## Part I. TUUL RIVERSIDE'S BOOKING CONDITIONS

### THE BOOKING AGREEMENT

Sets out below are the terms and conditions of the booking agreement. Please read them carefully. When you submit a booking and we accept it through our issue of a confirmation invoice, a legally binding contract is made. When we receive a completed booking form, you (and any other person on whose behalf you book) agree to accept all of these conditions.

### OUR COMMITMENT TO YOU

1. Registration

Confirmation of your successful booking will be sent to you within 3 working days of our receiving the fully completed booking form and a deposit payment of 30% on the total invoiced amount.

2. Our liability to you

We are responsible for ensuring that your arrangements are supplied as agreed before the booking. We take responsibility for the services that we provide. Exemptions to our responsibility are airlines accidents or delays, loss of luggage, or medical and customs regulation, for which we cannot take responsibility. Our liability is limited to the total cost of your travel arrangements.

We are also responsible for identifying any foreseeable risks associated with your holiday. Adventure travel, by its very nature, may carry greater risks than other holidays. We will do what we can to alert you and your companions to such risks and take steps wherever possible to ameliorate against them.

3. If we change or cancel your holiday

In the unlikely case that we have to make changes to your travel arrangements, we will notify you or your travel agent at the earliest possible date. We do reserve the right to make changes at any time due to circumstances which lie beyond our control.

In the case of significant changes to your itinerary, you have the right to cancel your holiday and be fully refunded. If the changes increase the cost of your holiday, we will notify you and invoice after your acceptance of the difference in price. If the changes decrease the cost of your holiday we will also inform you and reimburse you the difference.

No refund will be made to a participant, who is rejected by our camp manager for any of the reasons, set out below in Participation section (below), or who is unwilling or unable to complete the itinerary.

4. The effect of price increases

The prices quoted on our homepage are correct at the time of publication. We reserve the right to change any of the prices, services or other particulars contained on our homepage at any time before we enter into a contract with you. If there is any change, we will notify you before we enter into such contract, and seek your prior agreement to the changes.

# YOUR COMMITMENT TO US

1. Participation

If you have chosen to book with Tuul Riverside Lodge/Nomads, you must pay the deposit at the time of reservation and must pay the outstanding balance at least 4 weeks prior to the departure date of your trip. If you register within 4 weeks of departure, the full cost should be paid at the time of registration.

You and your companions will need to be in suitable physical condition to undertake the expedition as set out in your chosen itinerary and become fully aware of the possible risks inherent in adventure travel. You are responsible for paying for, or providing for your own personal equipment, tips, airport taxes, the cost of visas, vaccination, additional food and drink, personal spending money, travel insurance, and any other activities or provisions not included in the itinerary. For the protection of all participants, our Trek Leader/Camp Manager reserves the right to prevent anyone from taking part in the tour, or any part of it, where that person clearly displays insufficient ability or whose behavior potentially endangers the health and/or safety of other participants. Safety documents will be provided for the various activities you choose. We kindly ask you to please review these before your arrival.

2. Documentation

Prior to the arrival the Tuul Riverside Lodge will provide you on request with:

- a. Visa support and general information about passport and visa requirements.
- b. Horseback riding safety, Travel Kit List, Tuul Riverside Lodge Info Sheet,
  - Frequently Asked Questions (FAQ) File

If you have any medical conditions or special dietary needs you are responsible for informing us well in advance of your intended arrival. You must ensure that your travel documents, full passport, and visas are in order and will remain valid for the entire length of your stay in Mongolia. We are able to give general advice on these matters but such requirements are subject to change and we cannot be held responsible if you do not check current requirements before your departure.

3. If you cancel your booking/holiday

Transfer & Cancellation dates are computed as of the date we receive your completed booking form and deposit. Our Transfer & Cancellation Policies apply in every instance.

Period before departure within /Which notice of cancellation is received by us/	Amount of cancellation charge, applicable if 1 overnight is booked
Minimum fee (non-refundable)	\$100 per ger
15-28 days prior to departure	10% of the cost
8-14 days prior to departure	30% of the cost
3-6 days prior to arrival	60% of the cost
5 days prior to arrival and on arrival day	100% of the cost

Period before departure within /Which notice of cancellation is received by us/	Amount of cancellation charge, applicable if more than 1 overnight is booked
Minimum fee (non-refundable)	\$100 per ger
15-28 days prior to departure	10% of the cost
8-14 days prior to departure	30% of the cost
3-7 days prior to arrival	60% of the cost
2 days prior to arrival and on arrival day	100% of the cost
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Period before departure within /Which notice of cancellation is received by us/	Amount of cancellation charge, applicable if the entire camp is booked
Minimum fee (non-refundable)	\$150 per person
15-28 days prior to departure	10% of the cost
8-14 days prior to departure	30% of the cost
3-7 days prior to arrival	60% of the cost
2 days prior to arrival and on arrival day	100% of the cost

We are not responsible for refunding bank charges on any payments by card or bank transfer. Please note the current charge on the card payment is 5%.

Once we have started to provide our service i.e. from the point of your arrival in Mongolia, no refunds will be made for unused trip arrangements for any reason. There will be no refund given for unused hotel rooms, meals, sightseeing, trek days or any other charges once the trip has commenced. The cost is quoted as a package price and credits are not given for services not used.

4. If you change your holiday.

If you wish to change your travel arrangements in any way, after our confirmation invoice has been issued, for example, you choose a different departure date or change the hotel, we will do our best to accommodate these changes, but this may not always be possible. Please inform us about possible changes as early as possible. Any request to change your travel arrangements must be made in writing by the person who made the booking. If the cost of the trip, which you had booked originally, is higher than the cost of the new arrangement, the difference will be regulated according to our Cancellation Policy (see above). If the cost of the amended or new itinerary is higher than the original one, then the extra cost of the new travel arrangement will be invoiced with the addition of an extra administration charge of USD100.

5. If you have any complaint

If you have a complaint arising out of what we have agreed to provide for you please let us know at the earliest opportunity. If a problem arises during your trip, it is important that you advise the Tour Guide, Leader and the suppliers in the first instance who will endeavor to put things right. If your complaint cannot be solved locally you should advise us within 14 days of returning to your home country, in writing, with all other relevant information. Your letter will be given prompt attention. If you fail to follow this simple procedure we cannot accept responsibility, as we would have been deprived of the opportunity to investigate the matter and hopefully rectify any problem.

6. Insurance

It is essential that all passengers are fully covered with reputable travel insurance cover before setting out on holiday. Insurance must cover personal accident, medical expenses, loss of effects, repatriation costs and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience.

We request all clients who book activity-oriented itineraries/stays at the Tuul Riverside Lodge to sign the Indemnity Form pre-arrival and to take notice of our House Rules.

## Part II. PAYMENT POLICY AND SCHEDULE

### The payment schedule as follows:

Deposit at time of the reservation for booking with Nomads is \$500 per person 28 days prior to the trip's departure.

Cash payment on arrival at the Lodge only in Mongolian Currency.

### **Balance of Payment:**

We will send an invoice for the final payment approximately 35 days before the trip commences. Payment in full is due 28 days before the trip. We reserve the right to cancel any reservation for which the full payment has not been received 14 days before the trip begins.

### **Methods of Payment:**

By Credit Card: It is possible to pay /the deposit only/ on-line here.

By bank transfer: please transfer 28 days prior your arrival day the final amount via SWIFT to our bank /Bank details will be sent on your request/. All bank charges are charged to the senders

account. Then either scan and email or fax your transfer receipt to <u>payment@nomadstours.com</u> or send it by fax to +976-70119366.

In case you prefer other methods of payment, as such CC or cash, please contact us at <a href="mailto:payment@nomadstours.com">payment@nomadstours.com</a>