

Live Cuba Booking Conditions

PLEASE READ CAREFULLY. THIS IS A BINDING LEGAL AGREEMENT BETWEEN YOU AND LIVE HOLIDAYS LTD AND INCORPORATES THE LIVE CUBA TERMS OF WEBSITE USE AND THE LIVE CUBA PRIVACY POLICY AND COOKIE POLICY.

BY MAKING PAYMENT IN RESPECT OF THE SERVICES OFFERED BY US, YOU AGREE THAT: (A) YOU HAVE READ, UNDERSTOOD, ACCEPT AND INTEND TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT; AND (B) YOU HAVE THE AUTHORITY TO ACCEPT AND DO ACCEPT THE TERMS OF THIS AGREEMENT FOR AND ON BEHALF OF ALL PERSONS IN THEIR TRAVEL PARTY WHO ARE NAMED IN THEIR BOOKING AND INTEND EACH SUCH PERSON TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT.

★ DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement (including the recitals above)

1. Definitions:

- a. Agreement:** these booking conditions, the Terms of Website Use and the Privacy Policy and Cookie Policy.
- b. Booking Documents:** all documentation relating to the Services booked including without limitation the voucher, the invoice and other documentation including without limitation the details of the members of the Party, the details of the Deposit and other details relating to payment, reservation dates and addresses, check-in and check-out times.
- c. Privacy Policy and Cookie Policy:** the LIVE CUBA privacy policy and cookie policy as may be amended from time to time.
- d. Deposit:** the amount of which will be specified on the order page of our website, advised over the telephone or in the quote document, this is non-refundable.
- e. Lead Client:** the person (who may or may not be a member of the Party) nominated during the reservation process as the person to whom all documents relating to the reserved Services are to be sent.
- f. Party:** The group of people in the travel party who are named in the booking.

2. Rules of interpretation:

- a.** Any reference to we, includes a reference to LIVE CUBA.
- b.** Any references in this agreement to you or your means all persons in your travel party who are named in your booking including any such persons who may be added or substituted from time to time.
- c.** Any reference to our website means <http://www.livecuba.co.uk/>.
- d.** Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- e.** Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- f.** A reference to writing or written includes fax and email.
- g.** Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- h.** A person includes a natural person, corporate or unincorporated body (whether having separate legal personality).
- i.** This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

★ GENERAL MATTERS

- 3.** We are an independent and privately-owned tour operator registered as a private limited company in England & Wales under company number 04429799. Our registered address is Foresters Hall, 25-27 Westow Street, Upper Norwood, London SE19 3RY. We trade under the name LIVE CUBA. We are travel consultants with extensive expertise of the countries we offer travel to. Potential clients will benefit from our advice and knowledge which they are under no obligation to pay for up until time of booking.

★ YOUR FINANCIAL PROTECTION

- 4.** Air Travel Organiser's Licence ("ATOL") is a financial protection scheme managed by the Civil Aviation Authority ("CAA") and backed by the UK Government. When you buy an ATOL protected flight or a flight inclusive holiday from us you will receive an ATOL certificate. This certificate

contains details of your protection, where further information may be obtained and who to contact if things go wrong. Our ATOL number is 6346.

- 5.** We, or the suppliers identified on your ATOL certificate, will provide you with the services listed on the ATOL certificate (or a suitable alternative). In some cases, where neither we nor the supplier can do so for reasons of insolvency, an alternative ATOL holder may provide you with the services listed on the ATOL certificate or a reasonable alternative (at no extra cost to you). In such circumstances, you accept and agree that the alternative ATOL holder will perform any outstanding obligations and any outstanding payment will be due to that alternative ATOL holder.
- 6.** If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed on the ATOL certificate (or a suitable alternative) for reasons of insolvency, either through an alternative ATOL holder or otherwise, you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable) and the trustees of the Air Travel Trust (the "Trustees") may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit, you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme. For further information, please visit the ATOL / CAA website at <http://www.caa.co.uk/atol-protection/>.
- 7.** If you purchase a package travel arrangement which excludes flight, ATOL protection does not apply. In compliance with the UK Package Travel, Package Holidays and Package Tours Regulations 1992 an insurance policy has been arranged with Travel & General Insurance Services Limited (T&G), to protect customers' prepayments in the unlikely event of our financial failure and paid in respect of:
 - a.** non-flight inclusive packages commencing and returning to the UK
 - b.** the ground handling aspects of packages where the customer is responsible for arranging travel to the destination offered in this brochure/literature/document/on this website (subject to the terms of the insurance policy), for:
 - i.** a refund of such prepayments if customers have not yet travelled, or
 - ii.** making arrangements to enable the holiday to continue if customers have already travelled

Customers' prepayments are protected by a TOPP policy.

In compliance with The Package Travel and Linked Travel Arrangements Regulations 2018, an insurance policy has been arranged with Travel & General Insurance Services Limited (T&G), to protect customers' prepayments in the unlikely event of our financial failure, and paid in respect of:

- non-flight inclusive packages commencing and returning to the UK
 - the ground handling aspects of packages where the customer is responsible for arranging travel to the destination offered on this website
 - non-ATOL flight inclusive packages sold to customers outside of the European Economic Area (EEA)
- for:
- a refund of such prepayments if customers have not yet travelled, or
 - making arrangements to enable the holiday to continue if customers have already travelled
 - repatriation of customers as may be applicable, subject to the terms of the insurance policy.

Customers' prepayments are protected by a TOPP policy.

In the unlikely event of financial failure please contact the claims helpline on **01702 811397**. A copy of the policy is available on request.

This policy is provided by Travel & General Insurance Services Limited (T&G), registered number 02527363 and underwritten by Hiscox Insurance Company Limited (Hiscox), registered number 00070234. T&G and Hiscox are authorised and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (number 113849).

★ RESERVATIONS, PRICE, PAYMENT AND DELIVERY

- 8.** We do not accept bookings from persons under the age of 18 years.
- 9.** Price guarantee: Some services are provided "on request" which means the services will be confirmed upon payment. Once payment has been received and you have received confirmation of the services from us, your travel arrangements will not be subject to any surcharges (except for flight tax increases and surcharges (see Cancellations and Changes by Us sections below). We may change our published prices from time to time, however this does not affect the price guarantee. Unless otherwise specified, the prices quoted include VAT if applicable. Our VAT No. is 853 9802 93.
- 10. Payments: We require you to pay:**
 - a.** an initial deposit, the amount of which will be specified on the order page of our website, advised over the telephone or in the quote document, if the booking is made more than twelve weeks in advance of departure, and the balance of the full amount not later than 12 weeks in advance of departure; or
 - b.** the full amount, which will be specified on the order page of our website, advised over the telephone or in the quote document if the booking is

made less than 10 weeks in advance of departure.

11. If the full amount has not been received 10 weeks before departure, we reserve the right to cancel your booking and cancellation fees will apply. Any payments are non-refundable to cover scenarios such as flights that require immediate ticketing and other services in similar scenarios. Payments may be made by debit card, credit card or bank transfer. We do not accept cheques. Payments must be made in pounds sterling ("GBP") unless otherwise stated.
12. **Delivery:** All Booking Documents will normally be e-mailed to the Lead Client but may be posted free of charge (within the UK) by First Class Royal Mail. We recommend that you pay a £10 fee (within the UK) for Cuban tourist visas to be sent by special delivery. Should you not follow this recommendation, you will be responsible for any documents mislaid or lost by Royal Mail.
13. You are responsible for checking the details of your booking upon receipt of the Booking Documents and ensuring that the details of your booking are correct.

★ CANCELLATIONS OR CHANGES BY YOU

14. Notices of change or cancellation must be submitted in writing either by e-mail or by post. The date on the change or cancellation notice will be deemed the date we receive your notification. Until such date, you are responsible for your holiday arrangements as initially booked. Only the Lead Client can request and/or notify a cancellation or change.
15. If you cancel or change your booking with our agreement, and subject to availability, the following charges will apply:
 - a. you will be charged the Deposit and any subsequent payments (please refer to Definitions 1.a)
 - b. you will be charged an administrative change fee on a per person basis of £100 plus the difference between the value of the Services listed in the original booking and the value of the Services listed in the amended booking.
16. Once in Cuba, change requests can only be dealt with on weekdays between 08:30hrs and 13:00hrs. Please note that changes will incur a charge of £100 GBP plus the difference between the value of the original confirmed service and the newly requested service in the amended booking. There will be no refund if the newly requested service is cheaper than the original confirmed service.
17. If some, but not all persons in the Party cancel their booking, additional charges may be payable by the remaining members of the Party (e.g. under occupancy charges).
18. You are responsible for ensuring that you present themselves at the location(s) and time(s) specified in the Booking Documents. Failure to arrive or late arrival at the appointed time or location ("No Show") may be deemed a cancellation and may invalidate the remaining holiday arrangements.
19. Most hotels operate on an 'on request' basis whereby we must wait up to 72 hours to receive confirmation of from the hotel in writing before your reservation is confirmed. If our request for your reservation is denied, you have the option of accepting alternative accommodation which we will offer or your money back. If you wish to cancel your booking before this time (72 hours), you will incur the standard cancellation charges described in this clause 5.

★ VISA REQUIREMENTS

20. We can only advise British passport holders. If you are not a British passport holder, you should not assume that a standard Cuban Tourist Card will be enough for your trip. You may require a different type of visa depending on your nationality. Please contact us for more information.
21. When booking your holiday, we will assume that you are a British passport holder. LIVE CUBA will have no responsibility or liability whatsoever if you are refused entry to or exit from Cuba or any other country. If you do not secure the correct visa for travel, you risk not being able to travel. We will not refund you the cost of your holiday in this instance.
22. All passengers must be in possession of a full passport, valid for at least 3 months after your scheduled return date.

★ CANCELLATIONS OR CHANGES BY US

23. Until departure, flight prices may fluctuate due to increases in local or national taxation, fuel and security surcharges, and any other surcharges that may be levied by the airline or the government. In addition, the payment of taxes such as Air Passenger Duty ("APD") is compulsory. Any such additional charges will be added to your invoice and such additional charges will not allow you to cancel your booking without incurring in the standard cancellation charges set out in this Agreement.
24. Once all services on your booking have been confirmed by us and you have received your Booking Documents, the details of your booking will not be subject to change except where circumstances beyond our control require changes to be made to your booking. Circumstances beyond our control include, without limitation, acts of god and failure of a third-party service provider to fulfil its obligation. Where a service provider fails to fulfil its contractual obligation, we will endeavour to make suitable

alternative arrangements.

25. We may cancel a booking where the number of people in the Party is less than the minimum number of persons required to make it viable. The Lead Client will always be advised of the minimum number of persons required for your booking if applicable.
26. Voucher presentation is compulsory when advised. Failing to present a voucher may invalidate the provision of Services. Replacement vouchers will be provided via email upon request without charge.
27. We will endeavour to support you in case of cancellations or schedule changes on a local Cuban flight, although our liability would be capped to the cost of the flight in question.

★ INSURANCE

27. Insurance is compulsory for travel to Cuba. Even in jurisdictions where insurance is not compulsory, we recommend that you take out an appropriate insurance policy before travelling. The policy should insure all members of the Party for medical expenses, cancellation of the booking, loss of personal belongings, and such other liabilities and risks as may be necessary or appropriate.
28. If you do not take out an appropriate insurance policy before travelling, neither we nor any of our agents or local representatives (where applicable) shall have any liability whatsoever for any loss, damage or injury suffered by you or any member of the Party.

★ LIABILITY

29. This clause 9 applies for the benefit of us and our agents and local representatives (where applicable).
30. Nothing in this Agreement in any way excludes or restricts our liability for our negligence causing death or personal injury or for fraudulent misrepresentation or for anything which may not legally be restricted. Nothing in this Agreement statutory rights as a consumer.
31. Liability in contract, tort (including negligence) or otherwise in connection with this agreement for any one event or series of related events is limited to 100% of the fee payable by you for this booking.
32. In no event may you bring any claim or proceeding more than 3 months after the end of your holiday.
33. In no event (including negligence) will there be any liability for:
 - a. Special, indirect or consequential losses; or
 - b. Any matters outside our reasonable control including without limitation interruptions in the supply of basic services such as running water, electricity and gas, actions or omissions of local authorities or loss or breach of security in respect of your data held by third party internet payment providers; or
 - c. Actions or omissions of third-party operators or service providers; or
 - d. Disregard of local law in regard to the security measures established either in the tourist facilities or the transportation means; or
 - e. Failure to travel on the scheduled date for causes not relating to the facilities or the transportation agents connected with the Services; or
 - f. Any damage caused outside the national territory; or
 - g. Any damage caused within the national territory relating to facilities or transportation agents not connected with the Services.
34. Under EU law you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be published at EU airports and will also be available from airlines. However, reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of any amount paid to us. If the airline fails to comply with such rules, your complaint should be addressed to the CAA. EU law only applies to flights flying from/to the EU. Local flights in Cuba are not subject to this law.

★ INFORMATION, ARRIVAL AND DEPARTURE

35. While we make every reasonable effort to ensure that the hotel/resort or property descriptions are accurate, we accept no responsibility for errors contained therein or the results thereof. You accept and agree that there may be differences between the photographs, illustrations and/or text used to describe hotels/resorts or properties and the actual hotels/resorts or properties. We suggest the accommodation based on your requirements and which we hope you like. However, we would also recommend you check reviews online so you can make sure you are happy before booking.
36. We follow the official hotel rating given by the hotels/resorts which is subject to the rules and regulations of local tourism ministries. As a rule of thumb, we believe that most hotels in Cuba are 1 star rating less. If we then described a property as a 4*, being this its official rating, you should expect a 3* or 3* Plus category. It is your responsibility to check reviews and information mainly, but not exclusively, on the internet.
37. There is no official rating system to describe the standard of private home stays. Our ratings (Basic, Standard, Superior, Superior Plus and

Deluxe) should be considered in the context of a home offering one or more rooms to rent and the available facilities in the property. Most of the private homes in Cuba have limited accessibility specifically in Havana, most of private homes are located on 2nd floors and above. It is your responsibility check reviews and information mainly, but not exclusively, on the internet.

- 38. You must pay for travel to and from the hotel/resort or property unless otherwise arranged and included in the Booking Documents.
- 39. The check-in and check-out times will be shown in the Booking Documentation.

★ NUMBER OF OCCUPANTS AND TRANSFERS

- 40. The number of persons permitted to occupy the hotel/resort or property is limited to the number of persons specified in the Booking Documentation
- 41. Transfer times are given as a guide and will be subject to change dependant on, amongst other factors, road and weather conditions and the number of stops made on-route. Specifically, the Shared Transfer Services is subject to up to 2 hours delays by its very nature. It is a service provided by a state organisation that serves the hotels in several resorts across the country. The time stated in your documents is supplied by the service provider and it is the approximate pick-up time for the route in which your pick-up point is located. To avoid disappointments and future complaints we recommend you book a Private Transfer instead.

★ SPECIAL REQUESTS

- 42. Special requests regarding accommodation, for example requesting a ground floor, ocean view or twin room, are not guaranteed unless confirmed otherwise in writing. Whether accommodation requests are fulfilled is subject to availability and outside of LIVE CUBA control as client's rooms are allocated by the hotel as part of the check-in procedure. This does not apply to specific room categories booked, and confirmed in writing, for example a Disabled-Access Room, Interconnecting Room or Ocean-View Room.

★ LOST, STOLEN OR DAMAGED PERSONAL BELONGINGS

- 43. You are responsible for the care of their personal belongings at all times. We strongly recommend that all members of your party take out appropriate travel insurance that includes personal belongings coverage.

In no event will LIVE CUBA:

- a. Be liable for lost, stolen or damaged personal belongings.
- b. Be responsible for handling investigations surrounding lost, stolen or damaged personal belongings.
- c. Be responsible for courier arrangements to retrieve personal belongings.
- d. Be responsible for collecting, opening or transporting personal belongings.
- e. Give you legal advice on how to deal with lost, stolen or damaged personal belongings.

As part of our representation service in Cuba, LIVE CUBA will assist you by providing the contact details of hotels, casas particulares, the police, transfer providers, DHL etc., as far as we are able.

★ WEATHER & NATURAL DISASTERS

- 44. Cuba is affected by severe seasonal weather conditions, such as "hurricane season". Since it is not possible for us to publish detailed information on weather patterns, and weather advice can frequently change, we recommend checking the latest FCO travel information at www.gov.uk/foreign-travel-advice/cuba
- 45. When a storm or natural disaster occurs, travel and accommodation arrangements may be significantly disrupted. It is extremely difficult to predict with accuracy the actual path, duration or effect severe weather patterns may have and the effects of actual or threatened bad weather and natural disasters are beyond our control.
- 46. If a storm or natural disaster is forecast to affect a destination, we work with local and international authorities to try to minimise the disruption and keep you well informed. An evacuation of your resort, or a delay or cancellation of your flight to or from the resort may be necessary.
- 47. In the event of changes, cancellation or curtailment to your holiday due to actual or threatened bad weather, we are not able to offer any refund or compensation. We therefore recommend that your purchase an appropriate insurance policy before travelling to insure them against the curtailment, cancellation or loss of their holiday.
- 48. Weather information is subject to change and you should monitor the latest local and international weather updates issued by the Met Office (www.metoffice.gov.uk).

★ CHILD SAFETY, SWIMMING POOLS AND PREGNANCY

- 49. Children safety is of paramount importance to us. However, we must stress that it is always your responsibility to take care of your children and their safety during your stay.

50. Swimming pools are usually open all year. At times swimming pools may be closed due to maintenance or poor weather. We will endeavour to advise you of any changes prior to departure. The opening of a pool is, however, entirely at the discretion of hotel manager and will be subject to the demand and/or weather conditions. All pools are either fresh water or sea water and are chemically treated.

- 51. Airline regulations state that women with 28 weeks or more into pregnancy, at the time of return travel, must have medical certification of fitness to travel. Normally after 32 weeks into pregnancy permission to travel is refused.

★ SCUBA DIVING

- 52. If you intend to do scuba dive, it will be required by the dive centre in the resort to complete a medical questionnaire. If the operator is in any way unsure of your fitness, they will be required to undergo a medical examination. This may result in an extra cost for which you will be charged locally. We strongly advise that you should undergo a full medical examination before booking their holiday as no refunds will be given if they are refused medical clearance to dive.

★ GROUP TOURS BOOKINGS

- 53. Group Tours are scheduled to depart with a specific number of travellers and on specific dates. In the unlikely event that number of travellers is not met, you will have the following options:
 - a) Pay a surcharge per person and still travel, but it will be a private tour (the specific amount to be paid is not fixed as this will depend on the tour you have booked,) or;
 - b) Get a full refund
- 54. Accommodation is based on two people sharing a twin room but, if you are travelling solo and prefer not to share a room with another member of the group, do let us know so we can provide you with information on single supplements applicable. If it is specifying on your itinerary that you will be staying in private homestays, information about the specific property you will be staying at will be provided on your departure documents and these are issued 4 weeks before your departure date. Most of the private homestays we work with are in excellent and central location, within easy walking distance to the main attractions and sites within each town or city.

★ COMPLAINTS, COMMUNICATIONS AND CLAIMS

- 55. All complaints must, in the first instance, be reported to the relevant hotel/resort manager. If a well-founded complaint be solved satisfactorily with the hotel/resort manager, you must immediately inform our local representative who endeavour to resolve the issue and will also keep us informed.
- 56. If you want to complain on your return, you must write to your agent in English within 28 days of your return. If you do not comply with the above, we have no liability in relation to you. For reclaiming monies paid for failed Services you must provide an adequate receipt/proof of payment. We will not be able to make refunds if such proof is not provided.
- 57. Mobile telephone calls can be very expensive from outside Europe. We will not refund any telephone call charges. You will always have at least one local contact to liaise over the telephone with. Telephone calls in the UK and abroad may be recorded quality and training purposes.
- 58. Due to mobile operating networks we may experience issues with the coverage in certain local destinations. We apologise for any inconvenience this may cause.

★ FORCE MAJEURE

- 59. Except where otherwise expressly stated in these conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under this Agreement is prevented or affected by, or you suffer any injury, damage, loss or expense of any nature as a result of, a force majeure event.
- 60. A force majeure event is any event which we or the third-party supplier of the Service 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, industrial dispute, natural or nuclear disaster, adverse weather conditions, disease, fire and all similar events outside our control.

★ GOVERNING LAW AND JURISDICTION

- 61. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 62. You irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.