



EU Booking Conditions

The Booking Conditions in place when you make your booking will apply to your trip. If you are rebooking a trip with a credit voucher you will be agreeing to the most current version of the Booking Conditions in place when you rebook.

These Booking Conditions apply to bookings made within the European Economic Area (EU).

Please read and understand the conditions of booking set out below (Booking Conditions) prior to booking a trip with us as they set out your legal rights and obligations in relation to your booking.

Please also read the Essential Trip Information and Important Notes relating to your trip prior to booking to ensure that you understand the itinerary, style and physical demands of the trip you are undertaking. The Essential Trip Information and Important Notes relevant to your Trip are located on our [website](#).

For any additional terms that may apply to your trip please also see the **Special Conditions**.

Your attention is particularly drawn to the following clauses which contain important information about your rights and the extent of our liability to you: 7 (Cancellation by you), 8 (Cancellations or changes by us), 9 (Cancellation by You or us due to Unavoidable and Extraordinary Circumstances), 10 (Changes and Cancellations to your Travel Services), 20 (Our responsibility for the performance of your package), and 21 (Price Reduction and Compensation for Damages).

1. Our contract

Your booking contract is with Intrepid Travel GmbH (HRB: 94606) (us/we/our) acting as organiser and general sales agent on behalf of Intrepid Travel Pty Ltd (ABN 35 007 172 456). Any indirect bookings made via a third-party agent, are made with Intrepid Travel Pty Ltd (ABN 35 007 172 456.)

By booking a trip with us you have agreed to be bound by the terms and conditions set out in:

- (a) these Booking Conditions;
- (b) Essential Trip Information and Important Notes that apply to your trip; and
- (c) any **Special Conditions** that may apply,

(all of which constitute the entire agreement between you and us).

Your booking will be accepted by us on this basis. The services to be provided are those referred to in your booking confirmation invoice. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

2. Privacy policy

Any personal information that we collect about you will be handled in accordance with our **Privacy Policy**.

Advance Passenger Information: A number of EU Member states have requirements for air carriers to provide personal information about all travellers on their aircraft to the relevant Authorities before the aircraft leaves the EU. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, you are advised to allow extra time to check in for your flight. Other

modes of transport (such as sea or rail) may have similar requirements. Where we collect this data, we will treat it in accordance with our **Privacy Policy**.

3. Deposit requirement

You are required to pay a deposit for your booking. You are required to pay a deposit of EUR 400/ CHF 400 per person per trip, unless otherwise stated in the **Special Conditions**. If your booking is made within 30 days of the departure date then the full amount is payable at the time of booking. The deposit amount may vary for selected trips and special campaigns that may be run by us from time to time, as set out in and subject to the **Special Conditions**.

4. Acceptance of booking and final payments

If we accept your booking, we will issue you with a booking confirmation invoice. A contract will exist between you and us from the date we issue the confirmation. Please refer to your booking confirmation invoice for details regarding final payments. Payment of the balance of the trip price is due 30 days before the departure date, except as otherwise set out in the **Special Conditions**. If this balance is not paid on or before the due date we reserve the right to treat your booking as cancelled and any cancellation charges outlined at clause 7 (Cancellation by You) will apply.

5. Prices and surcharges

Our advertised trip prices are subject to variable and seasonal pricing, both of which are standard practice within the travel industry. This means our trip prices may vary at any time in accordance with demand, market conditions and availability. It is likely that different passengers on the same trip have been charged different prices. Your best option if you like the price you see is to book at that time.

Any reduced pricing or discounts that may become available after we have confirmed your booking (in accordance with clause 4 (Acceptance of booking and final payments)) will not apply. If you wish to cancel your booking to take advantage of a cheaper price, full cancellation conditions apply as set out below in clause 7 (Cancellation by You).

The most up to date pricing is available on our **website**. Prices are based on currency exchange rates as of June 2023; note that prices may vary depending on which currency the booking is made. We endeavour to ensure that all pricing and other information on our website is accurate. However, it is always possible that, despite our efforts, there may be times when obvious errors occur such as the price or some other detail displayed being incorrect. We reserve the right to amend advertised prices at any time prior to us sending your booking confirmation invoice.

We reserve the right to change the price of your trip after we have issued our booking confirmation invoice in order to pass on to you changes in: (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources; (ii) the level of taxes or fees on the travel services included in your booking imposed by third parties not directly involved in the performance of your trip, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or (iii) the exchange rates relevant to your trip. In such instances we will be responsible for and absorb any increase up to 2% of the trip price and you will be responsible for the amount over and above that. If any price increase results in an increase of more than 8% of the trip price you may: (i) accept and pay for the price increase, (ii) cancel the booking and obtain a full refund, or (iii) cancel the booking, obtain a full refund and change to an alternative holiday, if available and offered by us. You must tell us of your decision within 7 days of us notifying you of the price increase.

Should the cost of your trip decrease due to the changes mentioned above then you will be entitled to a price reduction for your trip. We will be entitled to deduct our administrative expenses of this process, for which we will provide a breakdown if you ask.

There will be no change made to the price of your confirmed holiday within 20 days prior to your departure nor will refunds be paid during this period.

Please note that travel arrangements are not always purchased by us in local currency and so changes in exchange rates may have no impact on the cost of your trip due to the arrangements we have in place. Air Passenger Duty is included in the price of your air inclusive trip. Please note that a surcharge may be applied to a purchase made with an American Express or Diners Club card, or through Paypal.

6. Your details

For us to confirm your travel arrangements you must provide all requested details with the balance of the trip price. Necessary details vary by trip; they include but are not limited to full name as per passport, date of birth, nationality, passport number, passport issue and expiry date and any pre-existing medical conditions you have which may affect your ability to complete your travel arrangements. On some more demanding trips we also require you to complete and forward a Self-Assessment form which will be provided to you by your sales representative. For more information about how we treat your personal information please refer to our [Privacy Policy](#).

7. Cancellation by you

If you cancel some or all portions of your booking the cancellation terms set out below will apply. A cancellation will only be effective once your sales representative has received written confirmation from you that you wish to cancel.

The deposit and all other payments for the trip that we have received from you will be put towards the cancellation fees detailed below.

If you cancel a trip:

- a) 30 days or more prior to departure, we charge your deposit of EUR 400/ CHF400 as a cancellation fee;
- b) between 21 and 29 days prior to departure, we charge a cancellation fee of 40% of the total cost of your trip;
- c) between 16 and 20 days prior to departure, we charge a cancellation fee of 60% of the total cost of your trip;
- d) between 8 and 15 days prior to departure, we charge a cancellation fee of 70% of the total cost of your trip;
- e) 7 days or fewer prior to departure, we charge a cancellation fee of 80% of the total cost of your trip.

Note that different cancellation conditions apply to some styles of trips and additional services as set out in the [Special Conditions](#) and the Essential Trip Information relating to your trip. You are strongly advised to take out cancellation insurance at the time of booking.

If you leave a trip for any reason after it has commenced, we are not obliged to make any refund for any unused services. If you fail to join a trip, or join it after departure., or leave it prior to its completion, no refund will be made.

Should one or more member of a party cancel, it may increase the per person holiday price of those still travelling and you will be liable to pay this increase.

8. Cancellation or changes by us

Minimum Group Size: Our trips are guaranteed to depart once they have one fully paid customer unless minimum group size is specifically stated in the trip page or on our website. If the minimum group size is not met we may (i) cancel your booking and provide you with a full refund or (ii) amend the itinerary. A change to the itinerary may be a Minor Change or a Significant Change, for which see below.

From time to time we may need to make a change to your booking and we reserve the right to do so at any time.

Minor Changes: Most changes are '**Minor Changes**' which we are permitted to make without incurring any liability to you. A Minor Change may include, for example, but is not limited to: any change to a route and/or stopping points, a change of accommodation to another of the same or better standard with the same main features in the same destination, or changes to services available at your accommodation. A change of flight time by less than 12 hours or a change of airline or aircraft will also usually be a Minor Change.

Significant Changes: Occasionally we may need to make a '**Significant Change**' that we are constrained to make to the main characteristic of your booking, or where we cannot fulfil any of your special requirements which we have accepted. A Significant Change could include a change affecting at least one day in five of the itinerary, a change of accommodation to a different area/resort or to that of a lower standard for the whole or a significant part of your trip. It may also include a change of flight departure time (or the commencement of another part of your trip) by more than 12 hours.

If we must make a Significant Change, we will tell you as soon as possible and you will have the option of:

- a) accepting the proposed change. If this results in a booking or trip of lower quality or cost, you may be entitled to a price reduction in accordance with clause 21 below; or
- b) rejecting the proposed change and cancelling your booking with a full refund of monies paid; or
- c) rejecting the proposed change, cancelling your booking and making an alternative booking if we offer this. If you decide to take an alternative booking, we will inform you of its impact on the price of your booking. If the alternative booking is of a lower quality or cost, you may be entitled to a price reduction in accordance with clause 21 below.

Cancellation: On rare occasions, we may have to cancel your booking and we reserve the right to do so. If we must cancel, we will notify you as soon as possible. We will also offer you an alternative booking if we are able to do so, and inform you of its impact on the price of your trip. If the alternative booking is of a lower quality or cost, you may be entitled to a price reduction in accordance with clause 21 below. If we cannot offer you an alternative, or even if you just prefer, we will provide you with a full refund of any payments made for the booking.

We will tell you the procedure for making your choice. Please read any notification carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.

If you choose to accept a refund we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.

We will not pay you compensation and the options set out above will not be available if we make any change or cancel as a result of your failure to make full payment on time or

where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you.

Important Note regarding credit:

In place of a refund, we may offer you the choice of a credit voucher instead. Unless specified otherwise in the **Special Conditions**, any credit issued to you:

- does not have an expiry date;
- may be applied towards any other available trip offered by us;
- is not transferrable to another person; and
- may not be used to book flights or insurance as they will have their own booking conditions.

9. Cancellation by You or us due to Unavoidable and Extraordinary Circumstances

In addition to the cancellation rights set out above, you have the right to cancel your confirmed holiday before departure, and we may be required to cancel your trip in the event of “unavoidable and extraordinary circumstances” occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday or significantly affecting the transport arrangements to the destination.

In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation (provided we have notified you without undue delay before the start of your trip).

For the purposes of this clause 9, “unavoidable and extraordinary circumstances” means any event beyond our or our suppliers’ control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare, acts of terrorism (and threat thereof), industrial disputes, labour strikes, fire, chemical or biological disaster, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination.

When determining whether or not cancellation rights for unavoidable and extraordinary circumstances have arisen, we consider the advice of national authorities. However, this is not the only factor we take into account in determining whether these cancellation rights have arisen.

Except as set out in these Booking Conditions, we and our suppliers have no responsibility or liability to you for any failure to perform, or a delay in performing, any obligations owed to you which are caused by unavoidable and extraordinary circumstances.

10. Booking amendments by you and transfers of bookings

Transfers to a third party are only permitted when operationally possible and where the transferee meets all the requirements in relation to the trip. You and the transferee will be jointly and individually liable for full payment of any balance due to be paid and any fees, charges or other costs arising from the transfer. We shall notify you of these costs upon receipt of your request to transfer. No amendments are permitted to your booking within 30 days of departure.

However, if you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

- (a) that person is introduced by you and satisfies all the conditions applicable to the holiday;
- (b) we are notified not less than 7 days before departure;

(c) you pay any outstanding balance payment, as well as any additional fees, charges or other costs arising from the transfer which we will notify you of on your request to transfer; and

(d) the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee will be jointly and individually liable for payment of all sums. If you are unable to find a replacement, any cancellation charges set out in clause 7 (Cancellation by you) will apply. Otherwise, no refunds will be given for passengers not travelling or for unused services.

If you wish to make a change to your booking after we have issued our booking confirmation invoice, please contact us. We will try to accommodate your request but do not have a legal obligation to do so. Please understand that it is often not possible for us to as changes may depend on availability and the terms and conditions of our suppliers.

Change fees may be payable in some circumstances.

Important Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation fee of up to 100% of that part of the trip.

11. Inclusions

The land price of your trip includes:

- all accommodation as listed in the Essential Trip Information
- all transport listed in the Essential Trip Information
- sightseeing and meals as listed in the Essential Trip Information
- the services of a group leader as described in the Essential Trip Information

12. Exclusions

The land price of your trip does not include:

- international or internal flights unless specified
- airport transfers, taxes and excess baggage charges unless specified
- meals other than those specified in the Essential Trip Information
- visa and passport fees
- travel insurance
- optional activities and all personal expenses

13. Age & Health requirements

Minimum Age: For the majority of our trips the minimum age is 15 at the time of travel. All travellers under the age of 18 must be accompanied by a legal guardian, or in lieu of a legal guardian, by an escort over the age of 18, appointed by their legal guardian. The legal guardian or their designee will be responsible for the traveller under the age of 18's day to day care. If a legal guardian elects to designate an escort in their lieu, they will be required to complete and sign a relevant document, to delegate their authority.

Maximum Age: For the majority of our trips we have no upper age limit though we remind you that our trips can be physically demanding and passengers must ensure that they are suitably fit to allow full participation. We can provide details on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice at least two months prior to travel for the latest health requirements and recommendations for your destination.



Please refer to the **Special Conditions** and the Essential Trip Information that relates to your trip.

14. Additional terms

For additional terms that apply to certain trips, please see the **Special Conditions**.

Due to the nature of some of our trips, in addition to these Booking Conditions, you may be required to sign and submit a separate waiver, different terms and/or a release form to a third-party supplier who is helping to run your trip. Specifically, the ground suppliers of our trips in North America require a waiver to be agreed and signed by you on day 1 of your trip, in order to meet their insurance requirements. A copy of this waiver can be provided to you prior to departure on request.

To the extent there are any inconsistencies between the terms of these Booking Conditions and the supplemental waiver, the terms of these Booking Conditions shall prevail and supersede any supplemental waiver. We reserve the right to deny participation to you if you have not signed a waiver.

15. Passport and visas

We will provide information about the passport and visa requirements for your trip, however, you should confirm these with the relevant embassies and/or consulates.

It is your responsibility to have in your possession all the required documentation and identification required for entry, departure and travel to each country or region you visit on your trip. This includes a valid passport and all travel documents required by us and/or the relevant governmental authorities including all visas, permits and certificates (including but not limited to vaccination or medical certificates) and insurance policies. Your passport must be valid 6 months after the last date of travel with us as set out on your itinerary.

You accept full responsibility for obtaining all such documents, visas and permits prior to the start of the trip, and you are solely responsible for all of the costs you incur as a result of missing or defective documentation. You also agree that you are responsible for the full amount of any loss or expense incurred by us that is a direct result of your failure to secure or be in possession of proper travel documentation.

16. Travel insurance

Travel insurance is mandatory for all our travellers. And must be taken out at the time of booking. Your travel insurance must provide cover against personal accident, death, medical expenses and emergency repatriation with a recommended minimum coverage of US\$200,000 for medical and emergency expenses. We also strongly recommend it covers cancellation, curtailment, personal liability and loss of luggage and personal effects. You must provide your travel insurance policy number and the insurance company's 24-hour emergency contact number on the first day of your trip. If you have travel insurance connected to your credit card or bank account please ensure you have details of the participating insurer, the insurance policy number and emergency contact number with you rather than the bank's name and credit card details.

17. Change of itinerary

You appreciate and acknowledge that the nature of this type of travel requires considerable flexibility and you should allow for alternatives. The itinerary provided for each trip is representative of the types of activities contemplated, but it is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration sometimes without prior notice due to local circumstances or events.

While we endeavour to operate all trips as described we reserve the right to change the trip itinerary, which may be before or after your departure. We will notify you of any changes to the itinerary.

Before departure: If we make a Significant Change, the 'Significant Change' section in clause 8 (Cancellation or changes by us) above will apply.

After departure: We reserve the right to change an itinerary after departure due to local circumstances or events outside of our control. Where this occurs we will make alternative arrangements for you at no extra charge. If the alternative arrangements are of a lower quality you will be entitled to a price reduction in accordance with clause 21 below and you may be entitled to compensation for any damage you sustain as a result of the package being changed.

18. Authority on tour

Our trips are generally run by group leaders, local representatives, crews or skippers (**Leaders**). The decision of the Leader is final on all matters likely to affect the safety or well-being of any traveller or staff member participating in the trip. If you fail to comply with a decision made by a Leader, interfere with the well-being of the group or our ability to run a trip as planned, the Leader may direct you to leave the trip immediately, with no right of refund. We may also elect not to carry you on any future trips booked. You must at all times comply with the laws, customs, foreign exchange and drug regulations of all countries visited, and you also agree to travel in accordance with our **Responsible Travel Guidelines**.

19. Acceptance of risk

You acknowledge that the nature of the trip may be adventurous and participation involves a degree of personal risk. You may be visiting places where the political, cultural and geographical attributes present dangers and physical challenges greater than those present in our daily lives.

You acknowledge that you are choosing to travel at a time where you may be exposed to the COVID-19 virus. We will take all reasonable steps to ensure your safety and may require you to follow additional safety protocols on your trip.

We use information from government foreign departments and reports from our own contacts in assessing whether the itinerary should operate. However, it is also your own responsibility to acquaint yourself with all relevant travel information, including applicable health risks, and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you are aware of the personal risks attendant upon such travel. To the fullest extent permitted by law, we accept no liability in relation to these additional risks.

20. Our responsibility for the performance of your package

As the "organiser" of your package under the EU Package Travel Directive 2015/2302 (**PTD**) we are responsible for the performance of all travel services included in your package, which are as set out in your booking confirmation invoice.

You must inform us without undue delay of any failure to perform or improper performance of the travel services included in your package (**Failure**). This will give us the opportunity to resolve the Failure whilst you are on your trip. If we refuse to do so, or if it is necessary to remedy the Failure immediately, then you may resolve the Failure yourself and request reimbursement of reasonable expenses from us. However, these rights will not arise if remedying the Failure is impossible or entails disproportionate costs. In that case, your only right will be to seek a price reduction or compensation in accordance with clause 21.

When alternative arrangements may be offered

If a significant portion of your package cannot be provided as agreed in the booking, we shall offer, at no extra cost to you, suitable alternative arrangements for the continuation of your trip. The alternative arrangements shall, where possible, be of equivalent or higher quality than those specified in your booking. Where they are of lower quality you will be entitled to a price reduction as described in clause 21 below.

You may only reject the alternative arrangements we offer to you if they are not comparable to what was agreed in your booking or if the price reduction is inadequate. If you do reject the alternative arrangements, or if we are not able to offer them, then you may, where appropriate, be entitled to a price reduction and/or compensation in accordance with clause 21.

Remedy for a Failure

If a Failure substantially affects the performance of your package, and we have failed to remedy it within a reasonable period of time, you may decide to continue with your trip or terminate your booking without paying a termination fee.

If you decide to terminate, then if your Package included carriage to the destination, we will also repatriate you with equivalent transport without undue delay back to your place of departure and at no extra cost to you. You may, where appropriate, be entitled to a price reduction and/or compensation in accordance with clause 21.

Additional accommodation in the event of Unavoidable and Extraordinary Circumstances

Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to “unavoidable and extraordinary circumstances”, we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3-night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your holiday.

If a longer period of accommodation than that referred to above is provided for in Passenger Rights Legislation (as described in the Package Travel Regulations) concerning your mode of return transport, or such legislation does not allow the transport provider to limit its obligations as described above in the event of unavoidable or extraordinary circumstances, then the limits set out in such legislation will apply instead.

The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to: whether the complaints procedure as described in these Booking Conditions was followed and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday.

21. Price Reduction and Compensation for Damages

You will be entitled to an appropriate price reduction for any period during which there is a Failure (as described in clause 20 above), unless the Failure is attributable to you.

You shall be entitled to receive appropriate compensation from us for any damage you sustain as a result of a Failure except where the Failure is:

- i. attributable to you.
- ii. attributable to a third party unconnected with the provision of the services included in your package and the event is unforeseeable or unavoidable; or
- iii. due to Unavoidable and Extraordinary Circumstances.

Where your trip arrangements involve travel by air, rail or sea, or hotel accommodation: the compensation is limited by the following international conventions respectively: Warsaw Convention as amended 1955 and Montreal Convention 1999 (travel by air), Berne Convention 1961 and COTIF 1999 (travel by rail) Athens Convention 1974 (travel by sea) and Paris Convention 1962 (provision of accommodation). We are to be regarded as having all benefit of any limitation of right to claim or compensation contained in these or any conventions. We can provide copies of these conventions upon request. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract. In any circumstances in which a carrier is liable to you by virtue of EC 261/2004 (denied boarding and flight disruption), any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the regulation as if (for this purpose only) we were a carrier. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider for the complaint or claim in question.

Our liability to you in connection with your Package shall be limited to a maximum of three times the price paid, except in cases involving death, injury or illness where we or the travel service providers have caused such damage intentionally or with negligence. In the case of damaged property, our liability is limited to a maximum amount equal to the amount paid by or on behalf of the owner of the property.

Our liability will be limited in accordance with and/or in an identical manner to the contractual terms of the companies that provide the transportation for your travel arrangements.

You must notify any claim to us strictly in accordance with the complaints procedure set out in these Booking Conditions.

Flight Notice, Flight Information and EU Blacklist.

This is a notice required by European Community Regulation (EC) No.889/2002. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of the Regulation or the Montréal Convention, and it does not form part of the contract between the carrier(s), us and you, nor part of a claim. No representation is made by the carrier(s) or us as to the accuracy of the contents of this notice.

Air carrier liability for passengers and their baggage

This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montréal Convention.

Compensation in the case of death or injury: There are no financial limits to the liability for passenger injury or death. For damages, up to 100,000 SDRs (approximately €120,000), the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments: If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16000 SDRs (approximately €19,300).

Passenger delays: In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4150 SDRs (approximately €5,000).

Baggage delays: In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1000 SDRs (approximately €1,200).

Destruction, loss or damage to baggage: The air carrier is liable for destruction, loss or damage to baggage up to 1000 SDRs (approximately €600) In the case of checked baggage, it is liable even if not at fault unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

Higher limits for baggage: A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

Complaints on baggage: If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier, or other transport provider, as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

Liability of contracting and actual carriers: If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

The time limit for action: Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

The basis for the information. The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No. 2027/97 (as amended by Regulation (EC) No. 889/2002) and national legislation of the Member States.

In accordance with EU directive (EC) no. 2111/2005, Article 9, we are required to bring to your attention the existence of a 'Community list' which contains details of air carriers that are subject to an operating ban within the EU Community. The Community list is available for inspection at www.air-ban.europa.eu. In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used on our confirming documents. The airline may use wide and narrow-body jets. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate.

22. Optional activities

Optional activities not included in the trip price do not form part of the trip or this contract. You accept that any assistance, recommendations or advice given by your group leader or local representative in arranging optional activities (including before or after a trip) does not render us liable for them in any way. The contract for the provision of that activity will be between you and the activity provider.

23. Claims and complaints

General claims

If you have a complaint about your trip you must inform your group leader or our local representative at the time so that they can attempt to rectify the matter. If you believe

that your complaint has not been resolved through these means then any further complaint should be put in writing to us within 30 days of the end of the trip through our **General Enquiries page**. Failure to follow the procedure set out in this clause 233 may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under these Booking Conditions. If we can't resolve your complaint, you can access the European Commission Online Dispute Resolution (ODR) platform at <https://ec.europa.eu/consumers/odr>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

Insolvency claims

Please see clause 25 (**Financial protection – DRSF**) for more detail about how to make a claim in the unlikely event of our insolvency.

24. Severability

In the event that any term or condition contained in these Booking Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

25. Financial protection for packages - DRSF

As the organiser of your package holiday, the PTD requires us to provide security for the monies that you pay to us and for your repatriation (if carriage of passengers is included in the package) in the event of our insolvency.

The German Deutscher Reisesicherungsfonds (**DRSF**) provides financial protection for your booking for a package. When you book a package with us you will receive a document (*Sicherungsschein*) setting out your right to claim.

This protection is only in place for customers for whom we are the organiser of their package holiday (and to whom these Booking Conditions apply). This protection is only valid for customers who book and pay directly to Intrepid. If you have booked and/ or paid direct to a third-party travel agent for a holiday with Intrepid please request proof of how the booking is secured as this will not be covered by DRSF in this instance.

For more information about the DRSF, please go to <https://drsf.reise/>.

There is no financial protection for trips lasting less than 24 hours which do not include accommodation, or for the individual elements of your trip if they are booked separately.

26. Delays and missed transport arrangements

If you or any member of your party miss your flight or another transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. If your flights are not included in the package booked with us, reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If your flights are included in the package you have booked with us and for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your

flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

27. Prompt assistance

If, whilst you are on the tour, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require the assistance which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or another transport supplier may, however, pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

28. Applicable law

The laws of Germany govern these Booking Conditions to the fullest extent allowable. Nothing in these Booking Conditions, including this clause 28, affects your rights as a consumer to rely on any applicable local laws.

29. Registered address

Registered address for Intrepid Travel GmbH: St.-Josef-Str. 17, 83607 Holzkirchen, Germany.

Registered Address of Intrepid Travel Pty Ltd (ABN 35 007 172 456) Level 7, 567 Collins St, Melbourne VIC, 3000, Australia.

30. Promotional terms

From time to time, we may run promotions and special offers (**Promotions**) on our website which are subject to both these Booking Conditions and any additional promotion-specific terms which are incorporated into these Booking Conditions by reference. You should ensure that you read the specific conditions that apply to each Promotion.

Promotions are available for a limited time, as defined on our website. We reserve the right to cancel or change any Promotion at any time in our discretion. By purchasing a trip on a promotional basis, you agree and accept the terms that apply to the applicable Promotion. In the event of any inconsistencies between these Booking Conditions and the Promotional terms, the Promotional terms apply to your booking.