

Thirsty Horse Mongolia LLC,
Khaan Uul 10, ATb 2 - 5, Ulaan Baatar, Mongolia.

Conditions of Engagement For Tours & Treks

This document contains the terms and conditions of your contract with Thirsty Horse Mongolia LLC (THM) for any tour or trek. It is meant to be read in conjunction with the Booking Form, which you will have completed for your trek. Please read carefully.

Booking & Payment

A deposit of 10% is required to establish and hold a reservation. The full balance is due and payable 90 days prior to departure, or upon booking should there be places still available at shorter notice. Your booking may be considered cancelled if the full balance is not received in due time.

To book, you should complete the booking form and place your deposit, which may be made by credit card or by any other means that you choose. (Payment by credit card carries a 4% charge for internet transfer, whereas cheques do not.)

Please note that a credit card swipe will be required for security reasons before you will be allowed to take out any of the company's equipment.

Vehicle Damage

You will be required to leave a credit card or cash deposit of US\$500 to cover any loss or damage to the company equipment.

You will be liable for the first US\$4,000 worth of any damage to the motorcycle deemed by THM to have been your responsibility. Please read carefully our "Guidance notes for motorcycle riding on and off-road" for instruction in this respect.

The term "damage" excludes reasonable wear and tear. Minor blemishes or paint chips caused by gravel, stones and insects are considered to be normal wear and tear. However damage or scratches caused by an accident, riding through bushes, dropping a motorcycle on the road, excessive speed, failure to operate correctly, attempting to ride or drive beyond your ability and/or subjecting the vehicle to stresses beyond its design limits, is not.

THM stresses that off road travel is not the same as riding or driving on road and requires a far greater attention and comprehension by the rider/driver of the ground conditions. Even the toughest vehicle can be wrecked in seconds by careless off road use.

The participant may choose to limit their exposure to the initial US\$4,000 to a reduced amount of US\$1,000 by the purchase of our Excess Reduction Policy (ERP). The cost of this is US\$25/day for the duration of the trek. The participant may exercise this option at any time before departure of the trek, but not after.

Cancellation

Cancellation by the Company: THM reserves the right to cancel scheduled treks up to 14 days prior to the advertised start date should the minimum numbers not be achieved. Alternatively, we may offer an alternative, which it shall be entirely at the discretion of the participant to accept or refuse.

Should THM cancel the scheduled trek as provided for above, then the cost thereof shall be refunded in full and such refund shall constitute full and final settlement for all consequences of the cancellation.

Cancellation by the Company for Client's Fault: should the participant by his condition or behaviour become a danger or liability to himself, THM, the equipment, or others during the course of any trek, THM shall have the right to cancel their participation without refund. THM shall also have the right to seek recompense for any costs incurred by this action, which right shall not generally be exercised in the case of genuine misfortune.

Cancellation by the Participant: provision is as follows:

You may always cancel within 7 days of paying your deposit if you are still outside the 90 days to go period and we will refund you in full, less any bank charges.

If you have paid in full and are then obliged to cancel with genuine cause, we will consider the merits of your case and may, at our discretion, refund you or make you an alternative offer.

Responsibilities of the Company on Organised Tours and Treks:

The tour operator is Thirsty Horse Mongolia LLC, ATb 2 – 5, Khaan Uul 10, Ulaan Baatar, Mongolia.

The responsibilities of the Operator, subject to these conditions, are as follows:

Trek: To run the trek from start to finish on the scheduled dates and as close to the intended route as possible.

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Guiding: To guide and instruct the trek, paying due attention to safety, security, local customs and sensibilities, and any other relevant considerations.

Vehicles: To provide the vehicles required for the trek and to provide technical support for those vehicles. All THM vehicles will be fitted with crash bars and level protection.

THM will endeavour to provide the participant with the model of vehicle confirmed to the participant. If after having confirmed the model requested, THM finds it necessary to substitute a different model before the start of the trek, we will notify you as soon as possible. If the participant does not wish to accept the proposed substitution, you may cancel the trip without penalty and receive a full refund of his deposit.

In the event of a mechanical breakdown of the provided vehicle during the trek and without fault by the participant, THM will endeavour to undertake repairs. If repair is not possible the company will replace the vehicle if possible, or may offer an alternative model of vehicle. The participant shall be recompensed the difference in hire cost for the vehicle, should a discount be appropriate but shall not be charged extra in the event of the replacement being an upgrade.

If THM is unable to either repair or to provide alternative equipment, we will recompense the participant for the balance of the trek, or the hire cost of the vehicle should the participant continue as a passenger. In either case, this shall be the sole recompense due.

Insurances: The vehicle provided by THM will be insured for theft and legal minimum third party cover.

Limit of THM's Liability

Participant's Fault: THM shall not be liable for any costs, interruption or curtailment to the trek due to any fault or action, whether intentional or not, of any of the participants to the trek, whether incurred solely by the participant at fault or to other or all members of the trek.

Participant's Ability: THM shall not be liable for any consequences of the participant's inappropriate decision concerning himself and his abilities in respect of this engagement.

Force Majeure: THM accepts no liability, whether incurred directly or indirectly, for any circumstances which are outside of its control, such as: war, insurrection, revolution, terrorist activity, civil strife or unacceptable political uncertainty; exceptionally adverse weather conditions, including storms, floods, forest fires and the like; accidents involving the destruction of a significant part of the company's equipment or death of staff however caused; cancellation of flights or other public transport means for whatever reason, strikes, airport closures and the like; outbreaks of disease or other medical emergencies. Final decision on such matters shall be at the sole discretion of THM.

The trek leader has the sole discretion to alter the itinerary should it become necessary.

Fault by Sub-contractors: in the event of any failure by a subcontractor to THM, such as a hotel or an associated tour company, THM shall endeavour to provide the best alternative that it can, but shall not be liable for any recompense for such failure.

Delayed Start and Arrival Dates: if for any reason stated herein or otherwise beyond our control the trek is delayed in starting or arriving at any destination, THM shall not be liable for any consequences thereof.

Responsibilities of the Participant.

Health: You are responsible for ensuring that you are fit and healthy enough to participate in your trek. We reserve the right to insist on a medical certificate from your doctor stating that you are in a suitable condition.

Age: The participant must be at least 25 years old.

Driver's License: The participant must have a full valid driving license together with International Driving License supplement appropriate for the type of vehicle concerned.

Experience: For motorcycles, the participant must have at least 2 years experience operating a motorcycle of the same size or larger than the motorcycle that will be provided by THM. For jeeps, the participant must hold a licence appropriate to the vehicle's type of gearbox.

Passport & Visa(s): it is the responsibility of the participant to ensure compliance with the entry conditions for the countries visited. For Mongolia you must have the appropriate visa, which in most cases must be obtained in advance, and a passport with a validity of at least six months after your scheduled departure date.

THM Equipment: it is the participant's responsibility to treat THM equipment with care and respect, and to return it in the same condition as it was in at the time of his taking possession of it, fair wear and tear excepted. Please note

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that any damage to our equipment that occurs due to your fault, negligence, or inappropriate use, whether intentional or not, shall be to your cost.

The Trek: it is the participant's responsibility to make his best endeavours to complete the trek so as to avoid causing inconvenience to the other members of the trek by his delay, or unreasonable expense to THM for recovery.

Insurances: THM insists that the participant takes out a personal travel insurance policy including medical, accident, and re-patriation expenses and may request proof of same. It is the participant's responsibility to ensure that suitable insurance cover is taken out prior to commencement of the trek.

Personal Effects: THM takes no responsibility for the participant's personal effects if they are lost, stolen, damaged or destroyed. This term shall apply even when the personal effects are being carried by us or are lost during a shipment organised by us.

Accidents: The participant is responsible for the consequences of any accident that may occur. It is agreed and understood that neither THM nor its agents are the guardians of any customer safety and that they, individually or separately, cannot be held liable in any way for any occurrence in connection with the tour which might result in injury, death or other damage to the participant, his property or his family, heirs or assigns.

In the event of an accident, the police and the trek leader must be notified immediately.

Ignition Keys: The participant is solely responsible for the vehicle ignition keys during a normal trek day. Should they be lost or stolen due to neglect or failure to follow the trek leader's instructions, the participant is responsible for their replacement up to a maximum cost of US\$500.

Sobriety: If the participant operates a vehicle after drinking an alcoholic beverage or after using mind altering drugs, the participant will incur unlimited liability for the vehicle. THM is not obliged to replace a vehicle damaged under these circumstances. Riding privileges will be suspended from anyone under the influence of alcohol or drugs. Participants agree to refrain from alcoholic beverages until after the vehicles have been parked for the night.

Riding Practice: During the course of the trek the participant must follow the instructions given by the trek leader. If the participant does not comply with local traffic laws, does not practice safe group travel practices as described by the trek leader, or infringes the guidelines provided by THM, the agreement with the participant may be cancelled and riding privileges suspended.

Please be aware that local sensitivities and rules of the road are unfamiliar to you – and don't forget that you are a long way from home if anything goes wrong.

Jurisdiction

This engagement and any issues arising from it are subject to the jurisdiction of the courts of Hong Kong.

Acceptance

By signature hereto, we accept to be bound by this document,

Signed:

Signed:

Name:

Name:

Date:

Date:

The participant

For Thirsty Horse Mongolia LLC (the company)