



Take Nothing but Pictures, Leave Nothing but Footprints.

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Limited Liability Company hereafter called "TrekMongolia Ltd"
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Dear participant,

The following regulations establish the relationship between you, the participant, and TrekMongolia Ltd, the travel organiser. Please read the following regulations with care because your knowledge of them will later be assumed.

Conditions of travel and contract

1. Contract

A contract is established between the participant and TrekMongolia Ltd once TrekMongolia Ltd has received the signed registration form. The parties of this contract are: travel organiser (TrekMongolia Ltd) and participant (appropriate to the registration form). The following conditions are always part of this contract.

2. Registration, Confirmation, Payment

Once the travel confirmation is received, the following deposit must be paid immediately: For a definite reservation TrekMongolia Ltd requires a deposit of EUR 550,- per person. The remainder of the payment must be paid within 30 days of the date of the invoice.

3. Booking changes or cancellations of the journey by the participant

3.1 In case of name changes, naming of a replacement participant, change of travel dates or other booked detail up to 90 days before the date of departure, TrekMongolia Ltd will charge a handling fee of between CHF 60,- and CHF 120,- per person in addition to telephone and fax expenses. After this time the cancellation conditions of paragraph 3.2 apply. Handling charges are not covered by the cancellation cost insurance.

3.2 In case of the cancellation of the journey by the participant up to 90 days before the date of departure, TrekMongolia Ltd will charge a handling fee of between CHF 60,- and CHF 120,- per person in addition to telephone and fax expenses. Handling charges are not covered by the cancellation cost insurance.

If the participant cancels the journey less than 90 days before the date of departure, in addition to the handling charges, TrekMongolia Ltd will also charge the following percentage of the overall cost of the journey. This can be covered by the compulsory cancellation insurance provided the cancellation is due to exceptional circumstances (see insurance).

90 - 60 days before the date of departure	10%
59 - 30 days before the date of departure	30%
29 - 15 days before the date of departure	50%
14 - 1 days before the date of departure	80%
less than 24 hours or in case of failure to appear	100%

3.3 Should the registered letter arrive at TrekMongolia Ltd on a weekend or on a local holiday, the next working day will be used to calculate the above time periods.

4. Flights

All flights are booked in economy class. Refreshments and meals are served on board. TrekMongolia Ltd and the selected flight companies explicitly reserve the right to change flight itineraries, use other than the stated aeroplane types and use other flight companies than the ones indicated. **A change of aircraft or flight company does not lead to a change of programme.**

Airport tax is not included in the price of the journey.

5. Change of programme or price

5.1 Changes before completion of the contract

TrekMongolia Ltd explicitly reserves the right to change prices and service descriptions before your booking. If this is the case, TrekMongolia Ltd will inform you about these changes before completion of the contract.

5.2 Change of prices after the completion of the contract

Should exceptional circumstances occur, the agreed price may have to be increased. Reasons for an increase in price are:

- a) an increase of transportation costs (inclusive fuel surcharge);
- b) newly introduced or increased state contributions and fees (e.g. airport tax, landing fees, loading and unloading charges, handling fees, etc.);
- c) changes in the exchange rate;
- d) state decreed price increase (e.g. VAT).

Increase of the journey costs can be passed on to the participant. The price of the journey will increase accordingly.

Any increase of price will be made by TrekMongolia Ltd no later than 22 days before the date of departure. If the price increase is more than 10% you are entitled to the rights stated in paragraph 5.4.

5.3 Change of programme, changes in transportation after your booking and before the date of departure

TrekMongolia Ltd reserves the right, also in the participant's interest, to change the programme of the journey or individual agreed details (e.g. accommodation, means of transport, airline company, flight times, etc.) if exceptional or unavoidable circumstances make this necessary. TrekMongolia Ltd will try to offer the participant equivalent replacements. TrekMongolia Ltd will inform the participant as quickly as possible about such changes and their effects on the price.

5.4 Your rights, if the price of the journey is increased or if there are changes in the programme or the transportation after completion of the contract

Should a change in programme or any agreed individual details affect an essential point of the contract or should the price increase be more than 10% the participant is entitled to the following rights:

- a) the participant can accept the change in contract;
- b) the participant can withdraw from the contract, in writing (registered mail), within 5 days of receiving notice from TrekMongolia Ltd. TrekMongolia Ltd will refund you the money you have already paid.

If this right (b) is not exercised, the participant accepts the increase in price, change of programme or individual agreed detail. By posting your notice on the 5th day at any post office you are within the 5 day deadline.

6. Small groups

The maximum number of participants may not exceed 8 – 10 people.

7. Cancellation of the journey by TrekMongolia Ltd

In case of circumstances beyond our control or influence (higher power), unrest, strikes, state intervention, epidemics, etc. or other conditions that do not allow a safe journey resulting in cancellation, TrekMongolia Ltd will inform you as quickly as possible. TrekMongolia Ltd will refund the money you have already paid. Any further demands from the participant are not acceptable.

8. Change of programme, cancellation of services during the journey

Should changes of programme occur during the journey, TrekMongolia Ltd will try to offer equivalent replacement or an alternative. Should this programme be objectively of lesser value, TrekMongolia Ltd will refund you the difference.

Should unforeseen events lead to a necessary change in programme and thus to extra cost without it being the fault of TrekMongolia Ltd or should no equivalent replacement service or no equivalent means of transport be organised, the participant will be charged the extra cost should the means of this charge seem objectively to the advantage of the participant.

The participant only has the right to withdraw from the contract during the journey if a major part of the agreed details are not provided, no equivalent alternatives can be offered or if the participant has good reasons to reject replacement services.

9. Abandoning of the journey by the participant

If the participant breaks off the journey, TrekMongolia Ltd cannot refund the price. Possible extra costs (e.g. return transport) will be chargeable to the returning participant. Should it be absolutely necessary to break off the journey (e.g. illness, accident etc.), TrekMongolia Ltd will help organise the participant's return journey.

10. Abandoning of the journey by TrekMongolia Ltd

Should circumstances beyond our control or influence (higher power), natural catastrophes, civil unrest, wars, strikes, epidemics, etc. force TrekMongolia Ltd to abandon the journey, TrekMongolia Ltd will refund you the objective value of the services forgone.

11. Insurance

The participant must prove to be in possession of the following insurance:

- **Health and accident insurance**
- **Cancellation cost insurance, SOS protection, return journey insurance**

12. Liability of TrekMongolia Ltd and complaints

TrekMongolia Ltd is liable to fulfil the contract no matter if TrekMongolia Ltd or other organisation are responsible for the undertaking of agreed services.

Should you have any complaints during the journey you must inform TrekMongolia Ltd about these. TrekMongolia Ltd will try to rectify these insufficiencies. In any case, the demands for replacement services must be made no later than 2 weeks before the agreed end of the journey, in written form, otherwise any claims for compensation will not be accepted. In any case the liability is limited to the price of the journey.

12.1 Limitations of liability and reasons for non-liability

12.1.1 Reasons for non-liability

TrekMongolia Ltd is not liable if for the following reasons the contract is not fulfilled properly, in case of non-fulfilment or in case of damage. TrekMongolia Ltd is not liable in case of:

- a) neglect on the part of the participant, before or during the journey;
- b) unforeseen or unpreventable neglect by a third party, responsible for agreed details;
- c) events beyond our control or influence (higher power) which TrekMongolia Ltd, or a third party offering an agreed service, could not foresee or prevent despite the utmost care.

In these cases claims for compensation are not accepted.

12.1.2 Injury to persons, accidents etc.

TrekMongolia Ltd is only liable for injuries to persons, death, bodily harm etc. if non-fulfilment of the contract or the partial fulfilment are the fault of TrekMongolia Ltd or a third party offering an agreed detail.

12.1.3 Other damages (damage to property and wealth)

For other damages the contractual liability is limited to twice the price of the journey. In case of bad negligence or deliberate damages by the participant, TrekMongolia Ltd is not liable.

12.1.4 Valuables, cash, jewellery, credit cards etc.

TrekMongolia Ltd draws your attention to the fact that you are solely responsible for the safe keeping of all valuables, cash, jewellery, credit cards, photo and video equipment. These items are to be kept in the hotel safe. Do not leave anything unattended. In case of theft, loss or damage TrekMongolia Ltd is not liable.

12.1.5 Flight and ship schedules

Despite a careful organisation of the journey, TrekMongolia Ltd cannot guarantee the flight or ship schedules. Because of accidents, congestion of airspace, delayed border controls etc. delays are possible. In all these cases TrekMongolia Ltd is not liable. TrekMongolia Ltd advises you to take into account possible delays.

13. Entry, visa and health regulations

It is the duty of TrekMongolia Ltd to inform the participant of the above regulations. Once TrekMongolia Ltd has fulfilled this duty it is the participant's responsibility to keep to the regulations of entry, visa, health and currency. TrekMongolia Ltd will help but the participant will be charged the cost of the visa .

Check in good time that you have all your documents. Check the day you leave that you are carrying all the necessary documents on you. Should the participant be unable to make the journey or should entry into the country be denied because of missing documents or documents issued too late, the participant must pay the extra cost. These circumstances do not release you from the contract, except in the case of proven negligence or fault by TrekMongolia Ltd.

14. Single rooms

There is no guarantee of a single room but TrekMongolia Ltd will try, where it is possible, to organise a single room if you have explicitly noted this on your registration. The prices of this journey are calculated per person in an accommodation with twin rooms in a middleclass hotel in Ulaan Baatar or in a traditional Ger (3 beds) at camp Toilogt. The additional cost of a single room will either be charged separately before the journey or the money will be collected during the journey.

The court of jurisdiction is Murten/Switzerland, Swiss law is applied.

With my signature I confirm that I have read these conditions of travel and contract.

Note Participants under the age of 18 need the signature of their parents or guardian.

TrekMongolia Ltd

The participant

Mireille Wolff-Musy

Christian Wolff

Faug, 01.01.2008

Place, Date _____