

## Terms and conditions

The 'terms and conditions' and general information represented below offer an overview of how we operate and what our tour fares include, and further serve to elucidate our obligations to you and your commitments to us. If you are browsing this document prior to enquiring, you will probably find adequate answers to many of your additional questions here. Certainly do read this section carefully prior to making a booking please, as the avoidance of any misunderstanding is to our mutual benefit.

### Expedition fare

All our quoted individual tour fares apply to groups of eight participants or more, and are 'land-only', covering expenses incurred between arrival at and final departure from the Sorong default or alternative designated starting/ending point(s) of the trip: all tourist/economy class air travel by scheduled services or charter services where necessary, all surface transportation, all accommodation, all meals and non-alcoholic drinks (see also Meals and drinks), plus all levies directly relating to the providing of those services such as airport taxes, travel permits, national park, wildlife sanctuary and strict nature reserve entry permits and applicable fees, conservation and community development taxes, expert guidance, and all porter services (see also Porter services).

Thus, the tour price explicitly excludes all expenses incurred before arrival at and after departure from the Sorong default or alternative designated starting/ending point(s) of the trip, travel insurance, international passport, visa and vaccination expenses, excess baggage charges, laundry, communication costs, and anything else of a purely personal nature, including taxes, service charges and tips relating to such items.

Having paid for your tour, you'll find therefore that very little, if any, extra spending money is needed once under our care.

We are happy to assist you with domestic air ticketing to/from Sorong or the alternative starting/ending point(s), if you cannot arrange this directly from your home(s) country, at this point in time still much the most likely scenario.

### Accommodation

Comfortable, medium to good quality hotels and lodgings, with private Western style toilet and bath/shower, are now available in all regency towns and at a limited selection of remoter destinations, none of which have proven to be particularly attractive in terms of nearby birding potential. Such facilities invariably charge flat room rates for their twin-bedded or double-bedded rooms, regardless of whether one person or two people occupy them. Consequently, all our stated expedition fares are based on double-occupancy here. If you are traveling alone but unwilling to share a room, you should indicate this at the time of inquiry prior to booking, as a single room supplement forcibly applies.

In order to reach the top sites there is usually no other realistic option than to camp out. We then provide for your peace of mind with waterproof, raised-sleeping-platform tented camps, though ask that you bring your personal mosquito net, sleeping mattress and bag. Alternatively, we may be able to make use of basic community-owned facilities locally, but obviously only if this would constitute a significant improvement to camping out.

Our potential clients need to realize fully this inevitably fundamental expedition-style disposition that the sheer lack of tourism infrastructure in the territory currently imposes upon our operations. Please do understand that if the whole idea of bivouacking disturbs you, Papua's heartlands are probably not for you at this point in time (see also Restrictions on participation).

### Meals and drinks

In the regency towns there's generally excellent *à la carte* Oriental dining and a variety of non-alcoholic drinks to be enjoyed at a limited number of quality Chinese and seafood restaurants. Kindly note that our tour fares explicitly exclude alcoholic beverages (see also Expedition fare), and that there is a strictly enforced government ban on alcohol in Wamena and Manokwari regencies.

Out in the field, we serve a delicious blend of Western, Indonesian (Malay) and Chinese home cooking in buffet-style. Breakfast alternates oatmeal porridge, Indonesian-style fried rice, pancakes, banana fritters, and hearty fried cassava, eggs 'n sausages. Lunch and dinner alternate rice, noodles and pasta, potatoes (yes, we do serve real Belgian fries) and sweet potatoes, and cassava as staple, a choice of regional crisply fresh vegetables, tastily cooked in different ways, with fermented and dried bean curd, various nuts, dried and fresh mushrooms, salted and smoked fish, dried sausages and quality tinned meats being the main protein providers. Hearty snacks, served throughout the day, and deserts include fresh regional fruits, home-made pies, cakes and biscuits (must try our pumpkin pie), prawn and celery crackers, banana fritters, pancakes, and puddings.

An assortment of coffee and thee is available throughout the day, as is purified drinking water processed from professional Katadyn® filters. Kindly note that we principally do not provide canned or bottled drinks in the field.

Finally, we spare no reasonable effort to serve locally grown produce originating from organic farming whenever possible.

### **Surface transport**

We use small coaches or minibuses during our expeditions wherever this is needed and possible. However, road conditions more usually dictate the use of 4WD-vehicles. In order to reach some of the satellite islands we make use of reliable, multiple-engine-powered, polyester speedboats.

In each instance, the services of third parties outside our direct sphere of control are involved. Whereas we exercise influence to uphold high levels of maintenance, we have no control and the level of comfort may well be lower than what you are used to back home (see also Limitations of liability).

### **Porter services**

Throughout the expedition we take care of the carrying of one large backpack whenever transferring to/from forest camps, villages, hotels and lodgings, means of transport, and air- or seaports. Kindly be advised that you are expected to carry yourself any small rucksack, waist pouch, or any other type of day pack storing your personal valuables and equipment necessary for the day. If you are unwilling to carry your personal day pack and equipment, or intend to bring extensive image capturing equipment that would require an additional porter at your disposal, you should indicate this at the time of inquiry prior to booking, as a supplement forcibly applies.

### **Reservations**

Should you like to participate in a Papua Expeditions tour, we advise that you kindly first query us on availability. Following our confirmation, you may then proceed to making a definite booking by completing our standardized booking form, and paying us 25 % of the expedition fare (see also Payment). Upon receipt of your booking form and deposit our official confirmation will be sent to you by email.

For your own protection, and in line with common practice, we strongly insist that when you make a booking, you hold travel insurance that will cover you for medical/repatriation expenses and for cancellation/curtailment charges in the event you have to cancel or leave an expedition due to the illness of yourself, a traveling companion or a close relative back home.

### **Final invoice**

The final invoice will be sent electronically 90 days prior to the tour's departure and payment must be received by us within 30 days of the date of issue of that invoice (see also Payment).

Please bear in mind that it may take as much as 15 working days, depending on your bank, before the wired amount actually is allocated to our account. Papua Expeditions/cv.Ekonexion reserves the right to treat your participation in a tour as cancelled and levy appropriate cancellation charges (see also Cancellation) if the balance is not received by the due date, i.e. 60 days prior to the expedition's departure.

### **Payment**

Payment must be settled by bank wire transfer of the required US\$ amount directly to our Bank Mandiri US\$ account (details of which will appear on your booking form), thereby explicitly instructing your bank that all applicable charges at both ends of the transaction are billed to you.

Please, do take heed of the fact that Papua Expeditions/cv.Ekonexion will therefore evidently never have to ask you for your credit card details.

### **Cancellation**

Subsequent cancellation by you of a definite booking must be notified to us per email and will take effect on the day of our perusal. Based on our estimated expenses and losses suffered as a result of your cancellation, the following penalties will apply:

60 days or more prior to departure = 100 % of the deposit paid;

30-59 days prior to departure = 50 % of the expedition fare;

1-29 days prior to departure = 100 % of the expedition fare.

Please note that if the reason for your cancellation falls within the terms and conditions of your travel insurance, cancellation charges will normally be refunded by your insurance company, less any excess applicable (see also Reservations).

Conversely, we too may have to cancel your expedition in the event of *force majeure*: unusual or unforeseen circumstances outside our control, including but not limited to changes imposed by rescheduling or cancellation by air, sea or land carriers, government action, industrial dispute, strikes, war or threat of war, civil strife, terrorist activity, riot, natural or man-made disaster, or severe weather conditions.

In addition, we are compelled to cancel any scheduled expedition for which there are insufficient participants to allow the tour to operate at break-even of costs and for which a settlement in the form of a reduced group premium exceeding 20 % of the quoted expedition fare cannot be reached (see also Reduced group premium).

In the event that we have to cancel an expedition due to circumstances outside our control or because of insufficient support of participants, all trip payments received will be refunded within 30 days of our notification per email, and this shall be the limit of our liability. We cannot accept responsibility for any airline cancellation charges that you may face in connection with getting to the Sorong default or otherwise agreed starting point of the expedition, nor any other expense incurred in preparing for the expedition.

### **Transfers**

If you wish to transfer your booking to another expedition this will normally be treated as a cancellation and rebooking, and the relevant cancellation charges will apply (see also Cancellation). However, if your decision to transfer revolves around the decline of a settlement in the form of a reduced group premium invoked for a scheduled expedition for which there are insufficient participants, no such charges will be levied (see also Reduced group premium).

### **Substitution**

Should you be prevented by reasonable cause from proceeding with your expedition, you are free to find a substitute, provided that we receive immediate notification thereof per email. Any additional costs incurred as a result of a substitution such as e.g. airline cancellation and reticketing charges are your responsibility.

Within 30 days of the tour's departure date we may not be able to accept a substitution as within this time frame the airlines may not accept a change of name, or there may not be sufficient time for the substitute to complete visa, health or other travel requirements, in which case the relevant cancellation penalty inevitably will apply (see also Cancellation). We reserve the right to reject any substitute should we have reasonable grounds for doing so.

### **Reduced group premium**

All our quoted individual tour fares apply to groups of eight participants or more (see also Expedition fare). In the event that a group of eight participants cannot be raised for a scheduled expedition by the time of final invoicing, i.e. 90 days prior to the tour's departure (see also Final invoice), we invoke an arrangement in the form of a reduced group premium aimed at ensuring that our scheduled expeditions will operate wherever economically feasible, at break-even of costs if need be. The magnitude of this reduced group premium will be determined on an *ad hoc* basis following a reassessment of the expedition's economics against the number of standing bookings. Where the reduced group premium is not in excess of 20 % of the quoted expedition fare, acceptance of the premium is compulsory, and bookings are only accepted on the critical condition that you are agreeable to paying the reduced group premium if indeed required. In situations where the tour can operate only if the reduced group premium exceeds 20 % of the quoted expedition fare, acceptance is optional, and should you decide to decline this settlement, you can either transfer your booking to another tour at no additional cost (see also Transfers) or receive a full refund (see also Cancellation). Naturally, in the event that additional bookings are received after a reduced group premium was imposed, we will refund accordingly.

### **Surcharges**

We reserve the right to initiate a minor rate surcharge at any time prior to departure, in the event of extraordinary cost increases or losses incurred by us that stem directly from negative changes in exchange currency values, and/or increases in transport costs, the cost of fuel in particular.

### **Unused services**

No refund can be given for any unused accommodation, meal, flight or other service provided as part of the expedition.

### **Tour alteration**

Our tour itineraries are comparatively detailed and have been meticulously researched in order to maximize time in the field. Occasionally, it may be necessary to deviate from stated details, almost exclusively due to rescheduling of flight departure or arrival times, change of airline, aircraft type, destination or intermediate airport, causing variations in itinerary that have no significant effect upon the enjoyment of the tour, as well as changes to accommodation. Such minor changes are not grounds for cancellation without charges (see also Cancellation). In addition, more substantial alterations made before or after departure due to circumstances outside our control are not grounds for cancellation without charges and any additional costs that may arise are your responsibility (see also Limitations of liability).

### **Restrictions on participation**

Taking part in a Papua Expeditions/cv.Ekonexion tour requires that you be in generally good health and of a reasonable physical fitness, being capable of sustained marching and considerable ascents on often difficult terrain. It is essential that people with any medical problems and related dietary restrictions make them known to us at the time of inquiry prior to booking. We can then counsel you whether the expedition that you have selected indeed is appropriate for you. Evidently, persons over 65 years of age should only consider participating in any of our expeditions if exceptionally fit.

Papua Expeditions/cv.Ekonexion reserves the right to remove from the tour any person physically or mentally incapable or simply unwilling to conduct him/herself in congruence with the satisfactory operation of the expedition. In this unlikely event we will make no refund, nor be liable to pay any compensation, and any additional travel costs involved in returning home are your own responsibility.

### **Limitations of liability**

As part of our contractual duty to exercise utmost care in making arrangements for you, we spare no reasonable effort to ensure that our expeditions are properly arranged and that the airlines, third party vehicle operators, hotels, restaurants and other organizations we engage are reputable. Having said this, our potential clients need to realize fully that Indonesian New Guinea remains an extremely challenging place to operate in, and in order to take part in any of our expeditions we require that Papua Expeditions/cv.Ekonexion, its owners and employees, its agents and operators and their respective owners and employees, be formally exempted, released and held harmless from any and all liabilities arising as a consequence of any acts or omissions on our/their part, including but not limited to negligence.

Papua Expeditions/cv.Ekonexion cannot accept responsibility for claims arising out of carriage by air, sea or land, or provision of hotel accommodation. We have no direct control over the carriers or providers concerned and you are subject to their terms and conditions, which are governed by international conventions such as the Warsaw Convention as amended by the Hague Protocol 1955, the 1961 Berne Convention, the 1962 Paris Convention and the 1974 Athens Convention, excluding or limiting liability in respect of death, injury, delay and loss or damage to baggage.

It is also important to underline here that operational decisions may be taken by air, sea or land carriers, or their regulatory authorities, resulting in delays, diversions and rescheduling. Papua Expeditions/cv.Ekonexion has no control whatsoever over such decisions and is therefore unable to accept responsibility for them.

Finally, with special reference to our birding tours, Papua Expeditions/cv.Ekonexion possesses unparalleled in-house expertise about Indonesian New Guinea's rich birdlife, amassed over years of practical field experience. We do know where the specialties are, and in the field strive for all tour members to obtain satisfactory views of those most-wanted birds. However, seeing some of the more elusive species ultimately depends as much on your own eyesight and active participation in the tour, inherently unpredictable weather conditions and not uncommonly time-restriction, as on our skills and commitment to deliver, and a certain degree of mere luck invariably is involved in the process. Papua Expeditions/cv.Ekonexion therefore evidently can on no account be held responsible for any specifically targeted bird taxon or otherwise, that we may not happen to see during an expedition.

### **Governing law and arbitration**

Should you book a trip with Papua Expeditions/cv.Ekonexion, then the terms and conditions set forth above constitute the entire legally binding agreement and understanding between us. This contract is deemed to have been drawn up at our Sorong office, and is governed by and interpreted in accordance with the laws of the Republic of Indonesia, the Papua Special Autonomous Region, the province of West Papua (formerly known as West Irian Jaya) and the regency of Sorong Town. In the unlikely event that any arising dispute, controversy or claim cannot be resolved on a friendly footing, the competent courts of justice shall be the Sorong State Court and, in case of higher appeal, the Jayapura Supreme Court exclusively.