any condition, medical or otherwise, that might affect other people's enjoyment of the tour, the client must advise Griyasari Tours & Travel at the time of booking. Should the client fail to comply with the above or commit any illegal act when on the tour or, if in the opinion of the tour leader, the client's behavior is causing or is likely to cause danger, distress or annoyance to others the company may terminate that client's travel arrangements without any liability on the company's part and the client will not be entitled to any refund for unused or missed services or costs incurred resulting from the termination of the travel arrangements.

# Complainment

If a client has a complaint against the company, the client must first inform the tour leader at the earliest opportunity to allow the grievance to be rectified. If satisfaction is not reached, contact the company representative or local office manager whilst on tour in order that the company is provided the opportunity to rectify the matter.

#### **Extras**

Optional extras do not form part of the tour or contract. It is understood and accepted by the client that any assistance given by the tour leader or representative in arranging optional extras does not render the company liable for optional extras. Accordingly, the client hereby releases the company from all claims and causes of action arising from any damages, loss of enjoyment, inconvenience, or injuries related

to the quality of such products.

# Liability

Griyasari Tours & Travel have a duty to select the suppliers of your arrangements with reasonable skill and care. We have no liability to you for the actual provision of the arrangements, except in cases where it is proved that we have breached that duty and damage to you has been caused.

- Griyasari Tous & Travel have no liability where the arrangements cannot be provided as booked due to 'force majeure' / circumstances beyond our control.
- Griyasari Tours & Travel is not liable in any circumstance to substitute or refund any unused proportion of accommodation and other related services.
- Griyasari Tours & Travel is not liable to damage, loss, injury, and death sustained by residing clients on our tour and activies arrangements.
- •Whilst we make our best effort to ensure accuracy of information presented in our website, Griyasari Tours & Travel are not responsible for any changes and alterations made by our partner agencies.
- Griyasari Tours & Travel is not responsible and therefore is not liable to borne any related expenses caused by inconvenience caused by condition of the tour.
- Griyasari Tours & Travel is not liable to any loss and damages to personal belongings of the clients left inside the tour transportation.
- We accept no liability for intermittent failure of public supplies or utilities such as bus or boat transportations.

The Company is not responsible for any improper or nonperformance of any services forming part of the cruise or package which are wholly attributable to the fault of the passenger, the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services to be provided under the contract; unusual and unforeseeable circumstances beyond the control of the company and/or the relevant supplier, the consequences of which could not have been avoided even if all due care had been exercised including (but not limited to) an event of force majeure; or any event which the company and/or the relevant supplier could not even with all due care have foreseen or forestalled.

#### Insurance:

We suggest: Getting travel insurance which covers any potential disadvantages during your holiday including illness, injury, death, damage, loss, and cancellations is highly advisable.

Please note that we do not offer compensation resulting from activities of theft or accept any liabilities for such matters.

# **Privacy**

This site contains a links page that displays links to other sites from our links pages, Griyasari Tours & Travelis not responsible for the privacy practices or the content of such websites.

#### Data Protection

Griyasari Tours & Travel will not supply any personal client information to any third party excepting that which is required by a supplier to process your booking.

### Associated/Partners

Griyasari Tours & Travel are associate partners to several other companies whose services and/or products we employ/ promote from time to time. If we feel these associates are better placed to fulfill your requests we will notify you by e-mail and pass on your requests/inquiry.

### **Personal Information**

Our site uses a reservation and an inquiry form for customers to request/book information, products, and services. We collect visitor's contact information (like their name, email address and other personal details such as passport, financial information like their account or credit card numbers), and demographic information (like their zip code, or age). Contact information from the form is used to send booking confirmations, information about our company, and promotional material from some of our associates to our customers. The customer's contact information is also used to get in touch with the visitor from time to time in order to make them aware of new products or special promotions. Financial information that is received from our clients is used to bill the user for products and services ordered from our website by clients.

The Company will do all reasonably possible in endeavoring to protect personal information.

If you have any questions about this privacy statement, the practices of this site, or your dealings with this Web site, please feel free to contact us.

# Serverability

In the event that any term or condition contained herein is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from this Agreement or amended accordingly only to such extent necessary to allow all

remaining Terms and Conditions to survive and continue as binding.

# Applicable Law

These conditions and any contract to which they apply are governed in all respects by Indonesia law.

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