Zavkhan Trekking Booking Conditions 2021

Covid-19 Update: For the 2021 season we have relaxed our booking conditions to reflect the heightened uncertainty in international travel, and your likely inability to insure against Covid-related travel losses. In particular cancellation fees are now exempt if resulting from lockdown, and discretionary issuing of a credit if you need to cancel for other Covid-related reasons.

For a range of specific scenarios of the type 'what happens if the Mongolian border closes 2 weeks before departure, due to Covid-19', please see our <u>Booking Scenarios</u>.

1. The Contract

1.1. These conditions form the contract between Zavkhan Trekking Ltd and you, the client. By participating in a trip with us, you are agreeing to these conditions.

2. Deposits and Balance Payments

- 2.1. In order to hold your place on a trip, we require a 20% deposit.
- 2.2. The balance is due 60 days prior to departure, when the trip is confirmed (see 4.1).

3. Cancellation - By You

- 3.1. If you cancel your booking, the following charges will apply
 - 3.1.1. Greater than 60 days before departure: loss of deposit
 - 3.1.2. 30 to 59 days before departure: 50% of trip cost
 - 3.1.3. Less than 30 days before departure: 100%
- 3.2. If you are unable to join your booked trip due to government imposed travel restrictions (Covid-19 lockdown in your home country) we will waive the above charges, and hold your deposit, and balance if paid, as a credit to use toward a future trip (see 5.2).
 - 3.2.1. Any request for exemption to our standard cancellation charges must be received a minimum of 10 days before the trip departure date.
 - 3.2.2. Cancellation by you for any other reason will incur the cancellation charges above, unless exempted at our discretion.

4. Cancellation - By Us

- 4.1. For a trip to proceed, it must reach a minimum number of bookings, as determined by us, and be operationally possible, 60 days prior to departure. If the trip cannot be confirmed, we will notify you at this point, and you will have the option of a full refund of your deposit, or a credit toward an alternative trip.
- 4.2. If subsequent to the trip being confirmed, it no longer meets the criteria for confirmation, we will notify you as soon as possible, and you will have the option

of a full refund of the trip cost, or a credit toward an alternative trip.

4.3. We will not be liable to pay compensation beyond a full refund.

5. Refunds and Credits

- 5.1. In the event of cancellation by you, we may, at our discretion, offer a credit toward an alternative trip, where our Booking Conditions do not otherwise specify a refund.
- 5.2. Where a credit is given, it is non-refundable and must be applied toward a trip departing within two years of the end of the current season.

6. Client's Responsibilities

- 6.1. You are responsible for ensuring you have a valid passport, visa, appropriate vaccinations, required health tests if any, and personal travel insurance. Your travel insurance must cover you for medical emergencies including rescue and repatriation, and not be subject to exclusions for horse riding.
- 6.2. You are expected to conduct yourself in such a way as to respect the customs and laws of the country; if not you will be responsible for any incurred costs.
- 6.3. You must conform with any local requirements around Covid-19 that may be required, such as wearing a mask, or installing a tracking app on your phone.
- 6.4. We welcome input from you in daily decision making during the trip, however the final authority of the trip leader must be respected.

7. Illness or Disability

7.1. At the time of booking you are required to inform us of any known illness or disability that may affect your trip, and any ongoing medical treatment.

8. Age and Weight

- 8.1. There is no upper age limit, but you must satisfy yourself that you are fully capable of completing the trip.
- 8.2. For riding trips, the weight limit at the time of departure is 100kg (220 pounds). If you weigh more than this, please talk to us. It is not necessarily a problem if you are fit and active.

9. Alterations to the itinerary

- 9.1. If it becomes necessary to make changes to the itinerary prior to departure, we will inform you, and if the change is significant you may cancel your booking within 7 days and receive a full refund.
- 9.2. In the case of a situation arising which is outside our control (force majeure, including but not limited to events such as civil unrest, natural disaster, terrorist activity or threat of war) we may need to change the itinerary; we will not be held liable or be required to pay compensation in such circumstances.

10. Website accuracy

10.1. Due to the nature of travel in developing countries, the trip plans as outlined on our website should be seen as a statement of intent rather than a contractual obligation. While we endeavour to follow the plan as stated, a degree of patience and flexibility is required.

11. Risk involved

11.1. It is important to remember that we are offering a serious wilderness trekking experience, which carries an inherent level of risk. While we endeavour to minimise this risk, we cannot be held responsible for injuries sustained through no fault of ours. In the unlikely event of an injury we will do all that is necessary to assist you.