

Airport Assistance Service Terms and Conditions

1. Definitions

“**JGTB**” means Just Go To Bali and or its affiliates, subsidiaries, branches trading as “Airport Assistance Service”.

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

“**Meeting**” means the place and the 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 that orders and/or books the Service

“**Passenger**” means the traveler to whom the Service is given

“**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 the country in which the service is being provided, including noxious, dangerous, hazardous, inflammable or explosive goods.

2. Terms of use

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

3. Passenger and Client responsibilities

It is the Passenger’s responsibility, for services beginning at the airport to ensure that they find and wait for their Driver or their Representative at the designated meeting point.

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

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

- 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,
- 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 normal time allowance or grace period

- If the Passenger will be late for a street pick up or curbside greeting beyond the permitted grace period

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

It is the Passenger's responsibility, for services where they have more than one large or two medium size checked luggage, or every many, very heavy or very large checked bags, to ensure they inform JGTB when booking so that a large enough vehicle is booked to accommodate all luggage; and/or that porters are engaged to handle the bags.

If the Passenger brings luggage that cannot fit in the vehicle ordered, or cannot be moved by the greeter and any booked staff or porters, then the Passenger will be liable for any additional costs incurred in transferring their luggage in a baggage van or in a larger or an additional vehicle; or moving it through the airport.

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

It is the Passenger's responsibility, if travelling with babies and infants, to ensure that they inform us and/or bring, as well as fit, the correct child/infant seat for use in the booked vehicle.

It is the Passenger's responsibility to declare dutiable or prohibited goods to Customs Officials. Under no circumstance will JGTB staff or representatives handle, push or carry any Passenger bag or belongings through the customs checks. It is the responsibility of the Passenger to carry bags through customs or to engage or order a licensed porter to do so. Porter-age will not be organized unless it is requested at time of booking or included in the normal service. It is the Passengers responsibility to advise relevant information about the sizes, nature and number of checked baggage items to be handled.

THE CLIENT AND/OR PASSENGER AGREE (I) TO INDEMNIFY JGTB AND ITS SERVICE PROVIDER AGAINST AND (ii) TO HOLD JGTB AND SERVICE PROVIDER HARMLESS FROM ANY PENALTY, LOSS, DAMAGE, CLAIM, COST OR EXPENSE WHICH JGTB OR ITS SERVICE PROVIDER MAY INCUR DIRECTLY OR INDIRECTLY AS A RESULT OF ANY BREACH OF THE AFOREMENTIONED REQUIREMENTS

4. Product & Service modifications

JGTB will engage a sub-contractor, referred to herein as a Service Provider, to perform all or any part or parts of the Service

The Service will normally begin on Meeting.

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

JGTB and its Service Providers will endeavor to ensure Delivery at the time and place specified by the Passenger or in the booking, but the exact time and exact place 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 a 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 directs the Driver, the Representative, or JGTB to change the booked Service, or if the Service start time or Delivery time is delayed then additional charges may apply, including "out of hours" surcharges if the Service then 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 or personal / travel insurance.

6. Payment

JGTB accepting payment (i) wire bank transfer, JGTB will prepare Pro-Forma Invoice with Bank Account Details for transfer; or (ii) cash collection after the service being conducted or (iii) using credit card. The only preferred payment is via wire bank transfer, cash collection and/or credit card are the last choice if bank transfer not possible.

The amount charged by JGTB will be the amount due in the currency used for the booking, which is normally USDs and/or IDRs. JGTB 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.

JGTB 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.

JGTB may take whatever steps it reasonably believe to be necessary (i) to protect the Passenger's or Client's card details in JGTB'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-authorizing 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 JGTB at the Client's own cost by using a different card or payment method. The Passenger and Client agree that no payment properly payable and due to JGTB 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 JGTB or its Service Provider howsoever arising and whether by way of set-off, counterclaim or otherwise.

If the Passenger or Client make an unjustified charge back (a chargeback is when the cardholder disputes a charge made on the cardholder's card) then JGTB may charge a US\$100 penalty fee and may report unjustified chargebacks to ChargeBackProtection.org, which may have the effect of banning the cardholder from placing orders with any business that uses the services provided by ChargeBackProtection.org. Examples of unjustified chargebacks are (i) if the cardholder issues an

erroneous, 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.

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 JGTB and its Service Providers may require payment of additional fees.

Any additional fee due to a Change before the service starts will be billed and collected by JGTB from the nominated credit/charge card.

Any additional fee due to a Change incurred at or after the start of the service will be billed retroactively at the published and normal rate by JGTB 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 will inform the Passenger that an additional charge is/will be payable; and will require the Passenger to sign a form accepting that additional charges may be due

In the event that 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 change to the Booked Service, and (ii) JGTB may charge an additional amount properly due retroactively to the nominated credit/charge card.

Examples of a voluntary Change to the Booked Service include the passenger bringing additional guests; requesting stop offs, drop offs or asking the Driver or Representative to wait.

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

For Airport arrival car service pickups the first 30 minutes after the actual landing time (“grace period”) will be free of charge.

In the case of a short notice order, cancellation, no-show, declined service, or amendment, we will charge an additional fee.

Where and order is requested and accepted at short notice
48 to 12 hours ahead: a late order fee of 50% or more may be charged
Less than 12 hours ahead: a late order fee of 100% may be charged

Where a cancellation or a major change is made
72 to 12 hours ahead: a change fee of 50% or more may be charged
Less than 12 hours ahead: a change fee of 100% will be charged

Changes or cancellation must be made by e-mail. They are deemed “accepted” when we confirm back, or change the booking as requested.

Booking Instructions that are received after 8.00pm local time will not be viewed by JGTB staff until 10.00am local time in Denpasar on the next day.

Change fees will be strictly enforced.

If the Passenger is No Show or a Service is declined JGTB will 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 AFT in writing by email within 10 days of the date the booked Meeting time. It may not be possible to investigate any complaint received more than 10 days after the date of the supply of the service.

9. Declarations

The Passenger acknowledges 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 JGTB harmless from the consequences of any illegal or prohibited action or behavior by the Passenger during the period of the Service

The Client accepts that it is its responsibility to communicate these Terms and Conditions to the Passenger(s).

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

The Client and Passenger acknowledge that these Conditions, subject to and together with any variation agreed in writing between a Director of JGTB and the Client or Passenger, shall constitute the entire contract between JGTB and the Client or Passenger and shall override or supersede any previous contract or arrangement between JGTB 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

JGTB 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 JGTB 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 to JGTB by the Passenger or Client for the Service affected.

Under no circumstances will JGTB 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 JGTB web site(s), JGTB booking systems or JGTB Products or Services regardless of the form of action.

If JGTB 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, JGTB's or Service Provider's liability shall in no event exceed the maximum insurance cover held by JGTB or Service Provider, whichever is the lesser.

Force Majeure: JGTB will not be liable for its or its Service Provider's failure to perform obligations and/or any cost, loss or damage, which results directly or indirectly from any cause or circumstance, which is beyond JGTB's 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, labor 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 license 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

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

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

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

JGTB 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 courts in which the Service is performed.