



[Terms and Conditions](#)

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Happy Trails! Asia

Version 126

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Terms and Conditions

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Introduction

The terms and conditions below apply to any tours operated by Happy Trails! Asia (and its subsidiaries) within Indonesia, Malaysia, Singapore or Brunei. These are governed under Indonesian law for Indonesia and under Malaysian law for Malaysia, Singapore and Brunei, and unless otherwise indicated in writing will be upheld for any tour booked to Happy Trails! Asia (trading under the names of PT. Bagja Kumbara Nusantara; PT. Bagja Kumbara Andalas; Happy Trails Borneo Tours Sdn. Bhd. Happy Trails Malaysia Tours Sdn. Bhd.).

In this terms and conditions, the following terms/definitions are used:

Client/Traveler/Passengers	Any client on any booked services
Rates/Prices	Quoted prices for a service or combination of services
Force majeure	Means any event which Happy Trails! Asia or the sub-supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include whether actual or threatened war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, disease, fire and all similar events outside our control.
Happy Trails! Asia	Legally in cooperated as: PT. Bagja Kumbara Nusantara; PT. Bagja Kumbara Andalas; Happy Trails Borneo Tours Sdn. Bhd. Happy Trails Malaysia Tours Sdn. Bhd;.
Client/Customer	Any agency, company, person, group who utilized the services of Happy Trails! Asia
Service Providers	A vendor/final operator/supplier of tourism related services

Happy Trails! Asia is looking forward to the opportunity to act as your booking agent for your, or your client's, travel needs. These Terms & Conditions describe what you are entitled to expect when booking a travel package through us, in addition to your obligations as our clients.

Type of Services

Happy Trails Asia solely acts as an intermediary between the traveler, his travel agent or tour operator, and local airlines, hotels, restaurants, boat companies and ground transportation companies (referred to as service providers). Happy Trails Asia is therefore not responsible for any loss, injury or damage sustained by the traveler, including those occurring outside the tour programs.

Happy Trails Asia provides services which will consist of one or more of the following elements:

- Intermediary in finding accommodation on behalf of customer's clients;
- Intermediary in finding transportation services (including but not limited to flight, trains, busses, cars, boats, ferry's, cycles etc.) on behalf of customer's clients;
- Intermediary in finding excursion services on behalf of customer's clients;
- Giving assistance to local representatives of customer;
- Intermediary in finding, if so desired, local guides or tour leaders with the required language capabilities, who have received special training from Happy Trails! Asia;
- All activities connected with the above services, even though not specially enumerate hereinabove.

Obligations of customer and its client(s)

Clients or client need to provide the following correct client(s) details: passport number, passport expiry date, passport issue date and place of issuance, full name as it appears in the passport of client, date of birth, place of birth, nationality and arrival details. A booking cannot not be confirmed without the provision of client(s) details.

The client(s) are solely responsible to obtaining a visa and other documentation (i.e. vaccination proofs/medical proofs/arrival documents/customs documents etc.) to enter (and travel within) Indonesia, Malaysia, Singapore and Brunei. Happy Trails! Asia will provide information regarding visa requirements to customer, but cannot be held responsible if traveler is denied entry into any destination or for the correctness of the information provided.

Customer will assure that all clients are obliged to arrive in the country with proper travel insurance which must include proper medical cost coverage and coverage of repatriation if so required (*see also hereafter under Responsibility, Liability and Insurances*).

Customer must notify Happy Trails! Asia in writing during booking of any personal conditions (including physical, medical, mental, disability or otherwise) that could impede Happy Trails! Asia to execute the tour properly. Failure to do so may be the cause of Happy Trails! Asia to alter or cancel the booked services without any obligation on the part of Happy Trails! Asia for refunds and/or compensation to customer or its client(s).

Responsibility, Liability and Insurances

- Happy Trails Asia solely acts as an intermediary between the traveler, his travel agent or tour operator, and local airlines, hotels, restaurants, boat companies and ground transportation companies (referred to as service providers). Happy Trails Asia is therefore not responsible for any loss, injury or damage sustained by the traveler, including those occurring outside the tour programs.
- Happy Trails Asia reserves the right to modify tours and itineraries with or without notice. Happy Trails Asia tours are organized with the respective airline(s) scheduled flights, itineraries, and timetables; these are provisional and subject to change without notice. Acknowledgement and confirmation of the above-mentioned conditions is active once clients participate in one of the services provided via Happy Trails Asia. The itinerary of the excursion, package and/or tour cannot be altered or changed without prior permission from Happy Trails Asia.
- As Happy Trails! Asia acts as an intermediary between the client and service providers, in case any claims on liability are made the client shall place this claim with the respective service supplier only. Happy Trails! Asia shall assist in communication only in these cases.
- Happy Trails! Asia only considers/accepts limited liability claims if it meets **all** the following requirements
 - The claim is reasonable and grounded.
 - Is a direct result of the services operated by Happy Trails! Asia to the client.
 - There is no other third party liable for the claim (inclusive of service providers).
 - The claim is not caused by a force majeure.
 - It is not a claim for consequential damages.
 - Client/Client had sufficient and proper travel insurance.

If all the above conditions are **not met** Happy Trails! Asia will not be liable in any way and a claim will not be considered.
- Happy Trails! Asia's liability is limited to the cover of its liability insurance, which a maximum of US\$ 2,500,000 in Indonesia, and MYR 5,000,000 in Malaysia.
 - Sub limits and exclusions apply to some liability coverages (i.e. personal affects, first aid etc.).
For Indonesia's insurance, please find the key sublimit conditions as below.
 - Client Effects (Sub Limit USD 25,000 in the aggregate).
 - Non-Owned & Hired Automobile Clause (Sub Limit USD 1,000,000 in aggregate)
 - Vicarious Liability per events and tours arranged through the Insured (Limit USD 1,000,000 anyone occurrence and in aggregate).
 - Extended to include Liability to client only during activities of using craft/vessel for pleasure/cruise (Sublimit USD 100,000 anyone occurrence and USD 250,000 in aggregate).

In contrast, Malaysia's insurance does not have sublimit.
The above information is merely a short excerpt, we strongly suggest you consult the details on this, please contact us and we are happy to provide these. The terms of this insurances are available upon request and the client is responsible for requesting these to understand the limits of the provided insurances.
- Happy Trails! Asia shall not be liable in any way to customer or client(s) for death, bodily injury, illness, damage, delay or other loss to person or property, or financial cost:
 - Caused by the client operating motorized vehicles.
 - Caused by a deliberate act or omission of the client or client which could reasonably have been expected to cause (bodily) injury or damages.
 - Any underwater activities (including but not limited to (scuba) diving).
 - Caused by food or beverage consumption.
 - Caused by unattended luggage/personal belongings.
 - Caused by unreasonable claims.
 - Caused by the usage of government licenced/authorized forms of (public) transport included but not limited to: Airline seats, bus, train, ferry, metro, and (speed) boat services.
- Happy Trails! Asia shall not be held liable for any consequential losses (i.e., business revenue/income loss due to client illness/death/disability).
- Happy Trails! Asia shall not be liable in any way to customer or client(s) for death, bodily injury, illness, damage, delay or other loss to person or property, or financial costs, which can be insured by proper travel insurance and/or is without its span of control (force majeure), such as but not limited to terrorist attacks, fire, extreme weather, infectious/contagious diseases, pandemics or other natural or manmade calamities.
- It is customer's responsibility to assure that all clients have a valid and appropriate medical insurance which covers medical costs in case of personal injury, illness, medical isolation, or death and repatriation

in case of an emergency. Clients without said insurance can be denied the booked services and liability consideration without any claim to compensation against Happy Trails! Asia by customer or client.

- Happy Trails! Asia does not adhere to any international or other regional/national laws of any kind and only to the laws in the country of operation of services.
- Happy Trails! Asia will merely act as an intermediary to arrange services and by service providers which meet the destinations' legal requirements, licences, and laws. International laws/expectations/industry standards are not considered, and Happy Trails! Asia does not accept any liability in relation to these.
- For excursions which are considered (high-)risk activities, such as mentioned in the overview below but not limited to the overview, customers are expected to arrange their own insurances to cover these risks. Happy Trails! Asia shall not be liable in any way to customer or client(s) for death, bodily injury, illness, damage, delay or other loss to person or property, or financial costs related to these high-risk activities.

High Risk Activities:

Water Based Activities	Land Based Activities	Motorized Activities	Air Based Activities
Any underwater based activities including (scuba) diving, snorkeling	Canyoning	Motorbike activities	Parasailing
Rafting	Mountaineering/ Rock climbing	Quad activities	Parachuting
Surfing (Kite, Wave, Wind)	Animal riding (i.e., Horse/Elephant)	Buggy activities (sand, jungle, road)	Hang-gliding
Jet skiing	Volcano trekking	Karting	Hot air ballooning
Kayaking	Cycling / Mountain biking	Usage of motorbikes/scooters as a client and/or driver	Helicopter rides
Canoeing	Zip lining/ Treetop courses		
Sailing	Cliff jumping		
(sand) skiing	Canopy tours/treks		
Wake boarding / Water skiing	Hikes and Trekking of any sort		
Tubing			
Body rafting/Bodyboarding			
Motorized pulled watersports (i.e. Banana boat/donut)			

Acknowledgement and confirmation of the in this document mentioned conditions is active once clients participate in one of the provided services via Happy Trails Asia or the service providers it has been an intermediary for.



Sexual Harassment & Criminal Acts

Happy Trails! Asia always reserves the right to stop the services if a client or customer breaks **any of** the laws of the destination. Sexual abuse and harassment of any sort (inclusive of children) and drugs use are a legal offence under international and local law and will **always** be reported by Happy Trails! Asia to the police - and to customer if its clients are involved.

Inclusions/Exclusions on tours

Inclusions are mentioned per day in the quotation, all other services are excluded, unless clearly mentioned.

Common exclusions are:

The common exclusions are, unless mentioned otherwise:

- Accompanying guide and/or tour leader (in client language).
- Entrance fees unless clearly mentioned.
- Meals except for breakfast unless stated in inclusions.
- Visa (fees) to enter Indonesia/Malaysia/Singapore/Brunei if applicable.
- Domestic and International flights and their respective taxes unless mentioned.
- Travel/medical insurances.
- Personal expenses like tips, drinks, meals, souvenirs etc.
- Optional excursions and their entrance fees (unless included in the tour upon request).
- Any other items not mentioned in the inclusions per day.
- Any items mentioned as "own arrangement" in the program.
- Any service surcharges.
- Recommended or optional excursions.
- Tourist, Municipal or Local Council taxes/levies (where applicable), this will be collected locally.

Validity

Quotations are valid for 30 days from the quotation date, unless otherwise specifically written on the quotation. In that case, the date/duration mentioned in the quotation is considered leading. Quoted flight prices are only valid for 3 days for domestic flights, and subject to change thereafter. For International flights, prices are dynamic and not guaranteed, therefore confirmed at the time of booking.

Rate Conditions

- Rates mentioned are always based on twin sharing unless otherwise mentioned (i.e. triple rates)
- Any individual rates may never be disclosed, and all services are to be sold as a packaged price.
- Any rates may not be disclosed without prior written approval from Happy Trails! Asia
- All rates are net and non-commissionable and inclusive of VAT/GST/SST unless mentioned otherwise.
- The quote is valid for the booking period as stated and for the travel period as stated. Prices outside of these periods are subject to change.
- Children are considered between 3 and 11 (age may vary depending on the service provider) years old on the day the service(s) booked are used.
- Rates quoted already include any estimations, discounts or commissions
- Rates are subject to fuel surcharges in case fuel prices rise significantly (more than 3%)
- Entrance Fee charges to National Parks, Marine Parks or any place of interest, may increase prior to any noticed by the Forestry or Marine Department or any agency managing the site. Happy Trails Asia reserves the right to bill the additional charges to the agent or clients.
- Rates are subject to governmental surcharges (i.e. tax adjustments) Happy Trails Asia reserve the right to bill the additional charges to the agent or clients.

Blockings and Availability

All services our quotations are subject to availability, Happy Trails! Asia does not block any services without prior payment. Should there be no room(s) available, an alternative hotel of similar category will be offered, the price might change.



Flight Changes, Timings and Pricings

Please be aware that flight timings and prices are subject to change. Happy Trails! Asia reserves the right to adjust these as necessary. We cannot be held liable for any changes made by the airline, such as delays, rerouting, or date changes, or for any incorrect client details provided by the client.

Clients/Clients are responsible for any program adjustments, additional costs, or liabilities related to third-party flights that are cancelled, rerouted, retimed, or rescheduled beyond our control. This includes any extra costs incurred, such as more expensive flights, additional hotel nights, transportation arrangements or any other arrangements.

However, Happy Trails! Asia will assist to the best of its ability to help minimize the costs resulting from these changes.

Some airlines in Indonesia are blacklisted by the EU, and it is the client's responsibility to choose which airlines to book. Happy Trails! Asia cannot be held liable for this decision.

Force Majeure

Happy Trails! Asia cannot be kept liable for any effects/impacts/financial impacts (such as refunds, medical costs, relocation costs, damages, (bodily) injury, consequential costs etc.) cases of force majeure such as, **but not limited to:**

- Natural Phenomena such as but not limited to: Earthquakes, Tsunami's, Strong Winds/Seas, Volcano eruptions
- Terrorism
- Infectious diseases
- Pandemics
- Governmental instability
- War
- Nuclear events

The determination of whether an occurrence qualifies as a force majeure is at the sole discretion of Happy Trails! Asia's management.

Travellers' Responsibility

- Happy Trails! Asia, accepts no responsibility for the personal belongings of any travelers during the services.
- The traveler is responsible for his/her own visa, proper sufficient and complete medical and travel insurance, documentation, vaccination proofs, medical care etc.
- All services by Happy Trails! Asia is not suitable for client with limited mental or physical abilities or special needs unless clearly pre-approved by Happy Trails! Asia.
- It is the traveler's responsibility to make sure that the traveler is fit enough to participate in the tour and activities.
- It is customer's responsibility to assure that all clients have a valid and appropriate medical (travel) insurance which covers medical costs in case of personal injury, illness or death and repatriation in case of an emergency. Clients without said insurance can be denied the booked services without any claim to compensation against Happy Trails! Asia by customer or client.

Damages

Happy Trails! Asia is not to be held liable for any damage caused by its client to any service provider's, third party or Happy Trails! Asia's property. The client accepts the liability for their own actions.

Guide/Tour Leaders

- Guides/Tour Leaders are assigned by Happy Trails! Asia and licensed in the country of operation.
- Special language guides are always accredited by the language guide association. Happy Trails! Asia cannot be kept liable if the language skill does not meet the client's expectations. However, Happy Trails! Asia will always strive for the best language skills available.
- Guides/Tour Leaders have the right to refuse service participation. Please see further details below.
- Happy Trails! Asia cannot be held responsible for any services offered directly by the Tour Leader/Guide/Driver to the client/traveler without direct payment to Happy Trails! Asia. Any payment of services in which Happy Trails! Asia is considered an intermediary and will always be accompanied by an official receipt.
 - If the client/traveler enters into an agreement for services between the Tour Leader, Guide or Driver and themselves, any liability claims are to be placed directly with the Tour Leader, Guide or Driver. Happy Trails! Asia does not accept/consider any liability claims or responsibility in any such cases.
 - If the client is unsure if the service provided is provided by Happy Trails! Asia as an intermediary, it is the client's responsibility to verify with Happy Trails! Asia through writing. The client may not assume that the services provided are arranged by Happy Trails! Asia as an intermediary unless confirmed in writing by Happy Trails! Asia.

Services Refusal

- Happy Trails! Asia reserves the right to refuse participation to services on the following grounds:
 - Health issues or limitations, both physical and mental
 - Illegal actions by the participants
 - Creation of an unsafe environment for staff or other participants
 - Incorrect conduct in the opinion of Happy Trails! Asia staff, guide and tour leader
 - Not following Tour Leader or Guide instructions (if reasonable)
 - Insufficient insurance coverage
- If a participation exclusion is issued, no refunds will be given.

Service Replacement

In certain cases, such as but not limited to: Overbooking, operational error, maintenance etc. A pre-booked service can sometimes become unavailable before/during the trip. For this the client accepts Happy Trails! Asia reserves the right to relocate the client in these cases to a service of the same or better quality.

Accommodation Specific Conditions

- All accommodation used by Happy Trails! Asia adheres to the local law of operation.
- Not all accommodation in our destinations is equipped with: Safety maps, fire extinguishers, escape plans etc. Happy Trails! Asia cannot be kept liable for this.
- Rooming preferences are always upon request and cannot be guaranteed. Happy Trails! Asia cannot be kept liable for any non-preferred rooming preferences (including bedding, connecting, side by side, non-smoking etc.)
- Single room supplement will be imposed for any single room occupancy.
- Standard hotel check-in time at 1500-hrs & check-out at 1200-hrs but may differ per accommodation provider. Though we endeavor to expedite earlier check-in should there be early arrival, there is no guarantee. To guarantee early check-in, it is advisable to reserve rooms one day before arrival.
- Happy Trails! Asia cannot be kept liable for any room size requirements, as it merely forwards the information from the accommodation provider.
- Any issues with Accommodation need to be informed to Happy Trails! Asia's contact persons as soon as possible to allow for a service recovery.

Activity specific conditions

- Some activities are age restricted and may only be covered under insurance for certain age ranges. Client will have to accept liability for this.
- Some activities require the client to sign a waiver of liability. If the client do not sign this waiver, they maybe refused participation in the activity, no refund will be provided.
- Rates might differ depending on the number of people joining the activity. Rates mentioned are based on the amount indicated in the quotation request,
- Some activities might offer child discounts. These discounts are available upon request
- The price of some activities might vary per season/day.

Land Transportation Specific Conditions

- All land transportation is used by Happy Trails! Asia adheres to the local law.
- Not all land transportation in our destinations is equipped with safety belts. Happy Trails! Asia cannot be kept liable for this. Vehicles for more than 4 clients commonly do not have seatbelts except for the first row.
- Land transportation booked is sufficient for 1 large suitcase per client, and one small backpack.
- Please note, in our destinations, a driver always speaks only the local language, we cannot guarantee English speaking drivers. Would client need an English (or other language) speaking guide, please contact us, to include this into the tour.
- Transfer services are merely point-to-point services which exclude any stops along the way
- All transfer services will be carried out between 0831hrs - 2159hrs. Any requests for additional transfers in Kuala Lumpur carried out between 2200hrs - 0830hrs may incur additional cost for midnight transfer. For Airport Transfers, the mentioned time is based on the landing time of the flight itself.
- If clients experience land transportation delays of up to 4 hours, due to mechanical or operational issues. This is considered an inconvenience, but no refunds will be provided, and any additional service will be charged.
- Any transportation delays due to force majeure, ceremonies, safety adjustments or traffic jams are not eligible for refunds or compensation.
- If the client cannot find their driver and do not inform Happy Trails! Asia immediately, via the mentioned hotline numbers by phone call, Happy Trails! Asia does not refund the service or compensate for the inconvenience.
- Happy Trails! Asia offers private as well as seat in coach services (SIC). All services are SIC unless mentioned otherwise.

Water transportation specific conditions

- All water transportation is used by Happy Trails! Asia adheres to local law.
- Not all water transportation in our destinations carry life vests. Happy Trails! Asia cannot be kept liable for this.

Luggage specific conditions

- All Happy Trails! Asia services are designed for the client to bring one medium size piece of luggage. We recommend the usage of soft bags or backpacks. Some special services such as trekking or boat cruises require smaller luggage, this will always be informed of in advance.
- Happy Trails! Asia accepts no liability over client luggage, for neither damage nor loss/theft.

Documentation

Happy Trails! Asia is now practicing sending documents to our customers electronically whenever possible. We reserve the right to charge an administration fee should you make a request for such documents to be sent as a hard copy. However, we highly advise against paper given to travelers as part of our Travelife Sustainability focus.

Complaints

If client encounter problems during their holiday, the client should inform the relevant supplier (e.g. the hotel, ground handler) immediately. Should they be unable to resolve the matter, client are obliged to immediately contact our hotline number as informed in the confirmation documents. If the client fails to timely contact us, we will not be permitted the opportunity to investigate the complaint and attempt to rectify any error while the client are away. Happy Trails! Withholds the right to not issue any refunds if clients did not contact the hotline number within reasonable time from experiencing their complaint.

Complaints Procedure

Happy Trails! Asia maintains a dedicated service-care team responsible for assisting with complaint resolution. Clients are required to notify our team of any concerns or complaints as soon as they arise, by contacting our hotline during their holiday, to facilitate a prompt resolution. In the event of a satisfactory resolution cannot be achieved locally, the client, or their appointed booking agent, must formally notify Happy Trails! Asia in writing within the legally prescribed timeframe for lodging complaints.

Happy Trails! Asia shall reply to the complaint within 5 business days and resolve it within 15 business days. However, if client have not informed Happy Trails! Asia of any issue during their trip within reasonable time, no refund of compensation will be provided.

Refunds and Compensations

After commencement of a tour, there shall be no refunds (in full or in part) for any services included in the program that the client opted not to utilize.

No refund will be provided for any changed made by the Client during their travels that is not according to the program and any additional cost will be in the Client's own account.

Early departure from the tour for whatever reason will incur no refunds.

Cancellation Procedure

The Client must notify Happy Trails! in writing (by email) of any cancellations. A cancellation notice shall only be served if there is an acknowledgement & acceptance by Happy Trails! The cancellation policy is mentioned separately in this document.

The date of cancellation will be counted based on the first business day after the cancellation notice is received.

Transfer of agreement to another client/client

Happy Trails! Asia does not accept any changes or transfers of the booked services to another operator or client, this will be considered under the cancellation policy mentioned.

Sustainability

Happy Trails! Asia cares greatly about its operations and operates in a sustainable manner.

For more information on this, please check our [sustainability policy here](#).

Cancellation and Payment Policy

To ensure flexibility to you and your clients Happy Trails! Asia and its partners offer flexible cancellation policies to ensure maximum trust and safety when booking with us.

Cancellation Policy

For more details, please see the following information:

- Low Season Period: 16 January - 30 June, 01 October - 14 December
 - Cancellations made before 45 days before the service date will incur with a minimum administration fee of IDR 1,000,000 or MYR 300.
 - 25% cancellation fee will be charged for cancellations made 45-31 days before the service date.
 - 75% cancellation fee will be charged for cancellations made 30-15 days before the service date.
 - 100% cancellation fee will be charged for cancellations made within 14 days of the service date.
 - No refunds will be provided for changes made by the client during travel that do not follow the program, and any additional costs will be the client's responsibility.
- High Season period: 01 July - 30 September including Muslim Holidays & School Holidays & Peak Season period: 15 December - 15 January including Christmas & New Year
 - Cancellations made before 60 days before the service date will incur with a minimum administration fee of IDR 1,000,000 or MYR 300.
 - 35% cancellation fee will be charged for cancellations made 60-45 days before the service date.
 - 50% cancellation fee will be charged for cancellations made 44-31 days before the service date.
 - 75% cancellation fee will be charged for cancellations made 30-22 days before the service date.
 - 100% cancellation fee will be charged for cancellations made within 21 days of the service date.
 - No refunds will be provided for changes made by the client during travel that do not follow the program, and any additional costs will be the client's responsibility.
- For the holiday periods mentioned above, it will be mentioned on the quotation.
- Note: Any groups (GIT) or individual (FIT) scheduled departure which has either been informed to Happy Trails! Asia as "guaranteed/will run/operated" through email, phone, verbal, or a (client) system will be counted as a booking, and above cancellation conditions will apply.

Not all services are able to adhere to the above policy. Please refer to the 'Excluded services' section for more information and exceptions on the cancellation fees will be mentioned in the quotation or email.

Additionally, 100% cancellation fee incurred from the moment of booking for the following products:

- **Tickets**
 - Flight Tickets (airplane, helicopter, drone)
 - Train Tickets
 - Bus Tickets
 - Boat (fast and slow)
- **Entrance Fees**
 - Borobudur
 - Prambanan
 - Rinjani
 - Bromo
 - Ijen
 - Petronas Twin Towers
- **Cruises/ Boat Charters**
 - Cruises in Kalimantan (special policy, see below):
 - If you cancel your booking more than 999 days prior to departure your deposit will be refunded less 25% of your package price.
 - 30- 20 days before departure 70% of total trip cost.
 - 19 days or less before departure 100% of total trip cost.
 - Multiple day cruises around Komodo on Charter Comfort Boat:
 - If cancellation received more than 95 days prior to sailing date, cancellation fee will be 50% from total trip cost.
 - If cancellation received between 94 to 66 days prior to sailing date, cancellation fee will be 75% from total trip cost.
 - If cancellation received between 65 to 0 days prior to sailing date, cancellation fee will be 100% from total trip cost.

Important:

Certain services must be pre-booked and paid for in advance due to availability limitations (i.e. flights to Mulu; Borobudur Sunrise Experience, Boat charters, certain accommodations etc.).

In these cases, Happy Trails! Asia will provide advance notice along with the applicable terms and conditions. The supplier's cancellation policies will apply to these bookings.

Happy Trails! Asia may require a down payment (Non-Refundable) from your side before we can confirm such services.

What will happen if the trip is cancelled:

In the unfortunate event such as cancellation, Happy Trails! Asia will assist the client in canceling or rescheduling services according to the conditions mentioned above. However, any charges imposed by the operator for services not covered under our flexible policy will be the client's responsibility.

Cancellations or Re-schedules due to 'Force Majeure' events

Happy Trails offers flexible arrangements if tours are affected by force majeure situations such as, but not limited to the ones mentioned in the section 'Force Majeure'.

Happy Trails and the client will collaborate make efforts **to re-route or re-schedule** the travelers' trip, at minimal costs.

In case a cancellation is the only possibility, after written approval from Happy Trails, only unavoidable charges will **have to be paid by the client. No administrative fees will be charged.**

These charges will depend on the collaboration and support of third-party suppliers. Some services may not be possible to be refunded, however they may be only available as a voucher or deposit (i.e. pre-paid hotel nights, flight tickets). The conditions of these will be subject to the supplier's information.

Happy Trails will do all within its power to keep additional charges as low as possible.

By confirming the booking to Happy Trails, in case of a force majeure, the client agrees to pay Happy Trails all costs related to the unavoidable charges.

The determination of whether an occurrence qualifies as a force majeure is at the sole discretion of Happy Trails! Asia's management.

Payment Policy

- Payments are due on the specified due dates on the invoices, down payments may be required and will be indicated in the quotation/communication.
- Pre-payment may be required for certain services mentioned in the quotation/communication process.
- All services shall be paid for in advance, if no payment has been received, Happy Trails! Remains the right to cancel (all) services **without warning (auto release)**.
- Happy Trails! Asia shall always send an invoice as one of the final confirmation documents (together with a summarized Itinerary). A booking without an invoice shall not be considered as 'final'.
- Payment should be made via draft/TT, and all bank charges imposed by payer's bank must be borne by payer
- Happy Trails! Asia uses different bank accounts for different currencies. Payment should be made according to the bank details stated on the invoice. In case of uncertainty, please contact the Salesperson. Happy Trails! has bank accounts for EUR, USD, AUD*, IDR* and MYR*. Please confirm with the Salesperson which is preferred. Any additional charges incurred due to transfers into a wrong bank account shall be borne by the Client.
- Upon successful payment, Happy Trails! would highly appreciate the Client to send a payment advice (which mentions which invoice is paid; as well as how much it is paid for that specific invoice)
- We reserve the right to charge interest of 2% per month if our invoice is not paid within 30 days of the due date.

**AUD and IDR accounts only available for Indonesian services. MYR account only available for services in Malaysia, Singapore and Brunei*

Amendments

Happy Trails! Asia reserves the right to amend these terms and conditions at any time, without prior notice. Any tours booked under older versions of T&C's will adhere to those T&C's active at the time of booking.

Governing Law

Any bookings made with Happy Trails! Asia, and adherent to this T&C are governed under Indonesian law, for services in Indonesia, and under Malaysian law for services in Malaysia, Singapore and Brunei.

Privacy Protection

Happy Trails finds that protecting one's privacy is of high importance. This privacy concerns our business partners and our individual client details. In order to make bookings, reservations and other arrangements, we collect personal data of the traveler.

For further details on our privacy policy, please review this here.

Indemnity

The Client agrees to indemnify and to save Happy Trails! Asia 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.

Questions

If you have any questions or suggestions as to our terms and conditions, please contact:

Indonesia: sales.indonesia@happytrailsasia.com

Peninsular Malaysia & Singapore: sales.malaysia@happytrailsasia.com

Borneo and Brunei: sales.borneo@happytrailsasia.com

Have a great time discovering Indonesia, Malaysia, Singapore or Brunei!