

Terms and conditions

Effective January 1, 2016

The 'terms and conditions' and general information represented below offer an overview of how we work 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.

Tour fare

Since the coming into force of regulation 17/3/PBI/2015, issued by Bank Indonesia (Indonesia's central bank) in order to mandate the use of the Indonesian Rupiah (IDR) as the sole legal tender throughout the Republic of Indonesia, it is no longer opportune to publish tour fares at long notice on www.PapuaExpeditions.com and www.bird-watching-papua-adventure-travel.com as we priorly always had been able to do by using price quotations in foreign currency. This is because the IDR is vulnerable to both unpredictably massive depreciation as well as generally strong domestic inflation. If you are interested in a Papua Expeditions/cv.Ekonexion tour, then kindly write in for a free and up-to-date quote. If you are enquiring from Indonesia, either as a resident or non-resident, then you will be quoted in IDR as under the novel regulation you would be required to fulfill payment in IDR. Conversely, if you are enquiring from outside Indonesia and hence would have to conclude your transaction and payment from overseas, then this implies an international trade transaction, which under the novel regulation is specifically exempted from the requirement to use IDR and may continue to be quoted and paid for in foreign currency. In this case, we now offer two convenient possibilities for price quotation and payment: in EUR for residents of the 19 member states of the eurozone (euro area), and in USD for residents of all other countries and territories. However, we would be equally happy to quote you and accept your payment in IDR should you prefer this.

All our quoted individual tour fares are based on a maximum participant support of six and cover expenses incurred between arrival at and final departure from the Sorong default or alternatively designated starting/ending point(s) of the tour: all internal air travel within West Papua in economy class, all surface transportation, all accommodation, all snacks, meals, and drinks (see also Meals and drinks), all expert guiding, all porter services (see also Porter services), plus all levies directly relating to the providing of those services, such as government taxes, fees and permits insofar consistent with prevailing law, customary landowner fees insofar agreed beforehand, and all tips.

Thus, the tour fare explicitly excludes all expenses incurred before arrival at and after departure from the Sorong default or alternatively designated starting/ending point(s) of the tour: travel insurance, international passport, visa and vaccination expenses, international air travel, domestic air travel in connection with getting to the Sorong default or alternatively designated starting point of the tour, domestic air travel in connection with getting away from the Sorong default or alternatively designated ending point of the tour, 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 will therefore find that very little, if any, extra spending money is needed while under our care.

We are happy to assist you with domestic air ticketing to and from the Sorong default or alternatively designated starting/ending point(s) of the tour if you cannot arrange this directly from your home country, at this point in time still the most likely scenario in many countries.

Accommodation

Comfortable, medium to good quality hotels with private Western style toilet and bath/shower, are now available in all regency towns and at a limited selection of remoter destinations. Such facilities invariably charge flat room rates for their twin-bedded or double-bedded rooms, regardless of whether one or two persons occupy them. Consequently, all our stated tour fares are based on double-occupancy here. If you are traveling alone and are unwilling to share a room, you should indicate this at the time of enquiry prior to booking as a single room supplement forcibly applies.

Unfortunately, West Papua currently lacks even a single quality lodging product close enough to a terrestrial area of high biodiversity value for the operation to be able to offer a rewarding nature experience 'at its doorstep'. 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 program. Please do understand that if the whole idea of bivouacking disturbs you, West 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 is generally excellent *à la carte* Oriental dining and a variety of drinks to be enjoyed at a limited number of hotels and restaurants. Please be advised 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 pancakes, banana fritters, hearty hash browns, eggs 'n sausages, and oatmeal porridge or cereals. Lunch and dinner alternate rice, noodles or pasta, and potatoes 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, prawn and celery crackers, banana fritters, pancakes, and puddings. We are of course happy to cater for vegetarians or persons with other dietary restrictions.

An assortment of coffee and tea 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 conventional cars during our tours 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 your tour we take care of the carrying of one large backpack or rucksack whenever transferring to/from forest camps, villages, hotels and lodgings, means of transport, and air- or seaports. To ensure transportation under difficult circumstances in the field, we strongly insist that this be a proper backpack or rucksack, fitted with comfortable, padded and fortified back- and waist-straps. We also strongly insist to limit weight in the field to 20 kilograms. Kindly be advised that you are expected to carry yourself any small backpack or 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 enquiry prior to booking as a supplement forcibly applies.

Reservations

Should you like to participate in a Papua Expeditions/cv.Ekonexion tour, then 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 30 % of the tour 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 the tour due to the illness of yourself, a traveling companion or a close relative back home.

Final pro forma

The final pro forma will be sent electronically 150 days prior to the tour's departure and payment must be received by us within 30 days of the date of issue of that pro forma (see also Payment). We reserve 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. 120 days prior to the tour's departure.

Payment

Payment must be settled by bank transfer of the applicable IDR, EUR or USD amount directly to our corresponding Bank Mandiri IDR, EUR or USD account, thereby explicitly instructing your bank that all applicable charges at both ends of the transaction are billed to you.

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:

120 days or more prior to departure = 100 % of the deposit paid;
60-119 days prior to departure = 50 % of the tour fare;
1-59 days prior to departure = 100 % of the tour 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 tour 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 tour for which there are insufficient participants to allow the tour to go ahead at break-even of costs and for which a settlement in the form of a reduced group premium exceeding 20 % of the quoted tour fare cannot be reached (see also Reduced group premium).

In the event that we have to cancel a tour due to circumstances outside our control or because of insufficient participant support, all tour 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 alternative designated starting/ending point(s) of the tour, nor any other expense incurred in preparing for the tour.

Transfers

If you wish to transfer your booking to another tour 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 tour 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 tour, 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. 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 are based on a maximum participant support of six (see also Tour fare). In the event that a group of six participants cannot be raised for a scheduled tour by the time of final invoicing, i.e. 150 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 tours will go ahead wherever economically feasible, at break-even of costs if need be (see also Cancellation). The magnitude of this reduced group premium will be determined on an *ad hoc* basis following a reassessment of the tour's economics against the number of standing bookings. Where the reduced group premium is not in excess of 20 % of the quoted tour 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 go ahead only if the reduced group premium exceeds 20 % of the quoted tour 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 service provided as part of the tour.

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 persons with any medical problems and related dietary restrictions make them known to us at the time of enquiry prior to booking. We can then counsel you on whether the tour that you have selected indeed is appropriate for you. Evidently, persons over 70 years of age should only consider participating in any of our tours if exceptionally fit.

We reserve the right to remove from the tour any person incapable or unwilling to conduct him/herself in congruence with all prevailing national and local laws, regulations and customs, and the satisfactory operation of the tour in general. 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. Please be advised that we absolutely forbid the collection of any specimens on any of our tours.

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 tours are properly arranged and that the airlines, third party vehicle operators, hotels, restaurants and other organizations we engage are reputable. Having said this, our prospective clients need to realize fully that West Papua remains an extremely challenging place to work in, and in order to take part in any of our tours 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 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 West Papua'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 a tour.

Governing law and arbitration

Should you book a tour 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.