



The Booking Conditions you agree to when you make your booking apply to your trip. If you are rebooking a trip with a credit voucher you will need to agree to the most current version of the Booking Conditions that apply when you rebook.

If you are booking from the **United Kingdom** or **Europe**, please refer to the specific Booking Conditions that apply to these regions.

Please take the time to read and understand the conditions of booking set out below prior to booking a trip with us. We strongly recommend that you 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 is located on our **website**.

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

Standard Booking Conditions — International

(Applies to bookings made from all regions except UK and Europe).

1. Our contract

All bookings are made with your local Intrepid entity as set out in clause 26, acting as agent for Intrepid Travel Pty Ltd (ABN 35 007 172 456) (us/we). By booking a trip with us you have agreed to be bound by the terms and conditions set out in:

- these Booking Conditions;
- Essential Trip Information that applies to your trip; and
- any **Special Conditions** that may apply,

(which constitutes 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.

2. Privacy policy

Any personal information that we collect about you will be handled in accordance with our **Privacy Policy** and may be used for any purpose associated with the operation of a trip. In making this booking you consent to this information being passed on to the relevant persons such as our agents, service providers or other suppliers to enable us to operate the trip

or, if permitted by any relevant Spam laws, to send you marketing material in relation to our events and special offers.

You are responsible for reviewing this **Privacy Policy** periodically and informing yourself of any changes to this **Privacy Policy**.

3. Deposit requirement

You are required to pay a non-refundable deposit for your booking to be confirmed. For trips to Australia, New Zealand and North America you are required to pay a deposit of AUD99, USD99, EUR75, NZD99, GBP49, CAD99, CHF75, ZAR999 per person per trip. For other trips to all other locations you are required to pay a deposit of AUD\$400, NZD\$400, CAD\$400, USD\$400, GBP200, EU275, CHF300, ZAR4000 per person per trip, unless otherwise stated in the **Special Conditions**. If your booking is made within 56 days of the departure date then the full amount is payable at the time of booking. Deposit amounts 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 invoice or if you book within 56 days of departure the contract will exist when we accept your payment. Please refer to your booking confirmation invoice for details regarding final payments, including how to make the payment. Payment of the balance of the trip price is due 56 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 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 you have paid your deposit 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 2021; note that prices may vary depending on which currency the booking is made. We reserve the right to impose surcharges up to 56 days before departure due to unfavourable changes in exchange rates, increases in airfares or other transportation costs, increases in local operator costs, taxes, or if government action

should require us to do so. In such instances we will be responsible for any amount up to 2% of the trip price and you will be responsible for the balance. If any surcharge results in an increase of more than 10% of the trip price you may cancel the booking within 14 days of notification of the surcharge and obtain a full refund. Please note that a surcharge may be applied to a purchase made by credit card.

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 when we receive written confirmation that you have sent to your relevant sales representative of the cancellation. If you cancel a trip:

- (a) 56 days or more prior to departure, we will hold your deposit amount as a credit;
- (b) between 31 and 55 days prior to departure, we charge a cancellation fee of 30% of the total booking cost;
- (c) between 30 and 15 days prior to departure, we charge a cancellation fee of 60% of the total booking cost; or
- (d) 14 days or fewer prior to departure, we charge a cancellation fee of 100% of the booking cost.

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 refunds for unused services. If you fail to join a trip, join it after departure, or leave it prior to its completion, no refund will be made. The above cancellation terms are in addition to fees which may be levied by accommodation providers, travel agents or third-party tour and transport operator fees. Please refer to clause 19 (Liability), which provides more information about your rights under Australian Consumer Law which may apply to your cancellation.

8. Cancellation by us

In the event that we cancel your trip, you can transfer amounts paid to an alternate departure date or receive a refund, unless your trip is cancelled due to a Force Majeure Event (as defined below in this clause 8).

Cancellation due to Force Majeure

If a trip is cancelled due to a Force Majeure Event, we can offer you a choice of:

- (a) a 100% credit of monies paid for your trip; or
- (b) a refund minus unrecoverable costs.

If the cancellation due to a Force Majeure Event occurs after a trip has commenced, we can offer you a choice of a pro-rata:

- (a) 100% credit for the days that remain on your trip; or
- (b) refund minus unrecoverable costs of the days that remain on your trip.

A “Force Majeure Event” includes but is not limited to: acts of God; war; civil commotion; riot; blockade or embargo; fire; explosion; breakdown; union dispute; earthquake; epidemic, pandemic or other health emergency; flood; windstorm or other extreme weather event; lack or failure of courses of supply; passage of any law, order, proclamation, regulation, ordinance, demand, requisition or requirement or any other act of any government authority, beyond the reasonable control of the parties, whether or not foreseeable, which would make it dangerous or not viable for a trip to commence or continue.

In the event of any cancellation, there will be no claim for damages by either party against the other and we are not responsible for any incidental expenses that you may have incurred as a result of your booking including but not limited to visas, vaccinations, travel insurance excess or non-refundable flights.

Important Note regarding credit:

There may be circumstances in which we issue you with credit. For instance, we may offer you the choice of a credit voucher instead of a cash refund when you are entitled to a full or partial refund. Unless specified otherwise in the [Special Conditions](#), any credit issued under these Booking Conditions:

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

9. Booking amendments

Transfers to a third party or an alternative trip are only permitted when operationally possible and, in the case of transferring to a third party, where the transferee meets all the requirements in relation to the trip. Certain fees may apply.

No amendments are permitted to your booking within 56 days of departure.

10. Inclusions

The land price of your trip includes as described in the Essential Trip Information:

- all accommodation
- all transport
- sightseeing and meals
- the services of a group leader

11. 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.

12. 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.

13. 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.

14. Passport and visas

It is your responsibility to obtain information and 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 is as set out on your itinerary. You accept full responsibility for obtaining all such documents, visas and permits prior to the start of the trips, and you are solely responsible for the full amount of costs incurred as a result of missing or defective documentation. You 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.

15. 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 each of the categories of cover. 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; you will not be able to join the trip without these details. 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.

16. 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 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. Please refer to our website before departure for the most recent updates to your itinerary.

Before departure: If we make a major change we will inform you as soon as reasonably possible if there is time before departure. The definition of a major change is deemed to be a change affecting at least one day in five of the itinerary. When a major change is made you may choose between accepting the change, obtaining a refund of money paid on the land portion of the trip only or accepting an alternative trip offered.

After departure: We reserve the right to change an itinerary after departure due to local circumstances or a Force Majeure Event. In such emergency circumstances, the additional cost of any necessary itinerary alterations will be covered by you.

Please note we are not responsible for any incidental expenses that may be incurred as a result of any change in itineraries including but not limited to visas, vaccinations or non-refundable or non-changeable flights.

17. Authority on tour

Our trips are run by a group leader. The decision of the group 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 group leader, or interfere with the well-being or mobility of the group, the group 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**.

18. 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.

19. Liability and service guarantee

Our services which include our trips ("**Services**") may come with guarantees that cannot be excluded under Australian Consumer Law.

"Australian Consumer Law" means the uniform consumer protection law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (the **CCA**).

19.1 To the maximum extent permitted by law (including the CCA) we exclude all liability whatsoever to you or any other person (whether in contract tort or otherwise) for any loss (whether direct, indirect, consequential) including death or personal injury or damage of any kind that may be suffered as a result of any act or omission whether negligent or otherwise by or on behalf of us in connection with the Services or any other matter or thing relating to these Booking Conditions except to the extent that such loss or damage is incurred as a direct result of our fraud or wilful misconduct. This clause does not limit or exclude your rights under the CCA.

19.2 (Limitation of Liability) Where the law implies a warranty into these Booking Conditions which may not lawfully be excluded (in particular warranties under the CCA) our liability for breach of such a warranty will be limited to either supplying the Services again or payment of the cost of having the services supplied again.

19.3 (Indemnity) You indemnify us (and all of our subsidiaries, officers, employees, contractors and agents) against all losses, claims actions, proceedings, damages, costs and expenses (including legal fees) arising from any claim by a third party arising directly or indirectly out of or in connection with:

- (a) your access or use of the Services, this includes your delegate's access or use of the Services; and
- (b) any breach by you (or your delegate) of:

- (i) these Booking Conditions; or
- (ii) any additional terms applicable to providing the Services,

except to the extent that such loss or damage as a direct result of our fraud or wilful misconduct.

19.4 (Third parties) We contract with a network of companies, activity providers, accommodation providers, airlines, coach and transfer companies, tour and local guides, government agencies, independent contractors and individuals to assist in the running of our trips as agent for these third parties (**Third Party Supplier**). Third Party Suppliers may also engage the services of local operators and sub-contractors. Although we take all reasonable steps to select reputable Third Party Suppliers, we cannot be responsible for their acts or omissions. Any services provided by Third Party Suppliers may be subject to the terms and conditions imposed by these Third Party Suppliers and you may be required to sign additional terms as set out in clause 13. These may limit or exclude the liability of the Third Party Supplier. You acknowledge that Third Party Suppliers operate in compliance with the applicable laws of the countries in which they operate and we do not warrant that any Third Party Supplier is in compliance with the laws of your country of residence or any other jurisdiction.

We are not responsible for the acts and omissions, whether negligent or otherwise, of these Third Parties Suppliers. Any disputes between you and any third party, are to be resolved solely between you and that party.

19.5 (Vicarious liability) We shall not be held vicariously liable for the intentional or negligent acts of any persons not employed by us nor for any intentional or negligent acts of our employees committed while off duty or outside the course and scope of their employment.

20. 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.

21. Claims & complaints

If you have a complaint about your trip please 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.

22. 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.

23. Applicable law

The laws of Victoria, Australia govern these Booking Conditions to the fullest extent allowable. Nothing in these Booking Conditions, including this clause 23, affects your rights as a consumer to rely on any applicable local laws.

24. Assignment and Registered address

We can assign or otherwise transfer any of our rights or obligations under these Booking Conditions, including novation to a related body corporate (as defined in the *Corporations Act 2001* (Cth)), at its sole discretion on written notice to You (including notice via the Website).

Level 7, 567 Collins St, Melbourne VIC, 3000, Australia.

25. Booking entity

Depending on the country or region you are making your booking from, you will be booking through the following Intrepid entity acting as an agent on behalf of Intrepid Travel Pty Ltd (ABN 35 007 172 456):

- Australia: Intrepid Travel Australia Pty Ltd (ABN 34 126 440 033)
- New Zealand: Intrepid Travel New Zealand Limited (1836592)
- United States: Intrepid US, Inc
- Canada: Intrepid Travel Incorporated (BN 811474477)
- Germany, Austria and Switzerland Booking Conditions: Intrepid Travel GmbH
- South Africa: Intrepid Travel Group UK Limited (01826936)
- Rest of the World: bookings are made directly with Intrepid Travel Pty Ltd (ABN 35 007 172 456)

If you are booking through a third party travel agent, the Intrepid entity is Intrepid Travel Pty Ltd (ABN 35 007 172 456).

26. 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.