

# **Conditions**

## B2B specific terms & conditions

B2B specific terms & conditions are an integral part of our general conditions, for more details please click here

#### **Rates**

The prices we feature are highly-competitive and are quoted per person / per room as indicated in the quotation. All prices displayed including VAT / GST and all other taxes (subject to change of such taxes), unless stated differently on our website or the confirmation email. All prices are quoted as per the published currency, are non-commissionable and may be only valid for a certain period. We guarantee that our rates do not include hidden charges.

Please note that a number of hotels include compulsory special meals during the festive season and sometimes on national and/or other festive occasions in each country. This is a compulsory charge, regardless of whether you join in or not and will be invoiced to your account. It is not possible to pay for these meals on the spot.

Asian Trails Ltd. is required to follow guidelines in terms of MSP (Minimum Selling Prices) aligned with contractual agreements with service suppliers. Our customer service representatives will inform you accordingly when these practices need to be put into practice.

The company may include handling fees for services, based on the services required from our side; pre-agreed handling fees are invoiced when Asian Trails Ltd. is

requested to take over, handle, amend and/or act on behalf of the customer's direct agreement with supplier(s).

Any special offers / deals we receive from all our suppliers will be automatically updated in our system. Confirmed services which have been paid in full / partial and are made before the launch of these special offers are not applicable; the original confirmed rates are final between us and you as the traveller. We regret that we are unable to communicate on an individual basis all our special offers as well can we not be held responsible in any way for these special offers after your confirmed booking and payment has been processed.

### Rate or tariff error corrections

Asian Trails' featured information on all its travel, marketing and booking portals is collated from numerous sources with which we collaborate (both manual and technical). Even though we pay great attention to the accuracy of this information and rates, Asian Trails is unable to ascertain that all its featured information is 100% accurate and / or doesn't include errors of a typographical, style and/or spelling nature. Therefore, Asian Trails cannot be held responsible / liable for wrong information and / or the lack of information in any way. The provided information is

subject to change at any time, as provided by our suppliers, Asian Trails is collaborating with.

Any portal, site, and / or channel of this nature is prone to errors and mistakes of any kind (conversion errors and / or price changes, conversion variables inaccurate spelling and style errors, general and specific information of any kind, and so forth).

Should any erroneous action be undertaken and / or spotted by either Asian Trails or its supplier(s), Asian Trails and / or its supplier(s) reserve the right to cancel any booking / revise existing quotations and / or services booked in option status.

Any (pre)paid amount connected to these errors will be refunded to the client by Asian Trails (when applicable). In connection with this procedure, Asian Trails and / or its supplier(s) will not hold the client / user liable, or vice versa, in any way.

Any errors in miscalculations of any kind (connected to rate of exchange conversion, inaccurate mark-up policies, and/or other price errors spotted by Asian Trails' quality control team will automatically instil a price / tariff error correction connected to the published / featured sales rate:

- A noticeable difference equal to or more than 70% compared to the correct published / featured rate per individual booking;
- A noticeable difference equal to or more than 500 USD / EUR, or equivalent in contracted currency, compared to the correct published / featured rate per individual booking.

If above-mentioned benchmark standards (in amount or in %) have not been reached, yet the total loss of all accumulated bookings / quotations / options of one specific agent (tour operator, travel agent, and / or OTA channel) exceeds 500 USD / EUR or is more than 70% (reference to the above 2 points), Asian Trails reserves the right to instil a price / tariff error correction for all recorded bookings / quotations / options for this specific agent. An exception to the above is where the amount or %

difference is less than 20%. This is the generic rate reduction given for any price / tariff error.

Asian Trails allows all bookings / quotations / options to be cancelled within 7 days after Asian Trails informs the tour operator, travel agent, and / or OTA channel when Asian Trails has identified the erroneous tariff / price discrepancy. This cancellation process will set in place if the tour operator, travel agent, and/or OTA channel has not reconfirmed acceptance of this; Asian Trails will automatically cancel all the bookings / quotations / options accordingly without charging any cancellation fees.

Should the price / tariff error protocol be found within 7 days prior to the client's arrival, Asian Trails quality control department, in collaboration with the company's sales, sourcing and operational departments, may execute the applicable rate / tariff correction or may rebook the client to an alternative accommodation (rebooking) and / or suitable tour alternative.

# Confirmation

A confirmation e-mail will be sent via our e-mail system together with the applicable exchange e-voucher(s) for the booked services. Reservations with an 'on request' status, in case the booking cannot be confirmed immediately, we will send a confirmation e-mail together with exchange voucher. If we are unable to confirm your reservation, we will not charge you for any cancellation and /or administration fees.

## Child policy

Children may be granted discounts on transfers, excursions and package tours provided that they either share the room with at least two (2) adults or do not require an extra bed or, in case of excursions, are accompanied by at least two (2) full paying adult. A maximum of two (2) children per party is granted for such discounts,

as where additional children are charged as adults. Depending on the booked services, applicable children ages may differ per service.

Asian Trails Ltd will inform you when children discounts are applicable, depending on the exact age of the child (ren) upon commencement of the service.

## **Payments**

Full prepayment by bank transfer is required at least 30 days before commencement of services, with all bank transfers charges/fees to be paid by clients. Failure to do so may result in the cancellation of the reservation(s).

Only when applicable and available, certain accommodation and service providers offer the opportunity for reservations to be paid (wholly or partly and as required under the payment policy of the accommodation) to the accommodation provider during the reservation process by means of secure online payment (all to the extent offered and supported by your bank). Such payments are securely processed from your credit card to the bank account of the accommodation or service provider through a third-party gateway payment online process.

Asian Trails Ltd. reserves the right to add a fee to the total amount in the event of credit card payments. These regulations are aligned with the charges set by each credit card company and are in line with local regulations for credit card payments.

Out of experience, we have learned that charged amounts will take approximately 2-4 weeks before these will appear onto your credit card or bank statement.

# **Cancellations**

A reservation with an accommodation or service provider via this gateway confirms that you agree and accept the conditions related to cancellations or no-shows. The relevant service provider is therefore authorised to charge the applicable

cancellation or no-show charges to you. These conditions may differ from service provider or accommodation which you will be informed about.

The general cancellation and no-show policy of each service and accommodation provider are made available on our website upon making the reservation. During the reservation procedure and in the confirmation email, these will be again highlighted to you. Please note that certain rates or special offers are not eligible for cancellation, refund or changes.

In the event of passing on incorrect / invalid credit card details, absence / incorrect provision of required bank information or other incidents to us that allow us not to process the reservation, you as the customer are not entitled to any refund or compensation unless we, as Asian Trails Ltd., agree otherwise.

We highly recommend reading the cancellation conditions carefully before finalising your reservation.

#### Amendments and refunds

We reserve the right to charge amendment fees which will are in line with agreements between us and the accommodation and /or service provider. We will inform you in advance what the charges may be, should these applicable.

All confirmed refunds from our side, in the event of cancellations or amendments, will be credited to your credit card within 30 business days. Once the refund instructions leave our office, it can take anywhere from 10-20 working days in addition for the proceeds to arrive in your account. These policies are set according

to each credit card / bank's own policies. Rest assure that we will do all possible to speed up the procedures when refund matters are accepted.

Any cancellation or amendment request or not having received our cancellation, kindly contact our customer service department. We confirm that we take all matters pertaining cancellations and amendments seriously.

#### Links

Asian Trails Ltd. cannot be held responsible for any links from other sides from or to www.asiantrails.travel. All links are being provided as a convenience and for informational purposes only; they do not constitute an endorsement or an approval by Asian Trails Ltd. of any of its products, services or opinions of the corporation or organisation or individual.

Asian Trails Ltd. bears no responsibility for the accuracy, legality or content of the external site or for that of subsequent links. Any content from external links provided in our website are strictly for informational use and requires the user of its site to verify the content of these links.

### Complaints and irregularities

Asian Trails Ltd. considers complaints as valuable feedback to improve service delivery levels. We request that service delivery failures or customer concerns, be reported during the customer's stay, to one of our representatives. It is the aim of the company to solve any irregularity on the spot.

The company reserves the right to refuse to take action on perceived irregularities submitted to the company 14 days after the customer returns back home.

For further correspondence, please contact our service support centre via email

#### Content submissions and feedback

Users of the Asian Trails Ltd' website (hereafter called 'site') agree that the site is used for lawful purposes only. All feedback, comments and suggestions related to

the site via any means of communication (both online and offline) will immediately fall under the exclusive rights of Asian Trails Ltd. under its ownership of its titles. Asian Trails Ltd. will under no circumstances and/or will be obliged to pay any compensation for any submission of information by the user, is obliged to comment on any submission of information by the user, or requires keeping record of any information by the user according to any form of confidentiality agreement.

The user will refrain from posting any discriminative, unlawful, harmful, abusive, vulgar, obscene / sexual explicit, racist / radically or any material that is objective or embarrassing to another user or any other person or entity as determined by Asian Trails Ltd. at its sole discretion. This includes using any of Asian Trails Ltd.'s interactive area for any purpose in violation of local, state, national, or international laws is strictly forbidden as an activity.

# **Intellectual property rights**

All information – text, images, reviews, any downloadable files, and other information provided on our website – is copyright protected and its content and information cannot be used / duplicated / copied / linked or distributed in any way, unless written confirmation from Asian Trails Ltd. has been granted.

We have obtained exclusive ownership of all rights, interests and title deeds, including the design of our online platforms, bearing our name and/or is (in)directly associated with us.

In case you wish to use information (whole and /or a part) of the above-mentioned, you require written confirmation from us – this includes as well translations of any kind. Any proven use of unlawfully actions or behaviour that reflects the use of these intellectual property rights is considered a material infringement and may be held liable in accordance to the law of that respective country.

#### Force majeure

During the term of this Agreement, neither party shall be in default of its obligations to the extent that its performance is delayed or prevented by causes beyond its reasonable control, including but not limited to, acts of God, natural disasters, famine, pandemic, epidemic, strikes and other labour disturbances, acts of war, or civil disturbances, or other equivalent or comparable events. On happening of the Force Majeure event the affected party shall communicate the force majeure event to the other party in writing.

The obligations under this Agreement shall remain suspended between the parties due to the force majeure event. In the event, the force majeure event does not cease to exist but continuous beyond the period of 30 days, then either party shall be at liberty to terminate this Agreement forthwith due to the force majeure event. It shall be at the discretion of the affected party, if during the force majeure event it mitigates the situation and attempts to perform its obligations under this Agreement subject to the other party reciprocating to bear additional costs and expenses that may be incurred by the affected party to perform the services for the other party during a force majeure event.

## **Indemnity**

The Client agrees to indemnify and to save Asian Trails Ltd. from harm and against all damage or injury (including death) to property or person(s) resulting from intentional or negligent acts or omissions from their respective officers, employees, agents, contractor or subcontractor in connection with the performance of this Agreement.

### Legal note

This Agreement is governed by and construed in accordance with the laws of Thailand (and/or applicable in relation to the country it is legally represented) for the time being in force and the parties agree to submit any dispute arising between the parties under this Agreement to arbitration in accordance with the Arbitration Rules of the respectable Arbitration Institute, Office of the Judiciary applicable at the time

of submission of the dispute to arbitration and the conduct of the arbitration thereof shall be under the auspices of the specific Arbitration Institute accordingly.

# Liability

Asian Trails Ltd. acts as an intermediary between all airlines, hotels, local tourist offices and other service providers. Therefore, Asian Trails Ltd. reserves the right to modify tours and itineraries with or without notice. Asian Trails Ltd. package tours are organised in conjunction with the respective airline(s) scheduled flights, itineraries and timetables are provisional and subject to change without notice. Asian Trails Ltd.'s package tours are organised in conjunction with the respective airline(s) scheduled flights, itineraries and timetables are provisional and subject to change without notice. Therefore, we are not responsible for any loss, injury or damage sustained by the tourists, including those occurring outside the touring programmes. Additional expenses incurred due to delay, accidents, natural and disaster, political actions and unrest must be borne by the traveller. Programmes and prices, services and conditions are based on those valid at the time of printing and are therefore may be subject to change without advance notice before or during the tour. Acknowledgement and confirmation of the above-mentioned conditions is active, once you participate in one of the provided services via our website or appointed 3 party sales point. The itinerary of the excursion, package and/or tour cannot be altered or changed without prior permission from us. We cannot be held liable if you amend the excursion and its content in your brochures or give wrong descriptions to you that are travelling.

### To contact us about these conditions

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Asian Trails Ltd. continues to improve the content of its site www.asiantrails.travel and we reserve the right to alter / amend / add new content to our website and/or change the conditions and/or privacy policy at any time without prior consent.

For further information:

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