

## OFF THE MAP TOURS BOOKING CONDITIONS

Please read carefully

### 1. THE CONTRACT

These conditions form the contract between Off The Map Tours ("The Company") and the client named on the booking form. To secure a booking the Company requires a completed and signed booking form and the necessary deposit. Registration on one of our trips implies that the client agrees with our general conditions. Bookings are accepted on the understanding that the client appreciates the possible risks inherent in adventure travel.

### 2. CANCELLATION BY THE CLIENT

- In case of cancellation more than 60 days before departure the deposit will be retained by the Company.
- In case of cancellation 30 - 60 days before departure 50% of the tour price will be retained by the Company.
- In case of cancellation less than 30 days before departure the full amount of the tour price will be retained by the Company.

Cancellation **must** be advised in writing and will only be effective from the date of receipt by the company.

### 3. CANCELLATION BY THE COMPANY

Our dated group tours are subject to a minimum of four clients. Each tour will be reviewed one month before departure and if it is necessary for us to cancel on account of low numbers a full refund will be given. If the tour has to be cancelled for any other reason beyond our control the Company will offer the client a full refund on money paid. The Company will not be liable for compensation beyond a full refund of money paid.

### 4. RESPONSIBILITIES OF THE CLIENT

- Clients are responsible for ensuring the validity of their passport beyond the full duration of their travel.
- Clients are responsible for obtaining the necessary visas and vaccinations.
- Clients must yield to the conditions and formalities of police, customs and health in the country at the time of travel. If the client does not respect the laws of the country, cannot show the correct documents, or is delayed because of his own fault, he is responsible for the incurred costs.
- Each client must accept the authority of the tour leader.
- The tour leader will not be held responsible for incidents or accidents which may occur as a result of unwise personal initiative.
- If the health or conduct of any client before or during the tour appears likely, in the opinion of the tour leader, to endanger the group, the client may be excluded from the tour. Expenses resulting will be borne by the client and a refund of money paid will not be given.

### 5. TRAVEL INSURANCE

- It is obligatory to have full travel insurance covering cancellation, illness and repatriation including emergency helicopter rescue.

- The Company is not responsible for costs incurred in the event that the client requires emergency evacuation within Mongolia or to destinations outside Mongolia.
- Clients must ensure that there are no exclusion clauses limiting protection for the type of activities included in their tour (e.g. horse riding, mountain biking). For motorcycle tours the insurance must cover motorbike use, which is classed as an extreme sport by some companies.
- The Company will not accept any responsibility for luggage and personal property of the client.
- A copy of each client's insurance is required by the Company prior to departure. This must include 24 hour emergency telephone number with direct connection to a human operator able to authorize emergency helicopter rescue.

### 6. AGE LIMITS AND FITNESS

- All clients must satisfy themselves before booking that they are fit and able to complete the itinerary. If in any doubt, professional medical advice must be obtained.
- Children are accepted on the tours on the condition that the parent or guardian accepts full responsibility for them.

### 7. ILLNESS AND DISABILITY

Anyone suffering from any illness or disability, or undergoing treatment for any physical or medical condition, must declare the nature of the condition at the time of booking. Such a client must make his own arrangements for drugs and treatment required during the tour. If the Company is not so informed this constitutes a breach of contract and may result in the client being excluded from the tour. In this case money paid will not be refunded to the client.

### 8. ALTERATIONS TO THE ITINERARY

- If necessary or advisable to do so, the Company reserves the right at any time to alter arrangements for any aspect of the tour. Clients will be informed of any changes prior to departure, and if the change involves a significant change in the itinerary then the client may cancel the booking within seven days of notification and receive a full refund of money paid.
- If any unexpected events or circumstances which imply the security of the clients should occur (e.g. broken bridges, defective roads, epidemic, etc.) we retain the right to alter the dates, timetable or route as we see fit. The client cannot claim any compensation in these circumstances.
- The Company will not be held responsible for providing refunds if a situation arises during the tour which necessitates a change in the itinerary (including threat of war, riots, civil action, strikes, political or legal restrictions, force majeure, technical problems, decisions of air carriers, or other situations beyond our control) unless it can be proved that the situation has arisen out of negligence on the Company's behalf.
- After arriving in Mongolia, no changes will be made to your itinerary except if necessary due to reasons of health or a serious emergency.
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### 9. USE OF CAMPING EQUIPMENT

- The client is responsible for returning the equipment, which is the property of Off The Map Tours, in the same condition as it was found at the start of the tour.
- If the client notices any defect in the equipment at the start of the tour he is bound to report it to the tour leader, otherwise he will be held responsible and must pay appropriate compensation.
- Clients must utilise all equipment in a safe and responsible manner. Smoking or use of candles or petrol lamps inside the tents is not allowed. Cooking equipment and accessories must not be left outside the tents at night.
- In the event of the equipment being stolen or lost the client must compensate the Company the replacement value of the equipment.

### 10. BIKE HIRE CONDITIONS

- The Renter undertakes not to misuse the equipment and to return it with all accessories in the same condition as when received.
- The Owner shall be entitled to charge the Renter for any damage caused to the equipment during the period of hire.
- In the event of a breakdown, other than as a result of the Renter's misuse, the Owner will endeavour to repair or procure the repair of the equipment.
- The Owner shall not be liable for any damage or loss whatsoever, through breakdown or defects in the equipment or other circumstances beyond the Owner's control.
- The Renter shall compensate the Owner in respect of all costs, claims, expenses and demands which he may suffer or incur, and which arise directly or indirectly out of use of the equipment during the period of hire. The Owner reserves the right to charge the Renter for partial or full settlement of any such claim.
- The Renter is over 16 years of age, and will ensure that the equipment is adequately secured when in use, will not use the equipment whilst under the influence of drink or drugs, and will immediately notify the Owner in the event of breakdown or loss of the equipment.

### 11. MOTORBIKE HIRE CONDITIONS

- Clients must be at least 19 years and hold a current motorcycle license valid for 250CC motorcycles from their country of residence and have held it for at least one year. A copy must be provided at the time of booking.
- Clients are responsible for any motoring offences uncured whilst the bike is in his custody. Helmets are mandatory.
- Third party motor vehicle insurance is included in the cost of the tour to cover damage caused by the client to a third party.
- Damage to the motorbike, other than normal wear and tear (e.g. breakage of plastic or glass parts, scratches) is not included in the cost of the tour. To cover significant damage to the motorbike, clients are required to lodge a refundable deposit of Euros 500 at the start of the tour. Any damage other than normal wear and tear will be deducted from this deposit and the balance returned to the client at the end of the tour. In cases where the deposit is insufficient to cover damage, the client is obliged to pay the remaining amount prior to his departure from Mongolia.
- The Company is not obliged to replace a damaged motorcycle. On some tours we have a spare motorbike in the support vehicle but the use of this motorbike is at the tour leader's discretion.

