



The following booking conditions set out the terms on which you contract with us, Motor Brothers Mongolia LLC. All information provided on our website [motorbrothers.mn](http://motorbrothers.mn) is to the best of our knowledge, correct at the time of publication. We will advise you of any changes that are important to the contract or which we believe will affect your pleasure of the service. Please advise us if there is any requirement, which you believe is relevant to your tour so that we can provide you with the latest information at the time of booking.

In these booking conditions, “you” and “your” means all persons named on the booking (including anyone who is added or substituted at a later date). “We”, “us” and “our” means Motor Brothers Mongolia LLC

#### 1. **BOOKING**

1. You must be at least 18 years old and have a valid driver license to make a booking. A contract is made when we accept your booking and send you our written confirmation and invoice. If we cannot accept the booking, any money paid will be promptly refunded.
2. We will store and use the personal data supplied by you as part of your booking form for the purposes of fulfilling the contract between us. We will never pass on your information to third parties.

#### 2. **PAYMENTS**

1. We require a deposit of about 50% of the estimated total in order to be able to confirm the service.
2. Final payment is due two weeks prior to arrival.
3. Should the final payment fail to be settled by set date we are entitled to treat your service as cancelled by you, in which case the cancellation policy shown in clause 3 will apply.
4. Account information will be sent to you at time of booking, with the invoice, in order to make the necessary bank transfer to the MOTOR BROTHERS MONGOLIA LLC bank account.
5. Credit cards & Debit cards: Visa and MasterCard accepted. Online bookings require a payment of the full amount. Our tours may be purchased through the booking system online on [motorbrothers.mn](http://motorbrothers.mn)

#### 3. **CANCELLATION BY CLIENT**

1. Should the final payment not be processed by set date, or if you cancel your order, you will be liable to pay any losses that we have incurred in organizing your service up to the point of cancellation, or in the case of failure to settle the final payment.
2. Should you need to cancel your booking, you must notify that to us as soon as possible, and you must also obtain written confirmation by us of having received such cancellation (which we will provide immediately). Cancellation charges apply, as seen below. These are calculated in reference to the date when we receive written notice of cancellation, or the date of implied cancellation due to an unsettled final payment.
3. **Cancellation Policy – for Motor brothers Mongolia tours**
  1. More than 60 days: 100% of the deposit is refunded
  2. 60-22 days: 50% of the deposit is refunded
  3. 21-15 days: 25% of the deposit is refunded
  4. 14-0 days: no refund

#### 4. **CANCELLATION & VARIATIONS BY US**

1. We start planning the services we offer many months in advance. For your own safety, Motor Brothers Mongolia LLC reserves the right to adjust or make minimal updates to tours according to weather and road conditions.

2. Services to remote and in some cases, underdeveloped areas of Mongolia carry the risk that some of the service is subject to alterations beyond our control, sometimes at short notice.
3. Whilst we always endeavor to avoid changes and cancellations, we must reserve the right to do so. Most alterations are minor and may imply the choice of suitable vehicle for a particular route and weather conditions, updated departure times.
4. Occasionally, we have to make a significant changes. If we have to make a significant change or cancel, we will inform you as soon as possible. If there is time to do so before departure, we will offer you the following options to choose from:
  1. Accepting the changed arrangements
  2. Purchasing an alternative route or tour from us, of a similar standard to that originally booked
  3. Cancelling, or accepting the cancellation, in which case you will receive a full and quick refund
5. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted when:
  1. We are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or
  2. We have to cancel because the minimum number of bookings necessary for us to operate your tour has not been reached (see above).
6. No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as not receiving payment on time) or where a change is a minor one.
7. Very rarely, we may be forced by 'circumstances beyond our control' (see clause 5) to change or terminate your tour after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain these from our suppliers, pay you any compensation or meet any costs or expenses you incur as a result).

#### **5. CIRCUMSTANCES BEYOND OUR CONTROL**

1. Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of 'circumstances beyond our control'.
2. In these booking conditions, 'circumstances beyond our control' means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include actual or threatened war, riot, civil strife, terrorist activity and its consequences (including suspected terrorist activity and all action taken during any "terror alert"), industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control. This list is not exhaustive.

#### **6. REFUNDS POLICY**

1. Refunds will be processed in the form of payment used at the time of booking. This will be made payable to the person who made the original payment.
2. The time the refund takes will depend on the form of payment. We will endeavor to refund all credit card payments, once approved within 48 hours.

#### **7. OWN ARRANGEMENTS**

1. We cannot be held liable or responsible for any elements of your service which are considered "own arrangements" and that are not included in our service. We recommend that sufficient and appropriate insurance is therefore obtained.

#### **8. VARIATION BY YOU**

1. If damage is caused to the vehicles as the result of driving you will be responsible for the cost of ALL damages.
2. You are responsible for your own personal travel insurance with repatriation and acknowledges the inherent risk and dangers of the tour



3. The vehicle allocated to you is your responsibility until it is returned at the end of the tour.
4. You have to report the status of your vehicle in case of some of the damages on your vehicle to the group leader or to the mechanic.
5. You are fully responsible for the company camping equipment and your own stuff during the tour.
6. You have to drive very carefully on off-road and always pay attention to the advice of the group leader vehicle.
7. Get informed about visa applications for Mongolia and flights to Ulaan-Baatar city.

**9. OUR RESPONSIBILITY**

1. We make every effort to ensure that the service arrangements we have agreed to provide as part of our contract with you are delivered with reasonable skill and care.
2. We will monitor and control the performance of your driving skills and judge your performance against the standards.
3. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).
4. We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: a) the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or b) the act(s) and/or omission(s) of a third party not connected with the provision of your service and which were unforeseeable or unavoidable or c) 'circumstances beyond our control' as defined in clause 6 above.
5. Please note we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract. In addition, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers or (3) arises out of use of our services for special projects or research whether in connection with study, employment or otherwise or (4) is connected with any business.

**10. TRAVEL DELAY**

1. Should delays due to weather conditions disrupt your itinerary, then additional costs may be incurred and these would be the responsibility of you the client.

**11. INSURANCE**

1. It is a condition of booking with us that you obtain adequate travel insurance.

**12. TOUR CHANGES DUE TO BAD WEATHER OR CONDITIONS**

1. All day and multi-day tours are dependent on weather and conditions in the areas we travel through. Motor Brothers Mongolia LLC reserves the right to change, re-schedule or cancel tours if conditions are a threat to the safety of its travelers.

**13. DISAGREEMENTS**

1. Motor Brothers Mongolia LLC is an Mongolian tour operator, authorized by the Ministry of Nature, Environment and Tourism. Should any disagreement arise, this will be settled in Mongolia, according to Mongolian law.