

# Indonesia Airport Services and Airport Jakarta Services - Terms and Conditions

## 1. Definitions

“**Service Provider**” means AJS or a service provider engaged as a sub-contractor by AJS, including its respective officers, employees, agents and representatives or sub-contractors.

“**Meeting**” means the place and time at which the Passenger are greeted, met, picked up or collected by the Service Provider or its representative/driver.

“**Client**” means person or entity by whom the Service is ordered

“**Passenger**” means the traveller to whom the Service is delivered

“**AJS**” means Airport Jakarta or Indonesia Airport Services

“**Delivery**” means the place and time at which the Passenger are finally dropped off, left or delivered by the Service Provider.

“**Service**” means the meeting, accommodation or transport services provided to the Passenger

“**Prohibited Goods**” means any goods which are or may, be illegal or prohibited under the laws of Indonesia, and or noxious, dangerous, hazardous, inflammable or explosive, and goods.

## 2. Terms of use

By using any AJS website, booking tool or reservation system through which a Service is ordered is supplied, the Client and/or Passenger agree to be legally bound by these terms, which shall take effect immediately.

## 3. Passenger and Client responsibilities

It is the Passenger’s responsibility, for services beginning at airports to ensure that they locate and wait for the their Driver or Representative at the meeting point in the arrival area and/or use any specified airside exit into the landside arrival area.

It is the Passenger’s responsibility, should they not be able to locate their Driver or Representative at the start of a service, to call the relevant telephone number as provided by the Client before making alternative arrangements. Failure to do so may be treated as a “no show” .

It is the Passenger’s responsibility to advise AJS or the Representative or Driver of any circumstance that will alter the Booked meeting time and meeting place. For example

- If baggage, immigration or customs delays will cause the time taken for the Passenger to exit the airside areas and enter the landside arrivals area to exceed the permitted grace period

- If the Passenger will be late for a street pick up beyond the permitted 10 minutes grace period,
- If the Passenger's flight is retimed or cancelled before its departure
- If a progressive or rolling delay to departure of the Passengers flight occurs before boarding
- If the Passenger's flight is changed to a different flight number and/or a new carrier

It is the Passenger's responsibility, for services beginning from accommodation, hotels, offices or public places to ensure that they are waiting at the appointed meeting point at or before the confirmed pick up time.

It is the Passenger's responsibility, for services where they have luggage to ensure they inform AJS staff so that a large enough vehicle is booked to accommodate all luggage. If the Passenger brings extra luggage that cannot fit in the vehicle ordered, the Passenger will need to cover any additional costs incurred in transferring their luggage.

It is the Passenger's responsibility for to choose and book a start time that allows sufficient time for the journey to take place or the formalities to be completed in good time.

It is the Passenger's responsibility, if travelling with babies and infants, to ensure that the Passenger bring with the Passenger, as well as fit, the correct child/infant seat for use in the Passenger's booked vehicle. Failure to do this could result in the Passenger's service not taking place with no refund possible.

**Porterage:** It is the Passenger's responsibility to declare in advance the number of checked bags any Prohibited Goods that will be handled.

Porterage will not be pre-organized unless it is requested at time of booking

If passenger has pre-requested porter services, the actual cost incurred on the day will be added to their bill as an extra after the service is completed.

The rate for all pre-requested porterage depends on 1. the number and 2. the size of the bags

As a guideline the following rates (subject to change) will apply:

- Small & regular bag and suitcase = USD 4 / piece
- Large or heavy suitcases or boxes = USD 8 / piece
- Excess size baggage & sports gear = USD 12 / piece
- One porter will take 3 small pieces or 1 excess size piece

Based on the information supplied to us at the time of booking we will pre-organize sufficient porters

It is the Passengers responsibility to advise relevant information about the sizes, nature and number of checked baggage items

**Porterage organized on the day** If porters have not been pre-requested, but (1) are required by the client at the time of service, or (2) are insufficient to handle the quantity of baggage, then a 50% surcharge will apply to the pre-requested rates

Client and/or passenger agree (i) to indemnify AJS and its service provider against and (ii) hold AJS and service provider harmless from any penalty, loss, damage, claim, cost or expense which AJS or service provider may incur directly or indirectly as a result of any breach of these requirements

#### **4. Product & Service modifications**

AJS will engage sub-contractors, referred to herein as Service Providers, to perform all or any part or parts of the Service

Occasionally Service Providers may substitute the indicated vehicle type, model or brand, but in such a case one will be provided of similar or better quality.

The Service will normally begin on Meeting.

The Service will normally end when Service Provider drops the Passenger off or leaves the Passenger.

Notwithstanding this, for some non-fixed price ride services in certain countries the Service will begin and end when the vehicle used leaves and returns to its operating base.

AJS and its Service Providers will endeavour to ensure Delivery at any time specified by the Passenger, but the exact time of Delivery cannot be guaranteed and shall not be of the essence.

#### **5. Pricing & Inclusions/Exclusions**

Price quotations and price tables may change without notice until a booking is confirmed. If an material amendment is accepted to a booked Service the amended price will use the exchange rates and tariffs subsisting at the time of change and additional charges may be payable.

The base price quoted at the time of booking will include all knowable charges for the Service that has been booked. If the Passenger direct the driver, the representative or AJS to change the booked Service, or if the Passenger are delayed then additional charges may apply, including "out of hours" surcharges if the Service takes place outside the Service Provider's normal hours as a result of the change or delay.

Prices do not include foreign departure, security, port charges, parking fees, customs, immigration, agricultural, passenger-facility charges or international transportation tax.

Prices do not include discretionary tips/gratuities to representatives drivers or local guides; or passport and visa fees; or baggage and personal insurance.

#### **6. Payment**

The amount charged by AJS will be the amount due in the currency used for the booking, which is normally USDs. AJS cannot know or influence the exchange rate and policies that

are applied by the Passenger's or Client's bank or card merchant in determining the final charge made.

AJS may deduct all or part of payment due from the Passenger's or Client's card, including extra charges incurred because of a variation to the booked Service (whether as a result of the Passenger's request or other circumstances including delays) on receipt of the booking order and/or at any time up to three months after completion of Delivery.

AJS may take whatever steps it reasonably believe to be necessary (i) to protect the Passenger's or Client's card details in AJS's possession from misuse; and/or (ii) to protect itself and its Service Provider from any delay in receiving payment for a completed Service. Such steps may include pre-authorising the charge and verifying the card details and the card's available credit limit.

If the Card company does not authorize the transaction, the Client agrees to make immediate payment to AJS at the Client's own cost by using a different card. The Passenger and Client agree that no payment due to AJS from the Passenger or Client will be withheld by the Passenger or Client in respect of any claim or alleged claim by the Passenger or Client against AJS or its Service Provider howsoever arising and whether by way of set-off, counterclaim or otherwise.

A chargeback is when the cardholder disputes a charge made on the cardholders card. If the Passenger or Client make an unjustified charge back, AJS will charge a US\$75 penalty fee and will report all unjustified chargebacks to ChargeBackProtection.org, which may have the effect of banning the cardholder from placing orders with any business that uses ChargeBackProtection.org. Examples of unjustified chargebacks are (i) if the cardholder issues a frivolous, false or unjustified complaint, (ii) if a the cardholder starts an unwarranted dispute with their card company, (iii) if the cardholder refuses to pay for a properly delivered Service and any charges thereto, (iv) if the cardholder refuses to pay properly due amendment, cancellation or no-show charges.

Refunds will be made provided that the Client or Passenger has paid in full and that the booking is eligible for refund. For a booking originally paid for by credit/charge card, any refund will automatically process to the original credit/charge card account that paid for the booking and no other methods of refund payment will be possible.

Where a credit agreement has been made between AJS and a client, unless agreed in writing otherwise,

- (i) payment is due on the last working day of the month in which the service was performed;
- (ii) all charges made by the remitters bank are the responsibility of the remitter; and the amount remitted must be grossed up accordingly, failing which it will be added to the next invoice cycle;
- (iii) if remitter's payment is not received into AJS bank on the 7<sup>th</sup> day of the month following payment a 10% late payment charge will be made and billed in the next invoice cycle.

## 7. Late bookings, cancellations, amendments and variations

If a Service is booked at short notice, and/or a Booked Service is amended, cancelled before the Meeting time, or is varied during its performance (a “Change”) then AJS and its Service Providers may require payment of additional fees.

Any charge incurred due to a Change before the job starts will be billed and collected by AJS from the nominated credit/charge card.

Any charge due to a Change incurred at or after the start may be collected by the driver/representative or, if they are unable or unwilling to do so, or are instructed by the Client not to do so, will be billed retroactively at the published and normal rate by AJS to the nominated credit/charge card on record

If as a result of the *voluntary* or *involuntary* Change additional waiting or driving time, additional toll or parking charges, night surcharges or other unanticipated costs are due then the Driver/Representative may inform the Passenger that an additional charge is/will be payable; and if permitted and willing may collect payment from the Passenger in cash, and on request will issue a receipt for the additional amount collected.

In the event that the Driver/Representative does not so inform the Passenger and/or the Passenger is unable or unwilling to pay or consent to such additional charge, then (i) the Service Provider may refuse to perform the Service or the requested variation to the Booked Service, and (ii) AJS may charge an additional amount properly due retroactively from the nominated credit/charge card.

Examples of a *voluntary* Change to the Booked Service include the passenger requesting stop offs, drop offs, a different route, a different destination, or the Driver to wait.

Examples of an *involuntary* Change include a flight being delayed, retimed, cancelled, rerouted or changed.

For all Rides, the first 10 minutes of waiting after the pick up time (“grace period”) will free of charge.

For Airport arrival pick ups the first 60 minutes after the actual landing time (“grace period”) will be free of charge.

If, less than a certain number of hours before the Start Time a Service is cancelled, or is materially amended, or is materially reduced in value, or is materially delayed by the Passenger a Change fee will be charged as follows

Short Notice Booking, Cancellation, Major Change: if a Booking or Change is accepted:

More than 48 hours ahead of the booked start time – no surcharge, charge will apply or a full refund will be made;

Between 12- 48 hours ahead – we may make a charge or apply a late surcharge of 50%;

Less than 12 hours ahead- we may make a charge or apply a late surcharge of 80%;

If the Passenger is No Show or a Service is declined – we charge 100% of the job’s value.

Insurance: We strongly recommend that the Passenger purchase a comprehensive Travel Insurance Policy prior to departure covering charges the Passenger will incur in the event of delays or changes to flights, changes in airport conditions, extended driving times and lost or damaged baggage.

## **8. Complaints & disputes**

Any complaint or dispute regarding the supply of a service should be notified to AJS in writing by email within 1 month of the date the booked Meeting time. It may not be possible to investigate any complaint received more than 1 month after the date of the supply of the service.

## **9. Declarations**

The Passenger acknowledge that they have, or when booking shall be deemed to have, read, understood and accepted these Conditions.

The Passenger agrees not to carry any Prohibited goods and to indemnify and to hold AJS harmless from the consequences of carrying Prohibited goods or any illegal or prohibited action by the Passenger or behaviour by the Passenger during the period of the Service

The Client accepts and warrants that it is its responsibility to communicate these Terms and Conditions, and particularly the restrictions on Prohibited good, to the Passenger.

The Passenger and Client acknowledge that they have not entered into this contract relying upon any representation properly made by or on behalf of AJS and have not relied upon any correspondence, statement or sales literature issued by a third party independently or on behalf of AJS.

The Client and Passenger acknowledge that these Conditions, subject to and together with any variation agreed in writing between a Director of AJS and the Client or Passenger, shall constitute the entire contract between AJS and the Client or Passenger and shall override or supersede any previous contract or arrangement between AJS and the Client or Passenger and in particular shall operate to the exclusion of any terms and conditions at any time imposed by the Client or Passenger in writing or verbally, and shall supersede any earlier version of these standard terms and conditions.

## **10. Disclaimers & Limitations of Liability**

AJS accepts no responsibility for the cost, loss or damage to any luggage or property transported during the Service, howsoever such a loss or damage may be caused.

The full liability of AJS to the Passenger or Client under all and any circumstances including non-performance shall be limited to a sum equal to two times the charges paid by the Passenger or Client to AJS for the Service affected.

Under no circumstances will AJS or its agents, affiliates, Service Providers, suppliers, and/or distributors be liable for any of the following losses or damage (whether such losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties; or (g) any indirect, consequential, special or exemplary damages arising from the use of the AJS.com site or AJS Products or Services regardless of the form of action.

If AJS or Service Provider should be found liable for any loss, injury or damage which arises out of or is in any way connected with any of the herein described functions, AJS's or Service Provider's liability shall in no event exceed the maximum insurance cover held by AJS or Service Provider, whichever is the lesser, and details of which are available on request with 7 days notice.

AJS will not be liable for any its or its Service Provider's failure to perform its obligations and/or any cost, loss or damage which results directly or indirectly from any cause or circumstance which is beyond our reasonable control. Without limiting the generality of the foregoing, the following shall be regarded as such "Force Majeure" circumstances: explosion, fog, flood, extreme weather, typhoons, cyclones, hurricanes, fire, epidemic, major road closures, state/diplomatic visits; war, hostilities, embargo, blockade, invasion, riot, revolution, civil disturbance, or acts of terrorism, strikes, lockouts or boycotts, labour dispute (but not of Service Provider's own workforce) which involves stoppage of work; acts or restrictions or regulations or by-laws, revocation of or refusal to grant a licence or permit, seizure under legal process, prohibitions, or measures of any kind on the part of any governmental or regulatory authority (including a bona fide airport authority), or temporary suspension of access to any part of an airport where access is required to provide the Service, or failure of a utility service (including but not limited to electricity, gas, water, internet, or telecommunications).

## **11. General**

AJS will only arrange the Services for Clients and Passengers subject to these Conditions. AJS and its Service Provider reserves the right at their absolute discretion to refuse to provide the Service to any Client or Passenger at any time.

Any authorised waiver by AJS or Service Provider of any breach by the Client or Passenger of these Conditions is limited to that particular breach. A delay by AJS or Service Provider in acting upon a breach shall not be deemed a waiver.

These Conditions may be varied by AJS from time to time without Notice. The subsisting and applicable Conditions are available on request and are posted on the AJS group website.

AJS may change these Terms & Conditions at any time by posting notice of the changes online.

A person who is not a party to any contract governed in whole or in part by these Conditions (save for any officer, employee, agent, representative or sub-contractor of AJS) has no right to enforce or have the benefits of any term or conditions.

The terms contained in each clause or sub-clause of these Conditions are separate and distinct. Each may be enforced separately. The parties agree that if any clause or sub-clause shall be adjudged void or ineffective for whatever reason, but would be adjudged valid and effective if part of the wording thereof was deleted, the clause or sub-clause shall apply with such modification as may be necessary to make it valid and effective and shall not invalidate any other Conditions.

AJS reserves the right to record any telephone conversation with the Passenger and to make use of any such recording in any proceedings.

These Conditions shall be subject to the Laws of Indonesia and the parties hereby submit to the non-exclusive jurisdiction of the South Jakarta Court

Except as otherwise provided in these booking terms and conditions, the Passenger's statutory rights are not affected.

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