



BOOKING TERMS AND CONDITIONS

Please read the following “Booking Terms and Conditions” carefully, as they contain important information about your legal rights, remedies, and obligations. You must not make any booking unless you understand and agree with the following Booking Terms and Conditions. References to “DJAGO”, “us”, “we” and/or “our” in these Booking Terms and Conditions shall mean Djago Pty Ltd. References to “you” and “your” in these Booking Terms and Conditions shall mean the customer. By making any booking, you agree to comply with and be bound by these Booking Terms and Conditions.

1. Our Role

We act as an agent for, and sell various travel related products as agent on behalf of transport, accommodation and other service providers. Any booking, advisory and other services (such as processing a change or cancellation with the relevant travel services provider) that we provide to you are collateral to that agency relationship. Our obligation to you is to (and you expressly authorise us to) provide booking and advisory services, including making travel bookings on your behalf and arranging relevant contracts between you and travel service providers. We exercise care in the selection of reputable travel service providers, but we are not ourselves a provider of travel services and have no control over, or liability for, the services provided by third parties. All bookings are made on your behalf subject to the terms and conditions, including conditions of carriage, cancellations policy and limitations of liability, imposed by these travel service providers. Your legal rights in connection with the provision of travel services are against the specific travel service provider and, except to the extent a problem is caused by fault on our part, are not against us. Specifically, if for any reason (excluding fault on our part) any travel service provider is unable to provide the services for which you have contracted, your rights are against that provider and not against us.

2. Passports & Visas

All travellers must have a valid passport for international travel and many countries require at least 6 months validity from the date of return and some countries require a machine-readable passport. For international travel bookings, you must let us know if you have less than 6 months validity on your passport or if you do not have a machine-readable passport. When assisting with an international travel booking, we will assume that all travellers on the booking have a valid Australian or Indonesian passport which is valid for the relevant destination and transit point. If this is not the case, you must let us know. It is important that you ensure that you have valid passports, visas and re-entry permits which meet the requirements of immigration and other government authorities. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be your sole responsibility (except to the extent caused by fault on our part). If you need information regarding visas, passports and other travel document requirements for your trip, please let us know.

If you are travelling to Indonesia please see <https://www.kbri-canberra.go.id/en/menu-visa-service.html> for information on Visa Services. Currently, Australia and several countries are eligible to apply for e-VOA (Electronic Visa on Arrival), for information regarding e-VOA please click this link <https://www.kbri-canberra.go.id/files/e.pdf>

For Australians travelling in Indonesia or planning to travel to Indonesia, please refer to the Australian Government's Smartraveller website for latest news and information related to your trip and subscribe for updates. Travel advice is reviewed and updated regularly.

If you are travelling to Australia please see the following websites;

https://indonesia.embassy.gov.au/jakt/Visas_and_Migration.html and

<https://immi.homeaffairs.gov.au/check-twice-submit-once/visitor-visa>

For information on known visa scams in Indonesia, click here

https://indonesia.embassy.gov.au/jakt/Visa_scams.html

We do not warrant the accuracy or suitability of information provided by any external service provider and accept no liability for any loss or damage which you may suffer in reliance on it (except to the extent caused by fault on our part).

3. Travel Documents

Travel documents include (without limitation), hotel vouchers, tour vouchers or any other document (whether in electronic form or otherwise) used to confirm an arrangement with a travel service provider. Travel documents may be subject to certain conditions and/or restrictions including (without limitation) being non-refundable, non-date-changeable, and/or subject to cancellation and/or other change fees. Travel documents cannot be transferred to another person to use. Your name on your passport, visa and other travel documents must all be identical. An incorrect name on a booking may result in an inability to use that booking, the booking being cancelled, and the application of additional change and/or cancellation fees. Please review your travel documentation carefully and advise us immediately of any errors in names, dates or timings.

4. Travel Insurance

We strongly recommend that you take out appropriate travel insurance to cover your travel arrangements. Your insurance protection should at least include cover for cancellation, medical and repatriation expenses, personal injury and accident, death and loss of personal baggage and money and personal liability insurance. Evidence of such insurances should be produced to DJAGO on request. Insurance cover offered by credit card companies or reciprocal medical cover agreements are often not comprehensive. Travel insurance is strongly recommended by the Department of Foreign Affairs and Trade for all overseas travel. Your travel consultant can provide general information to you about travel insurance. For details of the services that travel insurers provide, including a quote, please refer to the travel insurer's Financial Services Guide ("FSG")/Product Disclosure Statement ("PDS").

5. Travel Advice including COVID-19 (Coronavirus) Guidance

We recommend that you contact the Department of Foreign Affairs and Trade ("DFAT") or visit their website at <https://www.smartraveller.gov.au> for general travel advice, as well as specific advice (including safety alert levels) relating to the destination you wish to visit. You can also register your travel plans with DFAT, so that you may be more easily contacted in an emergency.

DFAT advise for Indonesia can be seen at

We strongly recommend that you familiarise yourself with the current status and updates to Australia's immigration and border arrangements during the COVID-19 outbreak, available at <https://covid19.homeaffairs.gov.au>.

In addition you should familiarise yourself with airline requirements around passenger safety, including the requirement for face masks and the need to produce evidence meeting airline and border control requirements in relation to a negative COVID-19 test both for transit and final destination passengers. This information is subject to change without notice so we recommend you update yourself in relation to the relevant airline and government policies for your transit and final destination at each of (i) the time of booking, (ii) as you approach your travel date, and (iii) immediately before travel.

You acknowledge that you are choosing to travel at a time where you may be exposed to the Coronavirus. It is your own responsibility to acquaint yourself with all relevant travel information, including applicable health risks. You acknowledge that your decision to travel is made based on your own consideration of this information, and you acknowledge and agree that you are aware of, and assume responsibility for, the risks associated with traveling at this time. To the fullest extent permitted by law, we accept no liability in relation to these additional risks.

6. Health

You must ensure that you are aware of any health requirements and recommended precautions relevant to your travel booking and ensure that you carry all necessary vaccination documentation. In some cases, failure to present required vaccination documentation (e.g. proof of Yellow Fever vaccination) may deny you entry into a country. We recommend that you consult with your local doctor, travel medical service or specialist vaccination clinic before commencing your travel. General health advice for the destination you wish to visit is also available from DFAT (see <https://www.smartraveller.gov.au>).

7. Prices

All prices are subject to availability and can be withdrawn or varied without notice. The price is only guaranteed once your booking has been paid for in full by you. Please note that prices quoted are subject to change. Price changes may occur by reason of matters outside our control which increase the cost of the product or service. Such factors include, but are not limited to, adverse currency fluctuations, fuel surcharges, taxes and accommodation.

8. Deposit and Final Payment

You will be required to pay a deposit or deposits when booking. We will advise you of how much that will be. Subject to your rights under the Australian Consumer Law, all deposits are non-refundable for changes of mind or cancellations by you, or if the travel service provider's terms and conditions provide that your deposit is non-refundable. If your deposit is refundable, this is subject to DJAGO having received the funds from the travel service provider and/or being authorised by the travel service provider to refund your deposit. A deposit will secure your booking however prices quoted may change before you make the final payment. Final payment is required no later than 6 weeks prior to departure unless otherwise stated. Some services must be paid in full at the time of booking.

9. Travel service provider Change and Cancellation Fees

Changed or cancelled bookings for any reason (including by reason of matters outside your or our control) may also incur travel service provider fees, which can be up to 100% of the cost of the booking, regardless of whether travel has commenced. Travel service provider fees may also apply where a booking is changed for any reason and when tickets or documents are re-issued. Where we incur any liability for a travel service provider change or cancellation fee for any booking which is changed or cancelled for any reason, you agree to indemnify us for the amount of that fee. Where you seek a refund for a changed or cancelled booking for which payment has been made to the travel service provider, we will not provide a refund to you until we receive the funds from that travel service provider (which may take 12 weeks, or longer, dependent upon the supplier processing time). In the event we are still holding the funds, we can only provide you with a refund once we are authorised by the travel service provider to process your refund, subject to that travel service provider's change or cancellation policy.

10. Our Change and Cancellation Fees

Subject to your refund and remedy rights under the Australian Consumer Law, change or cancellation fees may incur a fee of \$300 per person (capped at \$600 per booking) in addition to travel service provider fees. This change and cancellation fees reflect the reasonable, direct and indirect costs, time and effort incurred or involved in us providing booking and advisory services to you, as well as processing and managing the changes to, or cancellation of, your booking.

Any fees for such change or cancellation must be made via credit card and will attract the applicable credit card surcharge.

11. Change or Cancellation by You

If you change any aspect of your booking, we will do our best to accommodate your request, but it may not always be possible. All changes will be subject to any applicable travel service provider fees and DJAGO change fees set out above, and you will be responsible for any increase in pricing that may occur as a result of your change request.

If you cancel any aspect of your booking, you will forfeit your deposit and you will be required to pay any applicable travel service provider fees and DJAGO cancellation fees set out above, and we will provide you with a refund for the remaining funds (if any). Alternatively, DJAGO or the travel service provider may offer you a travel credit for the full amount paid by you without applying any applicable travel service provider fees or DJAGO cancellation fees. If your deposit or booking is refundable, this is subject to DJAGO having received the funds from the travel service provider and/or being authorised by the travel service provider to refund your deposit or booking funds.

For instant purchase or non-refundable bookings, if you cancel any aspect of your booking, you will not be entitled to a refund, travel credit or other remedy from the travel service provider and/or DJAGO.

12. Change or Cancellation by a Travel Service Provider

The following terms apply to a cancellation by a travel service provider, except in the event of unavoidable or extraordinary circumstances.

To the extent permitted by applicable law, if your booking is cancelled by a travel service provider, the travel service provider will generally offer you in the first instance alternative travel arrangements of comparable standard if available (and will refund any price difference if the alternative is of a lower value), or a travel credit for the full amount paid by you. Alternatively, subject to the travel service provider's change or cancellation policy, the travel service provider may offer you a refund of all money paid by you in respect of the booking, from which the travel service provider and/or DJAGO will deduct any

unrecoverable costs, and any applicable travel service provider fees and DJAGO cancellation fees set out above.

“Unrecoverable costs” means all reasonable, direct and indirect costs we have incurred in relation to your booking, and includes amounts paid by DJAGO to other relevant travel service providers who are responsible for components of your booking and which may be non-refundable. For example, costs paid to overseas in-destination tour or transfer operators.

For instant purchase or non-refundable bookings, if your booking is cancelled by a travel service provider, subject to the travel service provider’s change or cancellation policy, you may not be entitled to a refund, travel credit or other remedy from the travel service provider and/or DJAGO .

In the event of unavoidable or extraordinary circumstances, a travel service provider may materially modify or cancel your booking.

13. Liability

To the extent permitted by law, neither DJAGO nor any of its related bodies corporate, directors, officers, employees, servants or agents accept any liability in contract, tort or otherwise for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third party providers over whom we have no direct control, force majeure or any other event which is beyond our control or which is not preventable by reasonable diligence on our part. Under circumstances where our liability cannot be excluded and where liability may be lawfully limited, such liability is limited to the remedies required of us under applicable law (including the Australian Consumer Law). This liability clause is subject to your rights under the Australian Consumer Law and nothing in these Booking Terms and Conditions is intended to limit any rights you may have under the Competition and Consumer Act 2010 (Cth).

14. Modification of these Booking Terms and Conditions

DJAGO reserve the right to modify any of these Booking Terms and Conditions) at any time without prior notice. If we make changes to any of these terms and conditions, we will post the amended terms and conditions on djago.com.au website or services, which are effective upon posting. The applicable terms that apply are those in effect at the time you make a booking with us.

15. Governing Law

If any dispute arises between you and us, the laws of Australia will apply. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Australia, and waive any right that you may have to object to an action being brought in those courts.

16. Acknowledgement

You acknowledge that you are 18 years of age or older and that you understand and agree with the above Booking Terms and Conditions.

Execution of Customer Agreement

I've read and acknowledge the booking terms and conditions outlined above.

Traveller

Signature

Date

DJAGO BOOKING TERMS AND CONDITIONS AGREEMENT