



## **Terms and Conditions- CUBA PROGRAMS**

These Terms and Conditions apply to all Daiquiri Tours, Inc. travel arrangements to Cuba, including tour programs, hotel accommodations, transportation services, excursions, and any other services provided to the client. By purchasing travel with Daiquiri Tours, Inc., the TRAVELER and TRAVELER'S AGENCY accepts all terms and conditions herein.

### **1. RATES AND PRICE QUOTES**

Rates are based on land only services, and do not include U.S. domestic airfare or international airfare to or from the U.S. Land-only rates are guaranteed upon receipt of deposit (see payment schedule below). Printed rates found on our website or promotional materials are subject to change without notice.

### **2. CONFIRMATION AND PAYMENTS**

The TRAVELER or TRAVELER'S AGENCY (herein referred to as AGENCY) has agreed to pay the applicable RATES provided by DAIQUIRI TOURS, INC. (herein referred to as DAIQUIRI) providing the opportunity for the TRAVELER or AGENCY to purchase travel services from DAIQUIRI, inclusive of all inclusions set forth to the TRAVELER/AGENT at the time of confirmation. A \$200 non-refundable deposit (per person) is due in order to confirm travel packages. Hotel only reservations require 100% payment at time of confirmation. Flight bookings also require 100% payment at time of service.

The remainder of the payment is due 60 calendar days prior to the date that the TRAVELER is scheduled to begin TRAVEL SERVICES. If payment for full invoiced amount is not received on or before the due date, the TRAVELER's services may be cancelled.

### **3. CANCELLATION & REFUND**

DAIQUIRI reserves the right, in its sole discretion, to reject an individual at any time prior to departure, or to cancel the TOUR in which a TRAVELER is scheduled to participate. In the unlikely event of such a cancellation by DAIQUIRI, or if a TRAVELER has been rejected, the total amount paid to DAIQUIRI will be refunded, unless the cancellation is due to non-payment of the total invoiced amount by the payment due date or is due to governmental action beyond DAIQUIRI's control, in which case the amount refunded will be reduced to the extent DAIQUIRI has incurred expenses in organizing the travel arrangements. Other than such a refund, DAIQUIRI will not be responsible to a TRAVELER or AGENCY for

any other refund, costs, interest, liability or damages of any kind, including but not limited to airline tickets, visas, pre or post night accommodations, etc.

If TRAVELER cancels for any reason, he or she or his AGENCY must notify DAIQUIRI in writing. The cancellation will be effective upon DAIQUIRI's receipt of the written notification by email. DAIQUIRI incurs substantial administrative and planning costs prior to the departure of TRAVELER. Therefore, regrettably, if TRAVELER cancels his or her participation in the TRAVEL SERVICES, funds paid by TRAVELER to DAIQUIRI can be refunded only as set forth below.

**FOR TRAVEL PROGRAMS:**

If TRAVELER cancels 31 days or more before TRAVEL start date, TRAVELER may apply the deposit to another TRAVEL date to be scheduled to depart within 365 days of the original scheduled start date, subject to space availability, minus a \$50 change fee. The deposit cannot be applied to another TRAVEL SERVICE if cancellation is received 30 days or less before TOUR start date. Re-bookings on new travel dates are subject to new pricing at time of request.

If the cancellation is effective and a re-booking is not requested, the following penalties will apply:

PER PERSON PENALTIES	CASA PARTICULAR PROGRAMS	HOTEL PROGRAMS*	EXCURSIONS AND OTHER TRAVEL SERVICES**
<b>PAYMENT TERMS</b>			
<b>DEPOSIT</b>	\$200 at time of booking	\$200 at time of booking	Full payment at time of booking
<b>FULL PAYMENT</b>	60 days prior to travel	60 days prior to travel	Full payment at time of booking
<b>CANCELLATION PENALTIES APPLIED (amounts retained)</b>			
<b>61+ DAYS BEFORE TRAVEL</b>	\$200 cancellation fee	\$200 cancellation fee	50% of total price
<b>31-60 DAYS BEFORE TRAVEL</b>		50% of total package price	
<b>30-15 DAYS BEFORE TRAVEL</b>	75% of total package price	75% of total package price	75% of total price
<b>14-0 DAYS BEFORE TRAVEL</b>	100% of total package price	100% of total package price	100% of total price
<b>RE-BOOKING POLICY***</b>			
<b>31+DAYS BEFORE TRAVEL</b>	\$50 change fee	\$50 change fee	\$50 change fee

<b>30-0 DAYS BEFORE TRAVEL</b>	same as cancellation above	same as cancellation above	same as cancellation above
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No refunds will be made for unused portions of the TOUR for any reason.

The TRAVELER is solely responsible for any airfare or other travel fees, charges, expenses or penalties that might result from any cancellation of or change in the TRAVELER's TOUR, whether the TRAVELER cancels the TOUR or it is cancelled or altered by DAIQUIRI.

It is very important that a TRAVELER/AGENCY understands the cancellation policy. If it is not clear, the TRAVELER should ask for clarification. Please note that some hotels may have different cancellation penalties than those listed here in; if this should arise those cancellation penalties will be communicated to the TRAVELER/AGENCY at time of booking. DAIQUIRI cannot make exceptions to this cancellation policy for any reason, including medical emergencies. Travel Medical and Emergency Medical Evacuation insurance is automatically included in the ARILINE ticket (please check with your airline's policy for full details). DAIQUIRI STRONGLY URGES THE TRAVELER TO PURCHASE ADDITIONAL TRIP CANCELLATION INSURANCE.

For flights booked through DAIQUIRI, the following applies:

#### **Change Rules**

- **Change Rules**
  - Changes (travel dates): All Changes will incur an administrative fee from the airline and agency in addition to the fare change, when allowed. This will vary by airline.
  - Changes (name): All tickets are nontransferable. All Changes will incur an administrative fee from the airline and agency in addition to the fare change, when allowed.
  - Cancel / Refund: Not allowed.

#### **Flight Rules and Restrictions**

- Daiquiri Tours Inc advises all passengers to ensure to have all travel documents including Passports, and required visas issued and presented at the time of travel.
- Daiquiri Tours Inc advises all passengers to review tickets and itinerary upon receipt. All times shown in the itinerary are local times.
- All passengers are recommended to be present at the airport 3 hours prior to departure for international departures, and 2 prior to domestic travel.
- All International flights must be confirmed 72 hours prior to departure.

#### **All tickets returned for refund or reissue in addition to any applicable airline charges.**

- Daiquiri Tours Inc does not assume responsibility for and will not compensate passengers for travel interruptions caused by matters beyond our control including

- those caused by Acts of God and Nature, overbooking and or changes made by carriers/hotels/car rental companies/tour operators, etc.
- Daiquiri Tours Inc has made passenger completely aware of the importance of travel insurance and the conditions that apply to tickets.
- Daiquiri Tours Inc will not be responsible for any expense incurred as a result of refusal to purchase travel insurance.
- Please make a note of your confirmation number or print the itinerary/email for your records. This serves as a confirmation of your booking request.

#### **4. CHANGES TO RESERVATION**

Changes to type of TOUR or start date by TRAVELER or AGENCY are considered a cancellation and are subject to the Cancellation and Refund policy found herein. TRAVELER changes may be subject to additional airline, TOUR or hotel fees should the original rates no longer be available for the revised travel dates.

#### **5. PASSPORTS AND VISAS**

The TRAVELER is required to have a passport valid for six months after the return from their TOUR and it is TRAVELERS responsibility to obtain the required visas if applicable. DAIQUIRI or a commercial airline provides the Cuban visa on all TOURS to Cuba. TRAVELERS holding a passport from a foreign country, green card, U.S. visa, or special-use passport are solely responsible for understanding the limitations imposed on their passport, green card, U.S. visa, or special-use passport regarding re-entry back into the United States. DAIQUIRI cannot be held liable for a TRAVELER who is refused service by any air carrier or entry into any country because of a restricted visa or passport or denial of a visa by any country's consular services. In the event the TRAVELER is refused entry to the country of travel because of visa or passport issues or denial of a visa, applicable cancellation penalties apply.

TRAVELER is responsible for having on his or her person proper documentation to enter each country of travel as applicable as well as to re-enter the United States, and proper documentation to travel via a third country (if applicable).

#### **6. CUBAN-BORN TRAVELERS TRAVELING TO CUBA**

TRAVELER and AGENCY acknowledges that the Cuban Government imposes different requirements for Cuban-born persons traveling to Cuba (even if the traveler is a naturalized US Citizen), and that the process to obtain a Cuban visa or Cuban passport, if needed, can take a minimum of 8 to 12 weeks and sometimes longer. DAIQUIRI suggests that all Cuban-born persons wishing to participate in a TOUR to Cuba contact DAIQUIRI for more information on how to obtain a visa or Cuban passport. DAIQUIRI is not responsible for any information it provides to TRAVELERS or AGENCY regarding the Cuban visa or for any delay or denial in the issuance of a Cuban visa, if required.

## **7. TOUR CHANGES**

We make every effort to operate the TOUR as outlined in the itinerary pages. However, circumstances beyond our control may require an adjustment to the TOUR or its inclusions. We strive to avoid such changes, but must reserve the right to make such modifications when necessary. Every attempt will be made to replace such changes or cancellations of tour components with a comparable substitution. If a TRAVELER cancels his or her participation in the TOUR because of a TOUR change, normal cancellation penalties will apply.

We reserve the right to substitute hotels if necessary.

## **8. TRAVELERS REQUIRING SPECIAL ASSISTANCE**

TRAVELER or AGENCY must report any disability requiring special attention at the time a reservation is requested. DAIQUIRI will make reasonable attempts to accommodate the special needs of such TRAVELERS, but does not guarantee this, and is not responsible for any denial of services by airline carriers, hotels, transportation agencies, and other independent suppliers. DAIQUIRI regrets that it cannot provide individual assistance to a TRAVELER for walking, dining, getting on and off motor coaches, ships and other transportation vehicles, or assist with other personal needs. TRAVELERS who need such assistance must be accompanied by a qualified companion who is also a TRAVELER on the TOUR. Cuba and its outdated infrastructure can sometimes be difficult to maneuver for persons with disabilities.

## **9. OFAC LICENSING REQUIREMENTS**

All TRAVELERS acknowledge that travel transactions related to Cuba from the United States must be (i) directly incident to one of the self -authorizing general license travel categories or (ii) authorized travel under the auspice of a specific license granted on a case-by-case basis. Under current United travel restrictions with respect to Cuba, travel-related transactions are prohibited except for certain categories and that by purchasing and participating in services provided by DAIQUIRI, each TRAVELER self-certifies that they qualify to travel under one of the general license authorized by OFAC for travel to Cuba. At the time of booking, each TRAVELER will receive all necessary forms to be filled out in accordance with the regulations. TRAVELER is encouraged to maintain records of their travel documents on file for 5 years from travel should the need arise to prove licensed travel. Because of the U.S. embargo on Cuba, each TRAVELER, as an authorized traveler under a general license, is 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.

## **10. STATE DEPARTMENT TRAVEL ADVISORIES**

It is the responsibility of each TRAVELER 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](http://travel.state.gov) or by calling (888) 407-4747. In the event of an active State Department Travel Warning against travel to the specific destination location(s), should a TRAVELER still choose to travel such TRAVELER assumes all risk of personal injury, death or property damage that may arise out of the events like those advised or warned against.

## **11. LIMITED RESPONSIBILITIES**

DAIQUIRI, its employees, shareholders, directors, successors, agents and assignees, does not own or operate any entity which provides goods or services to the TRAVELER. DAIQUIRI purchases transportation (by 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, DAIQUIRI is not liable for any negligent or willful act of any such person or entity or of any third person. In addition and without limitation, DAIQUIRI is not 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 may take place in remote locations, far from medical facilities. Guest assumes all such risks associated with participating in these trips.