

# BOOKING TERMS AND CONDITIONS

## **Contract with Big Planet Adventures Pty Ltd.**

The terms and conditions set forth below (the 'Terms') constitute the entire understanding and agreement between Big Planet Adventures Pty Ltd (the 'Company') and the customer (the 'Customer') with respect to 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 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.

### **1. Reservations / Acceptance of Booking.**

To reserve a space on any trip (multi night tour, custom tour, day tour, or other service), each Customer must submit: (1) A completed application form; (2) A deposit per person paid within 7 days of booking, with the balance payable **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.

### **2. Payments / Customer Details.**

Payments can be made by credit card, bank transfer or by whatever means is acceptable by the Company or an authorised booking agent at the time of booking. The Customer is responsible for paying all costs applied by banks, credit card companies, or merchant solution companies when making payments to The Company, such as international money transfer fees, currency exchange commissions, or credit card payment fees. If payments are not paid when due, the Company reserves the right to treat the reservation as cancelled. No Customer will depart on a trip unless all payments and necessary documents have been received by the Company. For the Company to confirm and guarantee the Customer's travel arrangements, the customer must provide all essential customer details with their final payment as per the dates specified in (1) above. Essential customer details include passport number, email contact address, relevant medical conditions, full name, date of birth, country and city of residence, and nationality.

### **3. Single Supplement.**

All accommodations (hotels, etc) are based on double occupancy. All efforts will be made to allocate the single traveller into shared accommodations. If no roommates are available, then the Customer will be supplied with single accommodation without further charge. If at any time during the tour the Customer requires single accommodation, the Customer may request this from the Tour Leader. The Customer must pay directly to the Tour Leader for any additional costs. There is no guarantee by Big Planet Adventures Pty Ltd that such accommodation will be available.

### **4. Cancellation by the Customer.**

If the Customer cancels, a cancellation fee may apply. Cancellations must be in writing and the date on which the written communication is received by the Company or its Agent, will determine the cancellation charges applicable.

#### **4.1 Multi Night Tours:**

- i. **60 or more days** prior to start date: The cancellation fee is loss of full deposit or *100% kept as credit*.
- ii. **60 - 15 days** prior to start date: The cancellation fee is 25% of tour price or *100% kept as credit*.
- iii. **15 days or less** prior to start date: 50% of tour price or *100% kept as credit*.

**4.2 Day Tours:** If cancellation is made more than 48 hours prior to the tour there is no cancellation fee applicable. If made less than 48 hours before the tour, there is a 100% cancellation fee.

**4.3 Other Services:** Some extra services booked in conjunction with a tour may be non-refundable, such as flights, tourist cards, insurance, & some pre or post additional hotel reservations.

### **5. Unused Services by Customer.**

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 after termination of the tour.

## 6. Changes by the Customer.

**6.1 Amendments:** Within 60 days of departure, any amendments to a file depend on availability and will be on a request basis. No changes can be made **within 15 days** of departure. This includes booking additional accommodations, transfers, or excursions. The Company is not responsible for additional expenses incurred by the Customer because of such changes, including but not limited to non-refundable 'Advance Purchase' air tickets, etc). Note, scheduled airlines may impose 100% cancellation charges.

**6.2 Transfer of name:** If you are prevented from travelling 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.

## 7. Cancellation by the Company.

**7.1 Insufficient sign-up.** The Company reserves the right to cancel any trip due to insufficient sign-up (not meeting the 2-person minimum), which makes the trip economically unfeasible to operate or for any other reason. If this happens, either 100% refund (all admin/bank fee waived) OR 100% credit towards another trip. The Company is not responsible for additional or incidental expenses incurred by travellers 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).

**7.2 Force Majeure.** 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. In such situations if this is prior to the departure date either 100% refund (all admin/bank fee waived) OR 100% credit towards another trip is offered. If this occurs after the tour has departed, then a pro rata (days remaining of trip) refund is offered - either 100% refund (admin and bank fee waived) OR 100% credit towards another trip. The Company is not responsible for additional or incidental expenses incurred by travellers 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).

## 8. Amendments by the Company

**8.1** If the Company is unable to provide a **particular activity or service** that is included in a package, when possible, notice will be provided before departure, however the Company is not obligated to do so nor to pay compensation. If practicable, the offer of a replacement activity or service will be provided. The customer may accept, or decline said offer. If accepted, the customer will be required to pay any additional cost. If the cost is less than the contracted amount, the Company will refund the difference. If Customer declines to accept the replacement activity or service, a refund for the cost of that activity or service will be provided. Election and payment for a replacement activity or service must be made within the specified time provided.

**8.2 Prior to departure:** If it becomes evident that a **significant proportion** of the services booked is unable to be provided, the Company will, if practicable, offer alternative arrangements, which the Customer may accept or decline. If this offer is accepted, payment for any additional costs is required. However, if the cost is reduced a refund for the difference will be provided. If declined, then the contract between the Company and Customer will be terminated and all monies will be refunded. Election and payment for a replacement activity or service must be made within the specified time provided.

**8.3 Prior to departure:** If the Company is unable to provide a **destination** that is included in a package, advice will be provided as soon as reasonably possible. If practicable, the Company will offer (based on these Terms) a replacement destination. The customer may accept, or decline said offer. If accepted, the customer will be required to pay any additional cost. If the cost is less than the contracted amount, the Company will refund the difference. If declined, then the contract between the Company and Customer will be terminated and all monies will be refunded. Election and payment for a replacement activity or service must be made within the specified time provided.

**8.4 After Departure:** If the Company is unable to provide a **particular activity or service** that is included in the package, when possible, notice will be provided before departure, however the Company is not obligated to do so nor to pay compensation. If practicable, the offer of a replacement activity or service will be provided. The customer may accept, or decline said offer. If accepted, the customer will be required to pay any additional cost. If the cost is less than the contracted amount, the Company will refund the difference. If Customer declines to accept the replacement activity or service, a refund for the cost of that activity or service will be provided. Election and payment for a replacement activity or service must be made within the specified time provided.

**8.5 After Departure:** In the unlikely event that, for any reason, the Company is unable to provide a **significant proportion** of the services after departure, the Company will, if practicable, offer alternative arrangements, which the Customer may accept or decline. If this offer is accepted, payment for any additional costs is required. However, if the cost is reduced a refund for the difference will be provided. If declined, transport back to the point of departure will be provided and a pro rata refund (as determined by the Company) for the cost of the remainder of the Customer's tour package.

## **9. Tour Prices.**

Prices quoted by the Company may be changed at any time until the Company has confirmed in writing the acceptance of the Customer's booking. Even after that time, prices may be changed if the Company incurs additional costs after that time including, for example, where businesses that the Company uses to provide services included in the Customer's package, raise their costs for any reason. If this results in the overall costs of the tour package increasing by more than 10%, the Company will require that the Customer pays the additional amount. The Customer will be entitled at that point to cancel their tour with a full refund of all monies that had been paid to the Company. Should the Customer decide to cancel because of this, the Customer must exercise their right to do so within 5 days of the date that the Company had advised of the change of price of the package. If there is less than 5 days before the departure date, then the Customer must advise of their cancellation no later than one day after the Customer has received advice of the increased costs.

## **10. Airlines.**

The Company's 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. Authority on Tour.**

The Customer must always 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 wellbeing of the group or individual travellers. Should the Customer fail to comply with this section, or if in the opinion of the tour leader or Company representative, the Customer's behaviour 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.

## **13. Medical fitness and health.**

The Company strongly recommends a visit to a doctor and dentist before travelling. You can ask the doctor about the current inoculation requirements. The Company does not assume any responsibility about advising the Customer about health precautions in visiting Cuba.

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. As a minimum the Customer 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 Tour Leaders work hard to ensure that all our travellers are catered for equally, it is not their responsibility to help individuals who cannot complete the day's activities unaided. The Tour Leader has the right to disqualify anyone at any time during the trip if it is felt that the Customer's continued participation will jeopardise 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, 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.

#### **14. Age and restrictions.**

There are no age restrictions on any of Big Planet Pty Ltd Tours. An unaccompanied minor under 18 years of age is required to provide a letter from a guardian or parent. A person over 70 years of age is required to complete a **self-assessment form** at the time of booking. This does not restrict that person in any way from joining a tour. Big Planet Pty Ltd strongly recommends a travel companion for a person over 70 years of age.

#### **15. Baggage.**

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

#### **16. Insurance.**

**16.1 Medical Insurance** - Every Customer of Big Planet Adventures Pty Ltd must be covered by travel related personal medical insurance. This insurance must cover personal injury, medical expenses, air ambulance, repatriation costs, evacuation expenses and all other expenses. The Customer agrees to obtain and verify that he/she has sufficient personal medical insurance coverage for the trip.

**16.2 Travel Insurance** - It is strongly recommended that the Customer obtains personal travel insurance, that apart from covering medical expenses due to illness or injury, also covers baggage, cancellation, curtailment, loss of belongings, and all other expenses which might arise because of loss, theft, damage, 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.

**16.3 Asistur Travel Insurance for Cuba** - Any Customer purchasing the insurance cover the Company offers that is specific to Cuba, agrees to the **general conditions set down by the Cuban State insurance provider Asistur**. It is the responsibility of the Customer to check all these details prior to purchasing. There is no refund by Asistur once this policy is issued.

#### **17. 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.

#### **18. 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.

### **19. Responsibility on Your Tour.**

All services herein are organised by the Company. Notice is hereby given that all arrangements made on behalf of customers are made by organisers on the sole condition that the organisers 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 traveller, 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 organised by the Company, including accommodations and all other services related to the tour which are organised 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 organiser reserves the right to withdraw or refuse any service to any Customer at the discretion of the organiser.

**19.1 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 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 wilful or fraudulent conduct) on the part of Big Planet Adventures Pty Ltd, its 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 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 travelling 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 Big Planet Adventures Pty Ltd of and from any and all liabilities to the maximum extent permitted by the law.

### **20. High risk activities**

In addition to any other provisions of these Terms that relate to included activities, where a package involves a **high-risk activity** such as diving, you will be required to sign a separate Information and Disclaimer form to be able to participate in such included activities.

### **21. 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, horse riding, snorkelling and other extras, which are not included in the tour price.

## **22. 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.

## **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. Applicable Law and Choice of Forum.**

This contract is governed by the laws of the state of New South Wales, Australia, and any legal action arising therefrom, shall be litigated only in the appropriate court having jurisdiction in the state of New South Wales, Australia.

## **25. 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.

## **26. Severability.**

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

## **27. 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.

## **28. 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.

## **29. Damages.**

The Customer will be required to pay the full cost of any damage caused to the accommodations or transport vehicles due to improper use of installations and materials, or by being unreasonably reckless.

## **30. 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. Please refer to our website for the **Company's Privacy Policy**.

## Agreement to Terms and Conditions:

I, ..... declare that I have read and agree to the abovementioned Big Planet Adventures Pty Ltd Terms and Conditions.

Signed.....Date: .....

| **Head Office (admin)** 81 Bedford St Newtown NSW 2042 AUSTRALIA | **Local Office (reservations)** #82 Calle Cuba Old Havana Cuba 10100 | **USA Office (reservations)** P.O. Box 13541 Sacramento, California 95853 | **Cuban Adventures** is a product of Big Planet Adventures Pty Ltd – Australia (NSW) | Travel Agents Licence No. 2TA07919, Australian Business Number: 15154669360 | **Havana Adventures** is a product of Big Planet Adventures Pty Ltd – Australia (NSW) | Travel Agents Licence No. 2TA07919, Australian Business Number: 15154669360 | **Cuban Adventures USA** is a product of Big Planet Adventures Pty Ltd California | Travel Consumer Restitution Fund (TCRF) CST #2121440-40 |

## Discounts and Promotions

**The following are the rules and conditions related to our discount offers and promotions:**

- A discount cannot be used in conjunction with any other offer or discount.
- Only one discount can be used when booking a service.
- Discounts are only valid for customers who book and pay with us directly.
- Discounts are not valid for customers who book and pay for services to a separate agent.
- The Company reserves the right to withdraw, amend or cancel a discount offer at any time.
- The Company reserves the right to amend these Terms and Conditions for discounts at any time.
- Any revised version will be effective immediately when it is displayed on this website.

**Discounts do not apply to any of the following:**

- Local Payment amounts.
- Extra services attached to a tour such as flights, insurance, extra nights of accommodation, tourist visas.

## 10% Family and Friends Discount

### Following these 4 simple steps will give your friends a 10% discount on any of our tours!

- After you travel with us, fill out an [online feedback form](#) for your tour.
- Share your comments about the tour on our [Facebook review page](#)
- Recommend us to your friends, telling them that they can get a 10% discount if they quote your email address in the booking.
- Your friend, or family member who is claiming the discount, books directly [on our website](#) (not via an external agent) and enters your email address in the field that requests this.
- Following these steps will also qualify yourself for a 10% discount if you travel on one of our tours on a repeat visit to Cuba.

### Additional Notes:

- There is no restriction on the number of family and friends covered by this offer
- There is no expiry date on this offer.
- Offer is subject to places being available on the desired tours.
- The discount can only be applied once per person per tour (maximum discount amount is 10%)