

## TERMS AND CONDITIONS OF TRAVEL WITH E-MONGOL.COM LLC

1. **Information:** E-mongol.com LLC (hereinafter called the "Company") shall make every effort to ensure that the information contained in the tour descriptions on this homepage is as precise and accurate as possible. However, E-mongol.com LLC shall not be liable for any errors or omissions that may, in spite of these efforts, appear on these pages, as well as for any interpretations of, or decisions based on, such information.
2. **Commitment of Good Faith:** The Company shall endeavor to act in good will and make all efforts within its competence and belief to ensure an enjoyable and safe journey that satisfies the Client and fully meets his/her expectations and wishes.
3. **Tour Price :** The price shall be negotiable between the Company and the Client based on current rates and tariffs and the Client's wishes and preferences. The tour price shall include the cost of the entire tour and shall not be divisible by individual items or services of the tour. No refund or reduction will be made for non-utilization of any item or service included in the tour price finally agreed between the Company and the Client for any reason whatsoever.
4. **Passports, Visas, Vaccinations:** Each participant must:
  - Personally ensure that he/she has a valid passport. The Company cannot be held liable for any loss of passport(s) due to any reason whatsoever.
  - Personally be responsible for obtaining an appropriate visa valid for the duration of the tour and stay in Mongolia.
  - Personally be responsible for taking all the vaccinations that may be deemed reasonably necessary by the Client for travelling to Mongolia. The Company shall not be liable for any consequences that may arise out of failure, including negligence, to obtain such vaccinations.
5. **Reservation:** A reservation must be made in the written form by mail, telefax or e-mail and accompanied by an acknowledgement of these Terms and Conditions. The reservation shall become a binding contract between the Client and the Company only upon issuance by the Company of a written confirmation of the reservation and payment by the Client of at least 30% deposit.
6. **Payment:** The deposit must be payable by bank transfer at the time of reservation. The remaining portion of the tour price agreed between the Client and the Company must be paid by the Client in full upon his/her arrival to Mongolia and prior to departure to the countryside.
7. **Prices and Tariff Changes:** Unless otherwise noted, all prices and tariffs are in US Dollars. The prices quoted to the Client at the time of the reservation may subsequently be altered only if certain price determinants such as the Togrog/US Dollar exchange rate, fuel costs, taxes or other government levies and etc. change.

Once the full tour price has been paid, it shall not be altered for these reasons. Price alterations shall apply only to the unpaid portion of the tour price, however, no price changes can be made less than 20 days prior to the tour commencement date. Special rates shall apply to any requested services which are not included on these pages.

- 8. Cancellation:** Cancellations must be submitted in writing and shall be effective only when received by the Company. For all cancellations made **60** days or more prior to the commencement of the tour, all amounts already paid to the Company shall be reimbursed to the Client, less the USD 75 booking and bank transfer fee. For later cancellations, the Company shall apply the following policy:
- Less than **60** days but more than **30** days prior to departure: The Company retains 50% of the payment made.
  - **30** days or less: No refund.

If the Client fails to arrive for start of the tour at the scheduled time and place, or is unable to do so for any reason whatsoever, including the lack of valid travel documents (passport, visa, etc.), he/she shall not be eligible for any refunds. However, in the event of such occurrences as war, outbreak of a contagious disease, natural disaster or any other circumstances beyond control, which completely or substantially prevent, materially adversely affect or otherwise materially impede the tour, the Client will have the right to cancel the tour even if 30 days or less remain before the scheduled departure date. In such a case, the Company will refund all amounts already paid, less the booking and bank transfer fee.

- 9. Booking Changes:** The Client has the right to request non-major modifications of the tour, including the commencement date, route, destination, activities and duration, that do not materially affect the total price of the tour.

**10. Tour Cancellations/Modifications by the Company:** In the event of unforeseeable events and circumstances beyond control of the Company such as war, epidemics, natural disasters, military operations, etc., the effects and consequences of which can not be commercially reasonably mitigated or prevented, as well as delays and deviations caused by weather conditions (heavy rains, thunderstorms, fires, etc.) or public services (changes in the schedule of air transport and railway), the Company reserves the right to cancel the tour or make changes to the travel arrangements as follows:

- If the tour is cancelled prior to the departure date, the Company shall notify the Client at the earliest possible date and refund all the amounts that have been paid by the Client less the booking and bank transfer fee.
- If a major change is made in the travel arrangements, i.e. a different itinerary, destination, etc., the Company shall notify the Client at the earliest possible date and the notified Client may decide whether to cancel the tour or to accept such a change. If the Client decides to cancel the tour, the Company shall provide a full refund. If the Client accepts the change, such acceptance shall be considered as a new contract specifying the substitution tour and its effects on the price. If the substitution tour is cheaper than the original tour, the difference shall be refunded to the Client. If the substitution tour is more expensive, the Client shall pay a supplement, provided that he/she accepts the substitution.

In the case of cancellation, the Company's liability is limited to a return to the Client of any amounts paid and the Client shall not be entitled to any other compensation whatsoever.

- If unforeseeable events and dangerous occurrences, which could put the lives of the tour participants at risk, occur during the tour, then the Company reserves an exclusive right to change any travel arrangements either directly from its headquarters or

indirectly by the decision of its tour guides and group leaders. In such a case, all travel dates and itineraries shall be altered without the Client being entitled to any refund or compensation of damages.

**11. Obligations of the Client:** The Client shall commit to:

- Comply with the Mongolian laws, requirements and formalities of local police, health and other public authority;
- Act in a courteous manner towards the Company's employees, guides and representatives and obey the instructions of the tour guide and/or group leader during the whole tour;
- Cooperate with transport, hotel, restaurant operators and other providers and comply with their terms and rules under which such services are provided;
- Respect the customs and traditions of local residents and rules of traditional dwellings; and, in general, of all such places where the Client alone is responsible for his/her acts;
- Behave in an environmentally friendly manner.

**12. Insurance:** The Client is highly recommended to obtain appropriate international insurance valid during the entire stay in Mongolia, providing necessary travel coverage including but not limited to return expenses, medical expenses, expenses arising out of cancellation and/or modification, loss of luggage, accident and repatriation. The Company shall not be liable whatsoever for any consequences that may arise out of the Client's failure or negligence to obtain such insurance.

**13. ASSUMPTION OF RISKS AND RELEASE OF LIABILITY:** Participating in the tours organized by the Company may involve the risk of death, injury, mental or emotional trauma, disability or property damage from hazards and dangers associated with such activities as 4WD driving and self-driving, horse riding, hiking, fishing, trekking, rock climbing, swimming, etc., including but not limited to injuries caused by falling from horse, yak or camel, injuries resulting from slipping or falling on uneven terrain, injury or illness resulting from exposure to cold, sun, windy or other weather conditions, injury resulting from non-use, misuse or failure of equipment, including cars, riding or climbing hardware, as well as improper treatment of animals. Certain risks are inherent in these activities and can not be eliminated or mitigated. There may be other risks associated with remoteness of medical centers and lack of appropriate medical personnel or medication or risks caused by a third party such as theft, robbery, physical or emotional assault.

By making a reservation with the Company, the Client affirms that he/she has considered these risks, that his/her participation in the tours organized by or involving the Company is entirely his/her choice, and that he/she agrees to freely accept and fully assume all such risks as well as any other risks involved in participating in the tours and tour activities organized by the Company and the possibility of any resulting injury, loss or damage.

The Client and its beneficiaries agree to release, waive and discharge the Company and all of its employees, guides and representatives from and against any and all presently existing and/or future liabilities, damages, actions and claims relating to or arising from any activity, occurrence or event involving the Company, or relating to or arising from any action or omission by the Company or by any employee, guide, or representative of the company, regardless of whether such action or omission constitutes negligence. The Client and its beneficiaries further agree to indemnify and hold harmless the Company and all of its employees, guides and representatives from and against any loss, damage,

liability and expense incurred by the Company as a result of the Client's participating in the tours and tour activities organized by or involving the Company.

**14. Health/Medical Condition of the Client:**

The Client confirms and represents to the Company that he/she is in good health and does not suffer from any serious medical condition that may be aggravated by participating in the tour activities, some of which may be physically demanding. If the Client becomes unable to complete the tour due to intentionally undisclosed health conditions, he/she shall not be entitled to seek any compensation whatsoever from the Company.

The Client must inform the Company in advance of any impairment or disability that may limit his/her participation in the tour activities. The Company shall endeavor to make reasonable efforts to address the needs and/or requirements of individuals with impairments or disabilities. However, the Client must take into consideration that the Company's tour package and the Company's personnel are not specially equipped to cater and/or provide for the needs and/or requirements of such individuals. Therefore, the Company strongly urges all intending tour participants to equip themselves with all special care and/or needs that they may require.

**15. Limitation of Responsibility:** The Company reserves the right to limit its own responsibilities according to the laws and regulations currently effective in Mongolia.

**16. Disputes and Limitation Of Damages:** In the event of a dispute, the Company and the Client shall endeavor to seek an amicable and faithful agreement. If the parties fail to reach such agreement, the dispute shall be referred to the Mongolian court and shall be governed solely by Mongolian law.

The Client may submit a claim within 30 (thirty) days from the completion of the trip. Claims submitted after this deadline shall not be considered. However, no claim against the Company arising out of, or relating to, these Terms and Condition, the tour, or events or omissions that occur during or in connection with the tour, shall exceed the amount actually paid by the Client to the Company for the tour. Company shall not be liable for any damages or losses other than damages or losses that are actually incurred and already paid for by Client, nor shall Company be liable for any consequential damages, future damages, lost profit, lost opportunity, mental anguish, or pain and suffering.

Ulaanbaatar, on 15<sup>th</sup> of october, 2003

[E-Mongol.com](http://E-Mongol.com) LLC

[Register No 2655764](#)

[Licence No 26/2095](#)

[Tourism Licence No 46](#)

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