



## TERMS AND CONDITIONS

**1. Contract with Viva Cuba LLC and Big Planet Adventures Pty Ltd.** The terms and conditions set forth below (the 'Terms') constitute the entire understanding and agreement between Viva Cuba, LLC Big Planet Adventures Pty Ltd (the 'Company') and the customer (the 'Customer') with respect to any and all bookings, trips or transactions made with the company. These Terms affect the Customer's rights and designate the applicable law and choice of forum for the resolution of any and all disputes. All persons wishing to make a booking must carefully read and understand the Terms. By making a booking by telephone, on our website, by email, or facsimile with the Company or its agents, you accept and are bound by these Terms. There is no verbal or written representation, warranty, collateral agreement, prior agreement, description of services, or conditions, other than as expressed herein. The service to be provided is/are the tour(s) referred to in the booking confirmation.

**2. Reservations / Acceptance of Booking.** To reserve a space on any trip, each Customer must submit: (1) A completed application form; (2) A deposit of US\$500 per person for our People-to-People package. The balance of the Trip Cost is due 60 days prior to departure. If a booking is made 60 days or less before the departure date, then the full amount is payable at the time the Customer's booking is confirmed. Acceptance of the Customer's booking must be confirmed in writing by the Company.

**3. Payments / Client Details.** Payments can be made by credit card, bank transfer, cash, check or by whatever means is acceptable by the booking agent. Payment by credit card usually incurs an additional 2 or 3% processing fee applied by the booking agents (depending on the agent's operating policy). All tour fees stated in these Terms are in US dollar amounts. If payments are not paid when due, the Company reserves the right to treat the reservation as cancelled. No one will be allowed to depart on a trip unless all payments and necessary documents have been received by the Company. In order for the Company to confirm and guarantee the Customer's travel arrangements, the customer must provide all customer details with their final payment as per the dates specified in (2) above.

**4. Single Supplement.** All accommodations (hotels, etc) are based on double occupancy. We will try to find roommates for single travelers to share accommodations. If no roommates are available then the Customer will be supplied with single accommodation with only \$100 single supplement fee. If at some stage during the tour the Customer wants single accommodations, the Customer can ask the tour leader to arrange this. If available, the tour leader will arrange this and the Customer can pay the difference in cost directly to the tour leader. There is no guarantee by Viva Cuba or Big Planet Adventures Pty Ltd that such accommodation will be always available.

**5. Cancellation by the Customer.** If the customer cancels, a cancellation fee may apply. Cancellations must be in writing, and the date on which the letter is received by the Company or its Agents, will determine the cancellation charges applicable.

- If made 61 or more days prior to the tour start date the cancellation fee is loss of full deposit.
- If made 31-60 days prior to tour start date, the fee is 50% of total 'Booking Value'.
- If 30 days or less prior to tour start date the fee is 100% of total 'Booking Value'.



**\*\* PLEASE NOTE:** Some extra services booked in conjunction with a tour may be non-refundable, such as flights, tourist cards, insurance, & some hotel reservations.

**6. Postponement by the Customer.** If for any unforeseen circumstances the customer wishes to postpone the tour booking and any related services the following rules may apply:

- If made 61 days or more prior to the tour departure date, the fee to postpone the tour is \$100 USD per person. The customer then may rebook anytime within 12 months of the original tour date.

- If made 60 days or less prior to the tour departure date, the postponement is treated as a cancellation and the same fees may apply.

(see #5. Cancellation by the Customer.)

**\*\* PLEASE NOTE:** Some extra services booked in conjunction with a tour may be non-refundable, such as flights, tourist cards, insurance, & some hotel reservations.

**7. Unused Services.** No partial refunds will be given for missed or unused services such as hotel rooms, meals, sightseeing trips or included activities, or for any reason whatsoever (this includes voluntary or involuntary termination – such as sickness, death of a family member, etc.) The Trip Cost is quoted as a package and credits are not given for services not used.

**8. Cancellation by Viva Cuba or Big Planet Adventures Pty Ltd.** The Company reserves the right to cancel any trip due to insufficient sign-up (not meeting the 10 person minimum), which makes the trip economically unfeasible to operate or for any other reason. If this happens, a full refund of the Trip Cost is given. However, the Company is not responsible for additional or incidental expenses incurred by travelers preparing for the trip (i.e., non-refundable 'Advance Purchase' air tickets, equipment, medical expenses, visas, loss of enjoyment, bank fees for receiving the refund etc.). The company will not cancel a tour less than 60 days before departure except for force majeure, unusual or unforeseen circumstances outside the Company's control.

**9. Prices, Surcharges and Validity.** As we publish our prices in advance, we may occasionally be faced with significant cost increases due to factors over which we have no control. As such we reserve the right to impose surcharges (or price decreases) up to 60 days before tour start date due to unfavorable exchange rates, increases in air fares or other transport costs, taxes, or if government action should require us to do so. Surcharges will be calculated according to the full extra cost, compared to the original costs and exchange rates. If any surcharge results in an increase of more than 10% of the tour cost excluding insurance premiums, the client may cancel the booking within 14 days of notification of the surcharge and obtain a full refund.

**10. Airlines.** Our responsibility in respect of air travel is limited by the airline's conditions of carriage. The airlines and aircraft mentioned in our advertisements may change from those specified. In addition, the Company is not responsible for losses due to cancelled flights or seats or changed flight itineraries. The Customer cannot cancel the contract without penalty due to a change of airline, aircraft type, or destination. The responsibility of the airline is limited to the carriage of passengers and baggage in accordance with their terms and conditions of service.

**11. Delays.** Any costs, whether direct or incidental, incurred by the Customer as the result of delays caused by bad weather, road conditions, transportation delays, sickness, government intervention or other contingencies for which



the Company or its agents cannot make provision, will not be reimbursed.

**12. Changes by the Company.** Reasonable changes in the itinerary may be made where deemed advisable for the comfort and well-being of the Customers. While the Company will endeavor to operate all tours as advertised, reasonable changes in the itinerary may be made where deemed necessary or advisable by the Company. If such a change is made, the client will be told at the time of booking. If the major change is due to unforeseen circumstances or circumstances beyond the control of the company then no compensation is payable.

**13. Changes by the Customer.** Within 60 days of departure, any amendments to a file will depend on availability and will be on a request basis. No changes can be made within 14 days of departure. This includes booking additional accommodations, transfers or excursions. The Company is not responsible for additional expenses incurred by the Customer as a result of such changes, including but not limited to non-refundable 'Advance Purchase' air tickets, etc.). Note, scheduled airlines may impose 100% cancellation charges. Transfer of name: If you are prevented from traveling on the tour you booked by circumstances such as those which would permit you to make a claim on a standard cancellation insurance policy, you may transfer your booking to another person, provided they meet all the requirements relating to that tour. More than 60 days before departure, an administrative fee of 10% of the total value of the tour will apply. Within 60 days, name transfers are not permitted.

**14. Authority on Tour.** The Customer must at all times strictly comply with the laws, customs, foreign exchange and drug regulations of the countries visited. At all times the decision of the Company's tour leader or representative is final on all matters that may threaten the safety or interfere with the well-being of the group or individual travelers. Should the Customer fail to comply with this section, or if in the opinion of the tour leader or company representative, the Customer's behavior is causing or is likely to cause danger, distress or annoyance to others, the tour leader or company representative may order the Customer to leave the tour without recourse to any refund.

**15. Medical fitness and health.** If the Customer is affected by any condition, medical or otherwise, that might affect other people's enjoyment of the tour, the Customer must advise the Company at the time of booking. It is your responsibility to advise the Company of any pre-existing medical conditions that might reasonably be expected to increase the risk of you requiring medical attention, or that might affect the normal conduct of a trip and the enjoyment of other trip members. The Company strongly recommends a visit to a doctor and dentist before your trip. You can ask the doctor about the current inoculation requirement. As a minimum you must be able to walk without the aid of another person, climb 3-4 flights of stairs, step on and off small boats, and carry your own luggage. While our guides work hard to ensure that all our travelers are catered for equally, it is not their responsibility to help individuals who cannot complete the day's activities unaided. The guide has the right to disqualify anyone at any time during the trip if it is felt that the Customer's continued participation will jeopardize the other Customers involved or the group. Refunds are not given under such circumstances. If in the event a trip member is subject to injury or illness, the company will attempt to secure the best possible medical attention available. To enhance your enjoyment of the tour, Viva Cuba and Big Planet Pty Ltd strongly recommends a travel companion for a person over 70 years of age, for a person who cannot walk unaided, or for any person with special needs that may require assistance to complete the regular day's itinerary. However, the company assumes no liability regarding provision of medical care.



**16. Age and restrictions.** There are no age restrictions on any of Viva Cuba or Big Planet Pty Ltd Tours. Any minor under 18 years of age is required to be accompanied by a parent or guardian. A person over 70 years of age is required to complete a self-assessment form which will be sent separately. This does not restrict that person in any way from joining a tour.

**17. Baggage.** The Company assumes no liability for loss or damage to baggage in transit to and from a Viva Cuba/Big Planet Adventures Pty Ltd trip or while on a Viva Cuba/Big Planet Adventures Pty Ltd trip.

**18. Medical Insurance.** Every Customer of Viva Cuba and Big Planet Adventures Pty Ltd must be covered by travel related insurance, which is included in the cost of the package. This insurance covers personal injury, medical expenses, air ambulance, repatriation costs, evacuation expenses and all other expenses. The Customer agrees to verify if he/she desires additional coverage.

**19. Travel Insurance.** It is strongly recommended that the Customer obtains personal travel insurance, including baggage, cancellation, curtailment, loss of belongings, and all other expenses which might arise as a result of loss, theft, damage, injury, delay or inconvenience occurring to the Customer. When the Customer purchases travel insurance recommended by the Company, the Customer acknowledges that he or she is satisfied with the levels of insurance from the provider. If he or she does not take such insurance through the Company, the Customer understands that the price of the tour does not include any insurance. When obtaining travel insurance the Customer must ensure the insurer is aware of the type of travel to be undertaken.

**20. Publicity.** The Customer agrees that the Company may use images of the Customer taken during the trip without recourse to the Customer and without compensation to the Customer, for the publicity and promotion purposes through whatever medium it chooses.

**21. Travel Documents.** The Customer must obtain and have possession of a valid passport, all visas, permits and certificates, and vaccination certificates, required for the entire tour. The Customer accepts responsibility for obtaining these documents and any other necessary documents and is solely responsible for any adverse consequences resulting from missing or defective documentation. Information or advice given by the Company on visas, vaccinations, climate, clothing, baggage, special equipment, etc. is purely advisory and given in good faith as a courtesy to the Customer. The Company is not responsible for any errors or omissions as to the information provided.

**22. Responsibility on Your Tour.** All services herein are organized by the Company. Notice is hereby given that all arrangements made on behalf of customers are made by organizers on the sole condition that the organizers shall not be held responsible for any injury, death, accident, delay, loss, damage or irregularity which may be occasioned through acts of any company and/or persons engaged in carrying out the arrangements. The Company acts as an agent for transport companies, hotels and other contractors and shall not be held liable for any injury, damage, loss, delay or irregularity that may occur, including, but not limited to, any defect in a vehicle or any other form of conveying a traveler, detention, delays or expenses arising from quarantine, strike, riots, theft, force majeure, civil disturbance, government restriction or regulation, accident by aircraft, boat, bicycle, motor vehicle or any other form of transport or in any hotel or guest house, pension, or other form of accommodation. The Customer acknowledges that the quality of the products organized by the Company, including accommodations and all other services related to the tour which



are organized by the Company, are not within the control of the Company and that in any event the quality of such products may be compromised by local conditions. Accordingly the Customer hereby releases the Company from all claims and causes of action arising from any damages, loss of enjoyment, inconvenience, or injuries related to the quality of such products. The information contained on the website is correct to the best of the Company's knowledge and the Company accepts no liability for any innocent inaccuracies contained herein. The Company reserves the right to alter any itinerary in progress or service at any time without penalty to the Company. Any additional expense or cancellation shall be borne by the customer. The organizer reserves the right to withdraw or refuse any service to any customer at the discretion of the organizer.

**RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISKS** The Customer acknowledges that they have voluntarily applied to participate on the trip and have read the description of the trip as it appears in the trip itinerary. In entering this Agreement, reliance cannot be made on any oral, written or visual representations or statements by Viva Cuba or Big Planet Adventures Pty Ltd or its staff or representatives, or any other inducement or coercion to go on the adventure trip, hence, only of their own free will, with knowledge of the hazards involved. The Customer voluntarily participates on the trip with knowledge that travel to foreign countries and/or remote areas visited by this trip involves numerous risks and dangers including but not limited to: the forces of nature, civil unrest, terrorism, roads, trails, hotels, vehicles, boats or other means of conveyance which are not operated nor maintained to standards common in their home country; accident or illness without access to means of rapid evacuation or availability of medical supplies; the adequacy of medical attention once provided; physical exertion for which the Customer is not prepared; consumption of alcoholic beverages; or negligence (but not the willful or fraudulent conduct) on the part of Viva Cuba, Big Planet Adventures Pty Ltd, their affiliated organizations and their employees, or other agencies known or unknown. Acknowledgement is made that the enjoyment and excitement of adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at

home or work and that these inherent risks contribute to such enjoyment and excitement, being a reason for my voluntary participation.

The Customer **RELEASES AND DISCHARGES FOREVER** Viva Cuba and Big Planet Adventures Pty Ltd **AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM THE CUSTOMER'S PARTICIPATION IN THE TRIP.** The customer agrees this release shall be legally binding upon themselves, all minors under the age of 21 traveling with the Customer, all members of the Customer's family, and their heirs, successors, assigns, and legal representatives: it being the Customer's intention to fully assume all the risks of travel associated with this trip and to release Viva Cuba and Big Planet Adventures Pty Ltd of and from any and all liabilities to the maximum extent permitted by the law.

**23. Local Conditions.** The Customer is solely responsible for acquainting her/himself with the customs, weather conditions, physical challenges and laws in effect at each stop along the itinerary, and is encouraged to locate or make contact prior to embarkation with his/her local embassy or consulate in each destination.

**24. Optional Extras.** Optional extras do not form part of the tour or contract. It is understood and accepted by the Customer that any assistance given by the tour leader or representative in arranging optional extras does not render the Company liable for optional extras. Amongst others, optional extras include biking, boat rides, horseriding,



snorkelling and other extras, which are not included in the tour price.

**25. Claims and Complaints.** If a Customer has a complaint against the Company, the Customer must first inform the tour leader or company representative while on the tour at the earliest opportunity, in order that the leader/representative can attempt to rectify the matter. If satisfaction is still not reached through these means, then any further complaint must be put in writing to the company within 30 days of the end of the tour. The Company will not accept any liability for claims received after this period.

**26. Applicable Law and Choice of Forum.** This contract is governed by the laws of the state Colorado, USA and of New South Wales, Australia, and any legal action arising there from, shall be litigated only in the appropriate court having jurisdiction in that State.

**27. Limitation of Remedies.** The Customer agrees that the sole remedy for any default by the Company arising under this agreement shall be the return of the paid Trip Cost. To the maximum extent permitted under applicable law, the company will not be liable for any indirect, special, incidental or consequential damages of any kind (including personal injury) regardless of the form of action whether in contract, tort (including negligence) or otherwise, even if the Company has been advised of the possibility of such damages, and the Customer expressly waives any right it may have to recover such damages.

**28. Severability.** The Customer understands and agrees that in the event that one or more of the provisions of this agreement, for any reason, is held to be invalid or unenforceable, provision had never been contained herein, therefore allowing all remaining Terms and Conditions to survive and continue as binding.

**29. Errors and Omissions.** Although the Company has made a concerted attempt to verify the accuracy of statements made herein, the company cannot be held responsible for any error, omission or unintentional misrepresentation that may appear on the website or any advertising material originated by the Company.

**30. Use of Information.** The Customer agrees not to use any of the Company's published or printed materials, (such as maps, town information, or information on the Company's website) for any commercial purposes. The Customer agrees to not approach any of the Company's guides or service providers, to arrange travel services or provide any services to the Customer or Customer's contacts, for future visits to Cuba, for commercial purposes or otherwise, without consent from the Company. The Customer agrees not to enter into an ongoing business relationship with any of the Company's guides or service providers, without consent from the Company.

**31. Privacy Policy.** We will provide your personal information, as well as any personal information you provide in relation to the persons whose travel arrangements have been requested by you, to our trusted suppliers and carriers to enable the operation of the services requested by you. We do our utmost to protect your personal information.