

Terms & Conditions

Mongolia Expeditions and Tours LLC

for the Christina Noble Children's Foundation (CNCF) Challenge 2023

Please read carefully the terms in the conditions of contract as provided by Mongolia Expeditions and Tours LLC, hereinafter referred to as ME ("ME").

In completing and submitting the Booking Form, you agree to be bound by these conditions which constitute the agreement between ME and you. These conditions apply to the exclusion of any other terms or conditions unless they are set out in the Booking Form or are otherwise agreed to in writing by the parties. Previous dealings between the parties will not vary these conditions. No purported variation of these conditions will be effective unless in writing and signed by a person so authorised by ME.

In these terms and conditions reference to "ME representatives" means tour leaders, including B.Gangaamaa and staff of ME and its officers, employees, agents, licensees, guides and other third parties and representatives and the land management authorities in each country in which the tour is conducted, or any of them.

1. How to book

1.1 Booking is affected when ME accepts a completed booking form, acceptance of these terms and conditions and payment of a 10% non-refundable booking fee of \$350 USD per person per trip deposit that is non-refundable. ME suggest you take out travel insurance at time of booking. Further information in relation to your trip is provided in the Challenge Pack provided by Christina Noble Children's Foundation (CNCF). By submitting your booking form and paying your deposit you are deemed to have read and understood the Challenge Pack. Please let ME know if you have any queries in relation to the Challenge Pack.

1.2 Some trips require a higher non-refundable deposit to be paid and this is detailed in the individual trip notes and will be made clear at the time of booking.

1.3 The balance of the full tour price must be payable to Christina Noble Children's Foundation (CNCF) in full by 1st April 2023 or across 3 payments \$1,400 USD on 1st April 2023, \$875 USD on 1st June 2023 and \$875 on 1st August 2023.

1.4 If payment of the balance of the tour price is not received by ME by the required time you will be taken as having cancelled the tour and cancellation charges in accordance with Condition 5 will apply.

1.5 If a booking is made after the balance of the full tour price is payable, the booking is complete when ME accepts from you a completed booking form and payment of the full tour price.

1.6 If the local airline flight requires payment of the full airfare plus taxes more than 70 or 100 days (as applicable) before departure, ME will notify you and require payment.

2. Switching to another tour

2.1 Subject to Condition 2.2, if you wish to switch from one tour to another:

- 2.1.1 you must notify ME in writing;
- 2.1.2 you may only switch from one tour to another tour which commences within 12 months of your original departure date;
- 2.1.3 a \$50 USD administration fee shall be payable to ME in respect of all switches;
- 2.1.4 any additional costs which arise out of or in connection with the switch shall be payable by you;
- 2.1.5 the following charges shall apply depending upon when you provide notice of your proposed switch of tour;

a. if your notice at Condition 2.1.1 is received within 70 days prior to your original departure date and more than 36 days prior to your original departure date, 50% of your original tour price shall be forfeited; or

b. if your notice at Condition 2.1.1 is received within 35 days of your original departure date, 100% of your original tour price shall be forfeited.

2.1.6 Notwithstanding the rest of this Condition 2.1:

a. you will not be allowed to switch your tour if you provide ME with notification in writing not less than 120 days prior to the original departure date;

b. switches may only be accepted if you are transferring to another trip that departs in the same season; and

c. if the switch of your tour is agreed by ME pursuant to Condition 2.2, a fee of USD\$500 per person will apply to a selection of tours.

2.2 Any requested change from one tour to another is subject to availability and the agreement in writing of ME.

3. Transfer of your tour to another person

3.1 Where you are prevented from proceeding with your tour you may transfer it to another person provided:

- 3.1.1 you give reasonable notice to ME;
- 3.1.2 in ME's reasonable opinion, the person to whom you wish to transfer the tour satisfies all the conditions applicable to the tour, including that the person meets all the medical and fitness requirements of the trip and not receiving confirmation from its service providers that the transfer is acceptable; and
- 3.1.3 the payment of an administration fee of \$50USD per person is made to ME;
- 3.1.4 the payment of any additional costs arising out of or in connection with such a transfer are paid to ME. You should note that it is often not possible to change airline tickets from one person to another and that such tickets may be completely non transferrable and often non-refundable.

3.2 You acknowledge that both you and the person to whom the tour is transferred shall be jointly and severally liable to ME for the price of the tour, the administration fee and any additional costs arising out of or in connection with the transfer.

4. Amendments

4.1. If you wish to make amendments to your tour arrangements, you must notify ME in writing as soon as possible.

4.2. Each amendment to your tour arrangements will incur a \$50 USD administration fee and you will be liable for any increase in any additional

expenses arising out of or in connection with such amendments. All such fees must be paid before departure.

4.3. Any requested amendment to tour arrangements is subject to availability and the agreement in writing of ME.

5. Cancellations by you

5.1. If it becomes necessary for you to cancel your tour, you shall notify us immediately in writing. Upon receipt and acknowledgement by us of your written advice, cancellation will take effect.

5.2. For all tours, the following conditions apply:

- 5.2.1 if cancellation takes place more than 70 days prior to departure, the deposit and any travel insurance premium will be forfeited;
- 5.2.2 if cancellation takes place less than 70 days and more than 36 days prior to departure, 50% of the cost of the tour and the whole of any travel insurance premium will be forfeited; or
- 5.2.3 if cancellation takes place 35 days or less prior to departure, 100% of the cost of the tour and the whole of any insurance premium will be forfeited.

5.3 In these booking conditions 'the cost of the tour' includes the cost of any extras booked for that tour. The tour price is quoted as a package. No partial refunds or credit will be given for services not used. Any amount forfeited, which has not then been paid to ME, may be recovered from you by ME as a debt due and payable.

Travel insurance should be instigated at the time of booking.

5.4 Notwithstanding the rest of this Condition 5, for some tours:

5.4.1 if cancellation takes place more than 120 days prior to your departure date, you will forfeit the full deposit amount.

5.4.2 if cancellation takes place less than 120 days prior to your departure date you will be required to pay the full cost of the tour. Variations to the conditions outlined in clauses 3, 4 and 5 may apply. Refer to individual trip notes for details. The tour price is quoted as a package. No partial refunds or credit will be given for services not used. Any amount forfeited, which has not then been paid to ME by you, may be recovered from you by ME as a debt due and payable.

6. Health and fitness requirements

You must be in good health and physical condition and are strongly advised to follow our pre-departure fitness training recommendations in the Challenge Pack and information outlined to support the tour. Tours take place in remote areas where there is little or no access to normal medical services or hospital facilities for serious problems. Evacuation, where necessary, can be prolonged, difficult and expensive. Medical and evacuation expenses will be your responsibility. ME reserves the right in its absolute discretion to refuse a participant the right to participate in a tour on medical or fitness grounds.

7. Medical disclosure

7.1 You declare and warrant that:

7.1.1 you are in good health mentally and physically at the time of booking this tour;

7.1.2 you have disclosed to ME every matter concerning your health and mental and physical fitness of which you are aware, or ought to reasonably be expected to know;

7.1.3 additionally, that pre-existing medical conditions are disclosed to your travel insurer and cover sought;

7.1.4 immediately upon any adverse change in your health or fitness that may be likely to affect your participation in the tour or your insurance coverage, you will notify ME in writing of any such adverse change and your insurer respectively;

7.1.5 you acknowledge that the obligation to disclose under this condition continues from the time of booking the tour through to departure and extends for the duration of the tour.

7.2 ME are permitted to disclose medical information to relevant staff connected with your tour and with our consultant doctor and he/she may exclude you from a tour if deemed necessary.

7.3 If you fail to comply with the duty of disclosure in this Condition 7 and if ME would not have permitted you to undertake the tour, or continue participation of the tour, had you made full disclosure under this Condition 7.4 ME will not be liable for personal injury, death or property damage or loss incurred by you.

8. Tour leaders and behaviour

8.1. For the purposes of this Condition 'tour leader' includes both the nominated tour leader, Gangaamaa and any other nominated person given at any time the task of leading or supervising any aspect of the tour.

8.2 ME's tour leaders take their responsibilities seriously and if for any reason a tour leader believes, in his or her absolute discretion, that you should not participate in the tour, before your departure, the tour leader may exclude you from the tour. In this event, but subject to Condition 5, you will be offered the option of taking another tour considered suitable for you or a full refund. If for any reason during a tour the nominated tour leader considers you should not participate further due to you committing an illegal act, or in the opinion of the nominated tour leader, your behaviour is causing or is likely to cause danger, distress or annoyance to others, or your fitness or health is inadequate, the tour leader may direct you not to continue and you must follow the tour leader's instructions. In this case you will not be entitled to any refund. Travel insurance may compensate you depending on the circumstances.

8.3 ME reserves the right to change, at any time, the tour leader of any tour. If this happens, ME will try to ensure that the alternative tour leader has expertise commensurate with that of the tour leader. Any such change by ME will not give rise to any right on your part to cancel the tour or claim any expenses, loss or damage which you may suffer.

9. Cancellation due to tour booking numbers

9.1 ME reserves the right to cancel any tour prior to departure in the event that there are too few people booked on a tour. In such circumstances you will be given a full refund of the tour price paid by you. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage (either direct or consequential) or for any

loss of time or inconvenience which may result from such cancellation (including but not limited to visa, passport costs, vaccination charges, gear purchases, airfares, airport and airline taxes).

9.2 The operational status of your tour will be advised 70 days prior to the start date of your tour. ME advises against paying for your international flights until your trip has been confirmed as going ahead.

10. Changes, postponement, cancellation or delays by ME

10.1 Subject to Condition 11, ME reserves the right to:

- 10.1.1 change the date of departure or conclusion of the tour;
- 10.1.2 modify any aspect of the tour;
- 10.1.3 cancel or modify any routes within the tour or objectives set out in the itinerary; or
- 10.1.4 substitute different or equivalent routes within the tour in place of cancelled or modified routes, or postpone, cancel or delay (either in relation to the departure or arrival times or the duration of the tour) any such aspect of the tour if, in the absolute discretion of ME, it is necessary to do so due to government travel warning or advice, or any change in such warning or advice, inclement weather, snow or icy conditions or conditions that are otherwise likely to be hazardous or dangerous or due to any other adverse or threatening conditions whether political or military or terrorist or otherwise or in the case of any real or perceived health risk (including COVID, SARS or bird flu), or if, in the absolute discretion of ME, there is a likelihood of any such event occurring which may impact upon the safety of the participants, or if an act or omission of a third party prevents the tour or the aspect of the tour being undertaken in accordance with your booking or for any other reason considered necessary by ME.

11. Significant alterations to essential terms

11.1 Most of these changes will be minor, and where changes are minor and in such cases, you may seek to switch, transfer or cancel your tour in accordance with Conditions 2, 3 and 5 respectively.

11.2 If there is a significant alteration to an essential term (and this depends upon the nature of the tour and must take into account that adventure holidays require participants to be flexible) then ME shall advise you as soon as possible.

11.3 If there is a significant alteration to an essential term (or if the tour is cancelled by ME) you may either:

- 11.3.1 accept the changes to the tour and proceed with the tour (provided it has not been cancelled);
- 11.3.2 if ME is able to offer such an option, accept a replacement tour of equivalent or higher price and/ or standard;
- 11.3.3 if ME is able to offer such an option, accept a replacement tour of a lower price and/or standard, in which case ME shall refund you the difference in price if ME is able to recover such monies; or
- 11.3.4 ME shall refund you all monies paid under the contract.

11.4 Other than as set out in this Condition 11, you will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage (either direct or consequential) or for any loss of time or inconvenience which may result from such change, modification, cancellation, postponement or delay (including but not limited to visa costs, passport costs, vaccination charges, equipment purchases, airfares, airport and airline taxes).

12. Itineraries and brochures

12.1 Itineraries and other details, including minimum operating numbers, are published in good faith as statements of intention only and reasonable changes in the itinerary and related items may be made where deemed necessary or advisable by ME.

12.2 The information contained in ME's brochures, itineraries, and website is, to the best of ME's belief, correct at the date of publishing.

13. Insurance

13.1 It is a condition of booking a tour with ME that before you travel with ME, you must take out a policy of travel insurance which is acceptable to ME.

13.2 To be acceptable to ME, a policy of travel insurance must:

- 13.2.1 be valid for the entire duration of the tour; and
- 13.2.2 cover you for illness, injury, death, loss of baggage and personal items, cancellation, curtailment, emergency rescue and repatriation.

13.3 You agree that it is your responsibility to check the adequacy and validity of any insurance policy effected by or on your behalf and you must provide evidence to ME that you have obtained personal travel insurance and your policy number, name of your insurance company and contact information.

13.4 You agree it is your responsibility to have cover for any pre-existing medical conditions if applicable and should you not be able to get cover for a certain condition, then you agree to cover any costs associated with repatriation or emergency health care whilst on a ME tour.

13.5 Personal travel insurance is not included in the tour price.

14. Passports, visas or vaccinations required for travel

14.1 Your passport must be valid for at least 6 months after the date of your return.

14.2 It is your responsibility to obtain a passport, proper identification or proof of citizenship as required by the authorities of the destination to which you are travelling. You will not be entitled to a refund if you are denied boarding or entry on any basis, including improper documentation (i.e. visas) or failure to provide information.

14.3 It is entirely your responsibility to obtain the relevant medical advice and vaccinations and make all other necessary preliminary arrangements including compliance with visa requirements, and we accept no responsibility whatsoever in the event that these matters are not dealt with prior to departure.

14.4 Full and correct passport information is required when a booking is submitted to us in order that we can obtain necessary tickets, permits and visas on your behalf. If you do not supply the appropriate and correct

information when you make your booking, we will not be able to make the necessary bookings on your behalf and cannot be held responsible.

15. Airlines and other transport providers

15.1 Any flights or other transport forming part of the tour arrangements are subject to the terms and conditions of the carrying airline or other transport entity, which in most cases limits the airlines' or other transport entity's liability to passengers in accordance with applicable international law and conventions.

15.2 The liability of ME, any airline or other transport provider is limited so far as possible by the following conventions: *Warsaw Convention* 1929, as amended by the *Hague Protocol* and *Montreal Protocol* in relation to air travel; or *Montreal Convention* 1999; the *Berne Convention* for rail travel 1980; *Athens Convention* 1974 for carriage by sea; and the *Geneva Convention* for carriage by road 1978.

16. Tour price revisions

16.1 The price of the tour may be revised upwards or downwards to reflect changes to:

- 16.1.1 transportation costs (including fuel costs);
- 16.1.2 dues, taxes and fees and for services such as landing taxes or embarkation or disembarkation fees; and
- 16.1.3 the exchange rate applied to particular tours.

16.2 ME will absorb the first 2% of any price increases to your tour.

16.3 The most current prices will be listed in the Challenge Pack so you will be deemed to have agreed to these prices before booking.

16.4 In accordance with clause 16.1, ME reserves this right to modify tour prices up to 30 days prior to the departure date.

17. Exclusions from tour price

The items not included in the tour price include personal travel insurance; visa, passport and vaccination charges; departure, airport and airline taxes; meals, transport costs, accommodation costs, or other expenses not included in the itinerary; laundry, personal clothing; medical expenses; beverages and items of a personal nature; emergency evacuation and/or emergency search charges; additional expenses caused by delay, accidents or disruption of planned itineraries; tips; excess baggage charges.

18. Force majeure

If ME is prevented (directly or indirectly) from performing any of its obligations under this agreement by reason of adverse weather conditions, strikes, trade disputes, fire, breakdowns, interruption of transport, government or political action, acts of war or terrorism, acts or omissions of a third party or for any other cause whatsoever outside ME's reasonable control, ME will be under no liability whatsoever to you and may, at its option, by written notice to you either cancel the tour or take any other action as specified in Condition 11.

19. Assumption of risk

19.1 You acknowledge and agree that:

- 19.1.1 by the very nature of adventure travel and trekking holidays, they are more challenging and demanding with a commensurately higher level of risk compared with conventional holidays;
- 19.1.2 the additional dangers and risks associated with adventure travel may include difficult and dangerous terrain; high altitude; extremes of weather, including sudden and unexpected changes; political instability; remoteness from normal medical services and from communications; and evacuation difficulties in the event of illness or injury;
- 19.1.3 the enjoyment and excitement of adventure travel is derived in part from the inherent dangers and risks associated with adventure travel and that those inherent dangers and risks are a reason why you wish to undertake the adventure tour;
- 19.1.4 the very nature of the adventure travel undertaken by you may require considerable flexibility on your part, necessitating alternative arrangements to be made to the itinerary at short notice; and
- 19.1.5 you have submitted your booking for the tour after giving due consideration to relevant travel information including any information or advice issued by the Foreign Office of the country named in your passport with which you are traveling for the purpose of this tour and that it is your responsibility to acquaint yourself with that information or advice.

For the above reasons you therefore accept the inherent and increased dangers and risks associated with the proposed tour and the accompanying risk of injury, death or property damage or loss.

20. Limitation of Liability

20.1 Our obligations, and those of our suppliers providing any service or facility included in your holiday, are to take reasonable skill and care to arrange for the provision of such services and facilities.

20.2 You must show that reasonable skill and care has not been used if you wish to make any claim. Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that your holiday may involve. Sometimes these standards will be lower than those which would be expected in the UK. The services and facilities included in your holiday will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply.

20.3 You understand that we will not be liable where any failure in the performance of the contract is due to:

- 20.3.1 you;
- 20.3.2 a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable;
- 20.3.3 unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or
- 20.3.4 an event which we or our suppliers, even with all due care, could not foresee or forestall.

20.5 You acknowledge and agree that:

20.5.1 to the fullest extent permitted by law and unless caused by the negligent or reckless conduct of ME, ME will not be liable for any claims, actions, loss or damage arising out of personal injury or death, or property damage, loss of service including consequential, exemplary or punitive damages which may arise in connection with your participation in any tour; and

20.5.2 ME will not be liable for any breach of any law by any person with whom you travel on the tour; and 20.5.3 you may not rely on any

representations concerning the tour made by ME which are not contained in these conditions.

21. Release and discharge from all claims

To the extent permitted by law, by accepting the additional inherent dangers and risks associated with the tour, you release, waive and discharge all CNCF and MEME representatives (including our ground operators in the country/countries in which your tour will take place) from all claims, actions or losses for personal injury or death, property damage, loss of services, loss of profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise: out of or occur during your travel in connection with the tour or any activities conducted in conjunction with the tour unless caused by the reckless conduct of ME representatives; or in connection with any optional activities which you may undertake during the course of your tour but which do not comprise part of your tour itinerary and you accept that any assistance given to you by Mongolia Expedition representatives in arranging such optional activities will not render the ME representatives liable to you in any way.

22. General

22.1 **Waiver:** A party will not be deemed to have waived any of its rights or remedies under these conditions or at law by allowing any time or indulgence or by not exercising any right or remedy arising out of any default by the other party.

22.2 **Severance of conditions:** If any part of any condition is illegal, unenforceable, or invalid, it is to be treated as removed from these conditions, however, the remainder of these conditions are not altered.

22.3 **Land only clients:** In respect of land-only clients our responsibility does not commence until you have met our representative at the appointed time at the designated meeting point. If you fail to arrive there at the appointed time, we shall not be responsible for any additional expenses incurred by you in order to meet up with the group.

22.4 **Privacy:** You permit ME to collect personal information from you, or from your medical practitioner, regarding your health and medical condition. You acknowledge that this personal information may be disclosed to ME representatives in order to ensure your safety and well-being but will not be used by them for any other purpose.

22.5 Your financial protection:

22.6 **Data Protection:** ME takes responsibility for ensuring that proper security measures are in place to protect your information. When you make a booking, you consent to information you provide being passed on to our suppliers and your leader. Marketing information will be sent to you via email, but you may opt out if you do not wish to continue receiving this material. Full details of our privacy policy are available on the ME website. Any likeness or image of you secured or taken on any of our trips in accordance with our privacy policy, may be used by the company without charge in all media for bona fide promotional materials of any kind, such as brochures, website slides, video shows and the internet.

22.7 **Image Use:** By signing these terms and conditions you certify that your image may be used without charge by ME and CNCF for promotional purposes including but not limited to the website, printed promotional items and promotional presentations, unless you notify us in writing that you do not wish to have your image to be used for these purposes.

22.8 **Law and Jurisdiction:** These conditions (including all matters arising from them) are subject to Mongolian law and the exclusive jurisdiction of Mongolian courts.