



Cuba Travel Services*

Terms and Conditions

Cuba Travel Services (CTS) Registration and Program Deposits and Payments:

Land Tour Registration and Payment: Once the traveler pays for the tour in full or makes an initial travel deposit they will be able to register for the tour. A minimum \$300.00 non-refundable tour deposit is required at the time of registration. Our registration process can be completed online or by contacting one of our agents during regular business hours. The remaining balance of the tour will be due 60 calendar days prior to departure. In the event the final tour payment is not received prior to the due date, the program registration is subject to cancellation and loss of deposit. If your booking is made within 60 days of travel, the full amount will be due at booking.

Flight Payment and Reservation Process: CTS program fee does not include domestic or international flight cost. Once flight payment has been received, CTS guarantees the service and cost (subject to terms and conditions of the indirect air carrier and charter participant agreement). Flight package and schedule is subject to change without notice unless confirmation has been received.

Tour package dates are not final until 90 days prior to travel. If at 90 days prior, the minimum of 14 RCI Members have not booked for the tour package, CTS shall, following written consultation with RCI, go back to the RCI Members to see if they want to book another tour and pay the difference in tour package price or cancel their booking with no penalty.

Trip Cancellation and Program Refunds: CTS reserves the right, in its sole discretion, to reject an individual at any time prior to departure, or to cancel the CTS PROGRAM in which a traveler is scheduled to participate. RCI reserves the right, in its sole discretion, to cancel the tour package if the minimum of 14 persons have not confirmed reservations on the tour. In the unlikely event of such a cancellation by CTS, or if a traveler has been rejected, the total amount paid to CTS (less airfare) will be refunded, unless the cancellation is due to non-payment of the PROGRAM fee and/or Flight Package by the PROGRAM fee's due date or is due to governmental action beyond CTS's control, in which case the amount refunded will be reduced to the extent CTS has incurred

expenses in organizing the PROGRAM. Other than such a refund, CTS will not be responsible to a traveler for any other refund, costs, interest, liability or damages of any kind.

If Traveler cancels for any reason, he or she must notify CTS in writing. The cancellation will be effective upon CTS receipt of the written notification to rcitours@CubaTourPlanner.com.

The \$300 deposit is non-refundable however the traveler may apply this deposit to another CTS program scheduled to depart within 180 days of the original scheduled start date, subject to space availability.

Cancellation Policy and Fees: For cancellations received 61 or more days prior to commencement of the CTS's services, a cancellation fee of \$300.00 per person will be retained. For any other cancellations received, the following per person cancellation fees apply:

60-30 days prior to commencement of services: 40% of total program price
29-15 days prior to commencement of services: 50% of total program price
14-07 days prior to commencement of services: 75% of total program price
07-00 days prior to commencement of services: 100% of total program price

Revision Fees: A minimum of \$50.00 per transaction will be charged for any alteration or revision made to a confirmed reservation. In addition to the revision fee, CTS will charge a Name Change fee of \$150.00 for changes made 30 days prior to the departure date. Name changes will not be allowed within 30 days of departure and regular cancellation fees will apply. A change of travel date or tour itinerary within 90 days of departure will be treated as a cancellation and a new booking and regular cancellation fees apply.

Insurance: Cuba Travel Services strongly recommends you purchase Trip Cancellation Insurance. This additional insurance can protect you against penalties. Please refer to our coverage information for detailed information. Cuban Medical Insurance will be provided with the purchase of your charter ticket and automatically included for anyone arriving to Cuba. Please visit www.asistur.cu for instructions on their coverage.

Flights to Cuba: Flights to Cuba are operated as public charters. Cuba Travel Services normally arranges public charters using Boeing 737-800 aircraft (operated by either American Airlines or Sun Jet Blue), but this is subject to change without notice. Cuba Travel Services is licensed and permitted by both the United States and the Cuban governments. Although flight times are normally stable and consistent, CTS encourages travelers to wait at least 14 days prior to their tour date to purchase domestic air. CTS, nor the charter company is responsible for any missed connections, delays or cancelled flights. Updated information on flight schedules can be found at www.CubaTravelServices.com, as well as baggage policies.

Passports and Travel Visas: All travelers are required to have a passport valid for six months after the return from Cuba. All foreign passport holders and U.S. residents are solely responsible for their legal immigration status and their ability to return into the United States. CTS cannot be held liable for anyone who is refused service by the Carrier Service Provider or entry into Cuba because of a restricted U.S. visa or Passport or denial of a visa by the Cuban government. If a traveler is

denied entry into Cuba for any immigration issue, all cancellation terms and conditions apply. In the event a traveler is refused entry to Cuba because of Visa or Passport issues or denial of a visa by the Cuban government, all applicable cancellation penalties may apply.

Cuban Born Travelers: If a traveler is born in Cuba, they should contact Cuba Travel Services at 1-800-963-2822 a minimum of 12 weeks prior to departure date for information on entry requirements, even if they are a US Citizen.

Age Restrictions: Travelers must be 18 years of age or older to register for this program.

Program Adjustments and Changes: Although CTS works diligently to operate the program as listed in our promotional material, due to the nature of the activities which often involve interactions with individuals; circumstances beyond our control may require us to deviate from the itinerary. CTS reserves the right to modify any program and if a traveler cancels due to these changes, all cancellation terms and conditions apply.

CTS may substitute hotels at any time if they deem the change is in the best interest of the travelers or is due to circumstances beyond CTS's control.

Certain visits, including but not limited to visits to museums or certain projects, may be disrupted due to local religious or state holidays, as well as other unforeseen activities.

Baggage While Traveling: Though CTS makes every effort to ensure the proper handling of your luggage while on tour, CTS is not responsible for loss, damage or breakage of your luggage, including theft or wear and tear caused during group handling. Also refer to airline luggage policies for checked bags as well as loss or damage if it were to occur.

Travelers Requiring Assistance: Any travelers with disabilities or special needs must report their medical condition to CTS at time of booking. CTS will make every effort in order to ensure the participation of the traveler, but do note that none of its employees or suppliers can assist passengers while on tour, and activities planned on the program may not always allow accessibility for travelers with disabilities. All travelers that need special assistance are required to travel with a qualified companion who can accommodate their special needs. Please note that ADA rules do not apply outside of the United States.

PLEASE SEND PAYMENTS TO:

RCI PROGRAMS
Cuba Travel Services
10833 Valley View Street, Suite 250
Cypress, CA 90630

Associations and Consumer Protection: Cuba Travel Services are members of USTOA, NTA, and IATA and provide the confidence and security provided therein.

OFAC Licensing Requirements: The traveler understands that travel transactions related to Cuba must be directly incident to one of the self-authorizing general license purposeful travel categories or travel authorized under the auspice of a specific license granted on a case-by-case basis. Under current US travel restrictions with respect to Cuba, travel-related transactions are prohibited except for certain categories & that purchasing and participating in this program, the traveler self-certifies that they qualify to travel under the Cuba Travel Services general license for People to People travel (515.565(b)). At time of booking, the traveler will receive all necessary forms to be filled out in accordance with the regulations. As a licensed authorized traveler, it is important that you keep a copy of your travel documents in your records for 5 years in case you should need to provide proof of your licensed travel.

Cuba Travel Services Limited Responsibilities: Neither Cuba Tour Planner, Cuba Travel Services Inc., its employees, shareholders, officers, directors, successors, agents and assignees (collectively CTS) nor RCI, LLC, its employees, shareholders, officers, directors, successors, agents and assignees (collectively RCI), own or operate any entity which is to or does provide goods or services for your trip. CTS purchases transportation (by aircraft, coach, train, vessel or otherwise), hotel and other lodging accommodations, restaurant, ground handling and other services from various independent suppliers. All such persons and entities are independent contractors. As a result, neither CTS nor RCI are liable for any negligent or willful act of any such person or entity or of any third person. In addition and without limitation, neither CTS nor RCI are responsible for any injury, financial or physical loss, death, inconvenience, delay or damage to personal property in connection with the provision of any goods or services whether resulting from but not limited to acts of God or force majeure, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or other failure of aircraft or other means of transportation or for failure of any transportation mechanism to arrive or depart on time. There are many inherent risks while traveling, which can lead to illness, injury, or even death. These risks are increased by the fact that these trips take place in remote locations, far from medical facilities. Guest assumes all such risks associated with participating in these trips. Because of the U.S. embargo on Cuba, you, as an authorized traveler under this general license, are personally responsible for complying with U.S. laws including, without limitation, restrictions regarding what may be brought to Cuba and what may be brought back.

State Department Travel Advisories: It is the responsibility of the guest to become informed about the most current travel advisories and warnings by referring to the U. S. State Department's travel website at travel.state.gov or by phone at 888 407 4747. In the event of an active State Department Travel Warning against travel to the specific destination location(s) of the trip, should the guest still choose to travel, notwithstanding any travel advisory or warning, the guest assumes all risk of personal injury, death or property damage that may arise out of the events like those advised or warned against.

Arbitration Agreement: Any controversy or claim arising out of or relating to these Terms and Conditions, to the limitation of liability as set forth above in the Cuba Travel Services Limited Responsibility clause, to the brochure, to any information relating in any way to the trip, to the trip itself, or to any products or services related to the trip, shall be settled solely and exclusively by binding arbitration in Los Angeles, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except that (a) in lieu of a personal appearance at arbitration, the arbitration may be conducted by telephonic means, (b) arbitration is the exclusive forum for dispute resolution (no court actions), and (c) except as otherwise provided by statute, each party shall bear its own costs and expenses and an equal share of the arbitrator and administrative fees.

Traveler's Representation: Traveler represents that neither he nor she nor anyone travelling with him or her has any physical or other condition or disability that could create a hazard to himself or herself or other members of the tour. CTS reserves the right to decline to accept anyone on a trip, and to remove from the trip, at his or her sole expense, anyone whose condition is such that he or she could create a hazard to himself or others, or otherwise impact the enjoyment of other guests on the trip.

Any payment to Cuba Tour Planner and/or Cuba Travel Services constitutes your acceptance of the Terms and Conditions set out herein and in more specific pre-departure guest documentation including the travel registration form, charter participant agreement or reservation form.

* Cuba Travel Services operates all Cuba Tour Planner and RCI programs to Cuba

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