

## TERMS & CONDITIONS

### 1. Registration – Travel Confirmation

Upon registration, which can be done in writing, per e-mail, or verbally, over the phone, you bindingly offer us the conclusion of the travel contract, which should have an economic minimum value of 250.00 EUR of travel services. The contract is concluded with the approval of CUBA STAR TRAVEL, which does not require any specific form. You will receive the travel confirmation and invoice as a durable medium in writing or by e-mail.

### 2. Payment

Upon issuance of the travel confirmation and invoice 20% of the total travel costs will be due. Regulation for flight tickets: According to the terms and conditions established by each airline, an immediate payment can be due. Travel insurance costs acquired through us will be due in its entirety along with the down payment. The remaining payment is due without any further request, 30 days before the trip commences. You will receive the travel documents after full payment of the travel costs has been made. In your interest, we recommend that you carefully review the travel confirmation upon receipt. When booking a single travel service, the invoice amount is due immediately upon delivery of the travel confirmation and invoice. An insurance policy will be issued according to § 65 I k BGB (German law), if a combined trip with at least two travel components is booked. Your travel costs are insured by R+V Allgemeine Versicherung AG, Raiffeisenplatz 1, 65189 Wiesbaden, Germany. Last minute travel booking: Reservations made within 7 days of the start of the trip will incur an additional 35.00 EUR last minute booking fee.

### 3. Services

The contractually agreed upon services are those stated in the service descriptions (i.e. on the internet, brochure, flyer) and the applicable statements in the travel confirmation and invoice. We reserve the rights to amend the service descriptions before ratification of the contract and to inform you in a timely manner in such case.

If you do not take advantage of particular services for which you have paid for, as a result of an early return or due to other pressing reasons, we may only provide you with a partial reimbursement if the service provider authorizes a credit, however not when it applies to menial services.

### 4. Service and Change of Price

After the completion of the contract, changes and amendments to contractually agreed upon individual travel components, can only be made in good faith and when necessary if they are not major and do not considerably affect the complete travel arrangements of the originally booked trip. The warranty claim remains in effect and applicable to changed travel components with defects.

We will inform you of any service changes or amendments without delay.

In case of a considerable change to an essential travel service, you have the right to withdraw from the contract with no financial penalties, or to take advantage of a trip with equal or higher value with no surcharge, if we can provide you with such a trip.

We reserve the right to change the price as agreed upon in the travel contract in case of increases from the suppliers or charges for services like airport fees or changes of the currency exchange rates. Price reductions are taken equally into account.

An increase is only allowable if there are more than 4 months between the close of contract and the arranged date of travel and the reasons of the increase were unforeseeable at the time the contract was entered.

In case of later changes to travel costs, you will be informed immediately. Rate increases on or after the 20<sup>th</sup> day before departure are not applicable. You have the right to withdraw from the contract upon rate increases of more than 8% with no financial penalties, or to take advantage of a trip with equal or higher value with no surcharge, if we can provide you with such a trip.

### 5. Travel Cancellation – Rebooking – Transfer

Cancellations may be made anytime before the start of the trip. The effective cancellation date is determined by the date on which we receive the written cancellation statement.

If you default or withdraw from the travel contract, we may request according to § 65 I h II BGB appropriate compensation for the travel preparations made and our expenses. We will take usually spared expenses and otherwise usage of travel services into consideration in calculation of compensation.

5.1. In case of cancellation, fees are usually applied per registered participant as follows:

5.1.1. Travel without rental of vehicles

For travel including flight and / or yacht / berth charter the cancellation costs of the flight are calculated according to §5.1.3. and those of the yacht / berth charter according to §5.1.4.

The following cancellation conditions apply for the remaining services:

- up to 30 days before date of travel 20%
- from 29 to 15 days before date of travel 45%
- from 14 to 7 days before date of travel 65%
- from 6 to 1 days before date of travel 75%
- on date of travel or no-show 90% of the travel cost.
- Cancellations during the trip 100% of the cancelled services

5.1.2. Travel including rental of vehicles (car rental, motorhome, scooter, e-bike)

For travel including flight and / or yacht / berth charter the cancellation costs of the flight are calculated according to §5.1.3. and those of the yacht / berth charter according to §5.1.4.

The following cancellation conditions apply for the remaining services:

- up to 18 days before date of travel 15%
- from 17 to 10 days before date of travel 50%
- from 9 to 4 days before date of travel 75%
- from 3 days before date of travel or no-show 100%
- Cancellations during the trip 100% of the cancelled services

No refunds upon early return of the rental vehicle.

5.1.3. Flights (seat only booking or part of a travel package)

- 56.00 EUR per air ticket in addition to fees accrued by and from the airline

5.1.4. Yacht charter, berth charter (charter only booking or as part of a travel package)

- from booking confirmation 20%
- from 6 months before the beginning of the charter 50%
- from 4 weeks before the beginning of the charter 100%

When, in the case of specials or exclusive services, different cancellation and rebooking conditions are named, those terms and conditions will apply.

You reserve the right to verify that no or considerably lower costs incurred than in the above-mentioned cancellation fees or than stated in the trip cancellation policies on specials and exclusive services.

Changes with regards to i.e. date of travel, travel destination, transportation or accommodations, made after the initial booking will incur a fee of 35.00 EUR per person if they are made 30 days before the date of travel. Later changes are only permissible if the previously booked trip is cancelled in whole. It is not possible to change a fixed booking to a simple reservation.

The substitution of the registered participant with somebody else will incur 56.00 EUR per person in additional fees. The substitute assumes the rights and obligations of the travel contract. We may contest the entrance of a third party into the travel contract, if they do not meet the demands of the trip or if they oppose by legal or municipal regulations. The substitute participant and the registered participant are joint debtors for the travel costs and the additional costs incurred as a result of the substitution.

## 6. Cancellation by the Tour Operator

If, for a specific travel arrangement, a published minimum number of participants is not registered by four weeks before the scheduled date of travel, we reserve the right to cancel the trip. Payments based on the travel costs will be refunded promptly.

You may request to take part on a trip of equal or greater value, if we are able to make such an offer at no additional charge.

Without compliance to a deadline, if you choose to substantially interrupt the execution of the trip despite our caution or if your conduct is contrary to the contract to such extent that the immediate revocation of the contract is justified without compliance to a deadline. If we do revoke the contract, we maintain claim to the travel costs. You are responsible for possible surcharges for the return transportation. We must nevertheless be credited for the cost of the spared expenditures and their respective benefits, which we attain from the misuse of a service which was not claimed, including any refunds received from the service provider.

## 7. Force Majeure – Unusual Circumstances

If the trip is complicated, impaired, jeopardized due to force majeure unforeseeable at the time the contract was ratified, then both you and we may according to § 65 I j BGB cancel the travel agreement. If the contract is cancelled, we may receive adequate compensation for services already rendered or to be rendered pending the end of the trip.

If cancellation occurs after the trip begins, we are obligated to meet the necessary transportation measures per the contractual agreement. The additional charges for the return transportation will be shared by you and us, each party bearing half of the costs; the remaining of the additional costs remains your responsibility.

## 8. Liability

We are liable, with due diligence to fair business, for the careful selection and monitoring of the service provider, the correctness of the service descriptions and the provision of the contractually agreed upon travel services.

Our liability excludes service providers where we only act as a broker, i.e. car hire.

Our liability for damages from the travel contract, which are non bodily injury, is limited to three times the travel costs, as long as the damage is neither intentionally caused nor due to gross negligence, and as long as we alone are responsible for the faults of a service provider.

For damage claims due to impermissible action, which are not a result of gross negligence or intention, we are liable for up to three times the travel costs.

We are not liable for services, which you have booked directly and taken advantage of (i.e. exhibitions, sporting events, concerts etc.). In this case the contractual terms and conditions of the service organizer are in effect.

A damage claim against us is limited, if due to legal provisions, which are applicable to services provided by a service provider. A damage claim against the service provider can only be put into effect under certain conditions or limitedly or is exempt under certain conditions.

## 9. Warranty – Obligation to Cooperate

If travel services are not provided according to contract, you may demand a remedy within a reasonable period. We are qualified to provide a remedy in such a manner that the substitute service is of equal or higher value. We may refuse the remedy if it requires inadequately high expenditure. You may assert a claim for a reduction in travel costs, if the travel services are not provided according to contract. The reduction does not apply if you are at fault for failure to notify of the problem.

In the event of any service disruptions, you are required, within legal framework, to do everything in contribution to the removal of the disturbance and keep possible damages to a minimum. All complaints should be made to the travel coordinator, the partner agency or the service provider immediately. The travel coordinator is not authorized to make legally binding statements for us. If a local travel coordinator, a partner agency, or service provider is not accessible, complaints must be made to us immediately.

The travel coordinator, the partner agency or the service provider (i.e. the hotel management, ground transportation company etc.) receives the complaint on location in order to provide a remedy. The contact addresses and telephone numbers are listed in your travel documents. In case you are unable to contact our partners, please inform us of your complaint via telephone +49-30-32766100 (check office hours and time change), fax +49-30-32766104 or e-mail: [info@cubastartravel.com](mailto:info@cubastartravel.com)

Baggage loss or damage complaints from air travel should be made to the respective airline through a notification of loss or damage (P.I.R.) on location. We are not liable for the loss or damage to valuable objects. Complaints about flight delays as well as requests of refunds shall be addressed to the respective airline.

## 10. Exclusions – Limitations

Claims about contractually inappropriate travel service provided, must be made within a month of the contractually stated travel condition. In your own interest, the claim should be made in writing. After the deadline, claims can only be put into effect if you were restricted, by no fault of your own from keeping to the deadline.

Claims on the travel contract are limited to two years after the contractually stated travel end date.

## 11. Travel Insurance

Travel insurances are not included in the travel costs. We strongly recommend a trip cancellation insurance policy in conjunction to a travel health insurance policy (the latter it is compulsory to entry). For your safety we recommend a complete insurance coverage including cancellation policy and 24 hours emergency call service. If an insured event occurs, the insurance must be informed immediately.

Sports Travel: We strongly recommend a Sports Injury Insurance

Rental Car: A Bodily Injury Insurance is not available in Cuba; we strongly recommend that you make such insurance arrangements in your home country.

### **12. Passport, Visa and Health Regulation**

Please see the information we have provided you with for passport, visa and health requirements. Adherence to these requirements is your responsibility. You will be responsible for all penalties resulting from non-compliance.

Technical facilities abroad do not always meet high standards. Be sure to follow the contingent manuals and guides.

You are personally responsible for the adherence to all regulations necessary for travel. All penalties, especially payment of cancellation fees, which arise due to lack of adherence to these requirements, are your burden and responsibility, excepting if you are intentionally given misinformation or no information.

### **13. General Regulations – Data Protection**

The receiver of the travel documents is required to thoroughly read through the documents received for correctness (name, date of travel, travel destination etc.) and to report any wrong information immediately.

The information provided in the service offers are reflective of the most up-to-date internet or print versions. With the publication of new service offers, the previous offers are no longer valid.

We cannot be held responsible for typos, printing or computation errors.

The invalidity of individual requirements of the travel contract does not consequently affect the validity of the complete travel contract.

The trial location is, as allowed by the law, Berlin, Germany.

Inquiries and processing of all personal data is carried out according to the German privacy protection regulations. Only inquiries necessary for the processing of your trip will be made and forwarded to our partners.

Please inquire group conditions (from 10 persons on) separately.

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