

## **General Terms & Conditions (GTC) of Kalpak Travel GmbH**

Please take the time to read and understand the GTC set out below prior to booking a trip with us. We strongly recommend that you carefully read all information relating to your trip on our website prior to booking to ensure that you understand the itinerary, level of comfort and physical demands of the trip you are undertaking.

### **1. OUR CONTRACT**

All bookings are made with Kalpak Travel GmbH. By booking a trip with us in writing, by telephone, electronically (online), or in person, you are deemed to have agreed to these Booking Conditions (which constitutes the entire agreement between you and us) and your booking will be accepted by us on this basis. The services to be provided are those referred to in your booking confirmation invoice. It is also the customer's responsibility upon receipt of an invoice/ a confirmation to check that the information on it is complete and correct. Any inaccuracies must be immediately reported to Kalpak Travel. Costs resulting from a failure to report shall be borne by the customer.

Services which are not arranged or provided by Kalpak Travel are governed by the terms and conditions of carriage and the general terms and conditions of the provider concerned, which Kalpak Travel provides to the customer before the contract is concluded.

### **2. VALIDITY**

Dates, itineraries, and prices are valid from 01 January 2025 until 31 December 2026. Beyond 31 December 2026 dates, itineraries, and prices are indicative only.

The booked services are valid only on the dates indicated in the invoice/confirmation.

Validity of flight tickets: Flight tickets are generally valid only for transport on the airlines for which they were purchased. Transfers of bookings to other airlines and changes in itineraries or additional stopovers are no longer possible during the customer's journey. Flight tickets must be fully used in the booked order. Failure to use certain flight routes may result in the loss of the customer's right to travel on all booked flights, or in the airline re-invoicing the ticket price. This may be higher than the price of the originally booked flight tickets.

### **3. DEPOSIT REQUIREMENT**

At the time of booking, you are required to pay a non-refundable deposit of CHF500, EUR500, or USD500, as applicable, per person per trip for your booking to be confirmed. If your booking is made within 15 days of the departure date, then the full amount is payable at the time of booking. Please note that a higher deposit may be required for some selected trips.

### **4. ACCEPTANCE OF BOOKING AND FINAL PAYMENTS**

If we accept your booking, we will issue a confirmation invoice. A contract will exist between us from the date we issue the confirmation invoice or if you book within 7 days of departure the contract will exist when we accept your deposit. Please refer to your booking confirmation invoice for details regarding final payments. Payment of the balance of the trip price is due 15 days before the departure date. Please note that full payment may be required earlier for some selected trips. If this balance is not paid on or before the due date, we reserve the right to treat your booking as canceled.

## **5. YOUR DETAILS**

In order for us to confirm your travel arrangements, you must provide all requested details with the balance of the trip price. Necessary details include 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. Your booking cannot be confirmed without the provision of these details.

## **6. CANCELLATION BY THE TRAVELLER**

If you cancel some or all portions of your booking, cancellation fees will apply. A cancellation will only be effective when we receive written confirmation of the cancellation. If you cancel a trip: 15 days or more prior to departure, we will retain the deposit.

Less than 15 days prior to departure, we will retain 100% paid by you in connection with the booking.

Please note that for certain travel arrangements the cancellation charge may be higher than those shown. In certain cases, a 100% cancellation fee applies as soon as the booking is made and the ticket is issued. You will be advised of different cancellation charges at the time of booking. You are strongly advised to take out cancellation insurance at the time of booking which will cover cancellation fees. 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 tour, join it after departure, or leave it prior to its completion, no refund will be made. The above cancellation fees are in addition to fees that may be levied by accommodation providers, travel agents, or third-party tour and transport operator fees.

## **7. CANCELLATION BY US**

We may cancel a trip at any time up to 30 days before departure, subject to clause 13. We may cancel a trip at any time prior to departure if, due to terrorism, natural disasters, political instability, or other external events it is not viable for us to operate the planned itinerary. If we cancel your trip, you can transfer amounts paid to an alternate departure date or alternatively receive a full refund. In circumstances where the cancellation is due to external events outside our reasonable control refunds will be less any unrecoverable costs. 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. Please note that different cancellation conditions may apply to some styles of trips, your booking consultant will advise if differences apply.

## **8. BOOKING AMENDMENTS**

If you wish to transfer from one trip to another or transfer your booking to a third party you must notify us at least 40 days prior to the proposed departure date. No charges are applied. If you notify us less than 40 days prior to the proposed departure date the refund policy applicable to cancellations will apply. Transfers to a third party are only permitted where the transferee meets all the requirements in relation to the trip, and transfers to another departure can only be made to a departure within the current validity period.

Amendments to any other arrangements made in conjunction with your trip will incur a EUR50 administration fee per booking per change. This fee is in addition to any charges levied by hotels, ground operators, or airlines. No amendments are permitted to your booking within 10 days of departure.

Any changes in bookings must be requested by the customer in writing.

## **9. INCLUSIONS**

The land price of your trip includes:

- all accommodations as listed on the website
- all transport listed on the website
- sightseeing and meals as listed on the website
- the services of a group leader as described on the website

## **10. 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 on the website
- Visa and passport fees
- travel insurance
- Optional activities and all personal expenses

## **11. PRICES & SURCHARGES**

Our trip prices are subject to variable and seasonal pricing, both of which are standard practices 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 may have been charged different prices. Your best option if you like the price you see is to book at that time. Once you have received a quote the price will be locked in provided you pay the required deposit prior to the quote's expiry. 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. The most up-to-date pricing is available on our website.

## **12. AGE & HEALTH REQUIREMENTS**

**Minimum General Policy:** For most of our tours the minimum age is 12 years. All travelers 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 traveler under the age of 18 day to day's 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.

Please note we cannot guarantee triple or joining rooms for families; accompanying adults may be required to share with others in the group on a twin share basis.

The minimum age of 18 applies to many Overland adventures, while the minimum age of 6 applies to Family trips. Please check the information for the specific tour you are booking on the online tour description.

**Maximum General Policy:** 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 are able to 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.

### **13. SMALL GROUPS**

Our trips are guaranteed to depart once they have one fully paid traveler unless minimum group size specifically states otherwise. In case minimum group size is not met, Kalpak Travel reserves the right to cancel the trip until 30 days before starting date. In that case we endeavor to offer you a choice between an alternative trip, and a cost-covering surcharge to operate the tour with less than minimum amount of participants. You are entitled to a refund of the entire tour price previously paid to us. All other claims are barred.

### **14. COMBINATION TRIPS**

Many of our trips are designed to fit with other departures to create a longer “combination” trip; this means that some of your group may have already been travelling together for some weeks when you commence your trip. If you would like to know how many people are booked on your trip or any combination trip it is part of please ask prior to making your booking.

### **15. PASSPORT AND VISAS**

You must carry a valid passport and have obtained all of the appropriate visas, permits and certificates for the countries in which you will visit during your trip. Your passport must be valid for 6 months beyond the duration of the trip. It is your responsibility to ensure that you are in possession of the correct visas, permits and certificates for your trip; please refer to the website for details. We are not responsible if you are refused entry to a country because you lack the correct passport, visa or other travel documentation.

### **16. TRAVEL INSURANCE**

All our clients need to have personal travel insurance. You are responsible for obtaining the insurance. Your travel insurance should 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, loss of luggage, and personal effects. Travel insurance information will be gathered by the tour leader on the first day of your trip. We recommend that you read carefully the General Terms and Conditions of your Insurance before Departure.

### **17. FLEXIBILITY**

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.

### **18. CHANGE OF ITINERARY**

While we endeavor 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 tour offered.

After departure: We reserve the right to change an itinerary after departure due to local circumstances or events outside of our control. 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 the change of itinerary such as visas, vaccinations, or non-refundable flights.

#### **19. AUTHORITY ON TOUR**

Our group 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 person 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 to 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.

#### **20. ACCEPTANCE OF RISK**

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

#### **21. LIABILITY**

Liability is limited to twice the price of a service that is the object of a damage claim. This limitation does not apply to personal injury or to cases of gross negligence or intent. The claim must be submitted to Kalpak Travel in writing no later than 4 weeks after the end of the trip; otherwise it will be forfeited. All compensation claims are time-barred 1 year after the end of the trip.

#### **22. LIMITATION OF LIABILITY**

Kalpak Travel is not liable if the non-performance or bad performance of the contract is due to:

- a failure to act on the side of the customer;
- an unforeseeable and unavoidable omission by a third party, which is not involved in providing the contractually agreed services;
- force majeure or an event, that Kalpak Travel or a service provider could not have foreseen or avoided, notwithstanding the exercise of due care.

Kalpak Travel, therefore, is not liable for changes in an itinerary caused by strikes, social unrest, weather conditions, decisions taken by the authorities, third-party delays, etc., or for changes in schedule due to flight schedule changes.

### **23. 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 given by your group leader or local representative in arranging optional activities 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.

### **24. CLAIMS & COMPLAINTS**

If you have a complaint about your trip please inform your group leader or our local representative at the time in order that they can attempt to rectify the matter. If satisfaction is not reached through these means then any further complaint should be put in writing to us within 30 days of the end of the tour.

### **25. 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.

### **26. PRIVACY POLICY**

Any personal information that we collect about you may be used for any purpose associated with the operation of a Trip or to send you marketing material in relation to our events and special offers. The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the Trip. We will otherwise treat your details in accordance with our privacy policy (available for viewing on our Website).

### **27. OMBUDSMAN**

If no agreement is reached on a complaint between the customer and Kalpak Travel, the customer has the possibility of contacting the independent Ombudsman of the Swiss Travel Industry. The Ombudsman seeks a fair and balanced settlement in any kind of issue arising between customers and Kalpak Travel (or the travel agent where the trip was booked). The address of the Ombudsman is: Ombudsman of the Swiss Travel Industry, P.O. Box, 8038 Zurich. Mo-Fr, 10 a.m. – 4 p.m., tel. 044 485 45 35, fax 044 485 45 30, [info@ombudsman-touristik.ch](mailto:info@ombudsman-touristik.ch)

### **28. JURISDICTION**

The relationship between customers and Kalpak Travel is governed exclusively by Swiss law. Actions against Kalpak Travel may only be brought at the place of its registered office in Baden, Switzerland.

### **29. REGISTERED ADDRESS**

Im Kehl 4A, 5400 Baden, Switzerland.

### **30. UPDATING OF TERMS AND CONDITIONS**

The Company reserves the right to update and/or alter these terms and conditions at any time, and it is the clients' responsibility to be familiar with them. The latest terms and conditions can always be found on the Company website [www.kalpak-travel.com](http://www.kalpak-travel.com) and will supersede any previous

versions.

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