

## 2023/2024 TERMS&CONDITIONS NOMADIC OFF-ROAD



**NOMADIC OFF-ROAD LLC** (hereinafter referred to as 'the Company') accepts clients, and any accompanying 4x4 passengers (hereinafter referred to collectively as 'the Client') subject to the following conditions:

### 1. BOOKING AND PAYMENTS

- 1.1 The client agrees to pay 30% of the total value of the tour at the time of the booking to reserve his seat.
- 1.2 The seat / tour is reserved and blocked once we receive the down payment.
- 1.3 If the tour is scheduled to start within sixteen (16) weeks or less at the time of the booking, 100% payment of the tour is required.
- 1.4 All bank charges for international transfers are to be paid fully by the client.
- 1.5 The outstanding balance of the total cost for the tour must reach our account no later than TEN (10) weeks before the scheduled tour starting date.
- 1.6 All account information will be sent to you at time of booking together with the invoice.
- 1.7 All payments shall be done in Euros (€).
- 1.8 Unless the client purchases the bike protection plan (see below), each client will pay a security deposit of €400 before the start of the tour to cover eventual damages to the bike or loss/damage of any other gear provided. This amount will be fully refunded right after the tour.
- 1.9 **Bike Protection Plan.** We offer an in-house insurance policy for eventual bike damages. For an additional €190 (non-refundable), all bike damages up until a value of €1000 are fully covered. Should the rider purchase the protection plan there is no need for an additional security deposit payment.

### 2. CANCELLATION & LICENSES + INTERNATIONAL VISA

**All clients are advised to purchase a travel insurance in advance, (at the time of their booking!), to cover their costs in case they need to cancel the trip for whatever reason at a later stage.**

The following refund terms apply for full payments received:

- 12 weeks before departure or earlier - 90% refund.
- 8 - 11 weeks before departure by Client - 30% refund.
- 5 - 7 weeks before departure by Client - 20% refund.
- 0 - 5 weeks before departure by Client - no refund.

Down-payments made are non-refundable for cancellations reaching us less than six months prior to the tour. In case of 'force majeure' circumstance we will however credit payments made to be used at a later stage. Those need to be used within 24 months after the initial tour date.

- 2.1 Any sort of cancellation must be submitted in written via email.
- 2.2 The client confirms to be in possession of a motorbike driving-license and /or have the necessary experience of riding an enduro bike.
- 2.3 Only the client recognized and accepted by the Company may drive the motorbike.
- 2.4 All fines, judicial costs, etc., derived from any form of traffic infraction or other, which are against the motorbike, the Company or the client, and caused by the client during the period of this contract, will be payable by the client except when caused by the Company.
  
- 2.5 If the client fails to arrive at the specified time and date of the tour, then Nomadic Off-Road shall not be liable to refund the amount paid by you and/or for a repeat tour.
- 2.6 If a client is not arriving to Ulaanbaatar on time to start the tour, extra charges of approx. 400€ will apply to guarantee his transport (rider & bike) to the rest of the team in the countryside through a private driver.
  
- 2.7 If a client or the entire group of riders decide to abort a tour for whatever reason and switch from the initial plan, additional transport charges to return the bikes to Ulaanbaatar will apply. Those charges shall not exceed €500.
  
- 2.8 The client is responsible to arrange his visa on his own ahead of time. Normally the best timeframe is between 6-8 weeks prior to the trip. Should a client fail to arrange his visa and not be able to board his plane to Mongolia or is not allowed to enter the country (Mongolia), the company will not be obliged to refund any tour expenses.

### **3. RESPONSABLE DRIVING & LIABILITY, HEALTH**

- 3.1 If damage is caused as the result of doing any of motorcycle stunts the client will be responsible for the cost of ALL damages.
- 3.2 Each participant accepts the risks and dangers that are present during any travel on motorcycles or other motor vehicles. These include but are not limited to travel over/through hilly or mountainous terrain, areas that have fallen timber, branches, stones, roots or other obstacles, hazards on any roads travelled, steep slopes or unstable ground that may cause a fall also, travel through snow, glaciers, canyons, crevasses, streams, rivers, lakes, or confrontations with weather, wild or dangerous animals, various health problems caused by extreme sun or heat, insect bites, fatigue, stress, dehydration, exertion, or high altitude due to lack of fitness.
- 3.3 The Mongolian government has a zero tolerance law in relation to alcohol. **DO NOT DRINK** excessively the night before the start of the first tour day while still in Ulaanbaatar. Police in Ulaanbaatar are particularly vigilant and may seize the motorbike if the driver gives a positive alcohol reading.
- 3.4 The client confirms that he/she has no health conditions that might put yourself or others at risk. If in any doubt, medical advice must be obtained in advance.
- 3.5 The bike allocated to you is your responsibility until it is returned at the end of the tour. You must not allow local people to sit on it or ride it.
- 3.6 The gear provided to you is your responsibility and you should always keep track of all items. Ideally always keep them in a net provided to you at the beginning of the tour. All lost items will have to be charged from your deposit.

- 3.7 No rider is allowed to start the engine and drive on his own at any time except the tour leader asks him to do so or provides permission to do so in advance.
- 3.8 No rider is allowed to ride on his own without having the GO from the tour leader, specifically when in the sand dunes of the Gobi Desert to no get lost!

### **3.9 THE CLIENT UNDERSTANDS THAT**

- a) He/she is responsible for his/her own personal insurance with repatriation and acknowledges the inherent risk and dangers of the tour.
- b) Will travel entirely at his/her own risk.
- c) Neither the Company, its agents, or any other person assisting with them, is liable for any personal loss, injury, accident, damage, delay or inconvenience, whether caused by acts of the Company, its agents or events outside the Company's control (e.g. strikes, mechanical breakdown, weather etc.).
- d) Due to the nature of the tour, no responsibility can be accepted by the Company for any damage, loss, or accident to a client's bike or other property.
- e) If the Client leaves the tour voluntarily before completion of the tour, or is required to do so by a Company representative, then all liability that the Company may bear to that client will cease immediately. The Company will have no responsibility for repatriation or any other expenses incurred by the client which may arise out of such an event.

3.4 The Company reserves the right to change dates or cancel a tour. If a tour is cancelled by the Company, any payments already received will be refunded in full.

3.5 The client will comply strictly with the laws and customs of Mongolia, whether in respect of health, immigration, exchange control, drugs, or any other matter.

3.6 All distances and information quoted in our itineraries are approximates. These are meant as a rough guide and can vary if there is a change of route. At all times we will try to maintain this itinerary but due to climatic conditions or availability of accommodation the company might have to alter parts of it.

### **4. JURISDICTION**

Any dispute that may arise between the client and the Company will be dealt with under Mongolian jurisdiction.

### **5. AMENDMENT AND MODIFICATIONS**

Nomadic Off-Road may at any time modify these Terms and Conditions. Nomadic Off-Road will take reasonable steps to bring these changes to your attention if applicable.

If case you have any questions or suggestions please feel free to email us:  
[info@nomadicoffroad.mn](mailto:info@nomadicoffroad.mn)