

3 destinations  
2 islands  
1 commitment

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General Terms  
and Conditions



caribbean  
**tours**<sup>®</sup>  
destination  
specialist CUBA · DOMINICAN REPUBLIC · MEXICO

# General Terms and Conditions

## General terms and conditions of CARIBBEAN TOURS AG for corporate customers for the destinations Cuba, Dominican Republic and Mexico

### 1. Subject of the contract

These general contractual terms and conditions (hereinafter GTC) govern the relations between CARIBBEAN TOURS and a corporate customer (hereinafter the Tour Operator). They shall also be applied if no reference is made to these GTC in individual contracts and/or bookings.

The individual agreements between CARIBBEAN TOURS and the Tour Operator have priority over these GTC.

### 2. Individual agreements between the parties

The services of CARIBBEAN TOURS, prices and additional agreements are concluded in the individual agreement.

The services of CARIBBEAN TOURS are determined by an individual agreement and GTC. Information, etc., which do not come from CARIBBEAN TOURS, such as details provided by the service providers, tourism organizations, assessment portals, etc., do not oblige CARIBBEAN TOURS.

### 3. Caribbean factor

The Caribbean, especially Cuba, is a touristic-developing area, but it cannot be compared with Europe in terms of standard. The "Caribbean flair", which is appreciated by the tourists, can lead to inconsistencies, as tourists have misconceptions regarding the quality and availability of tourism services.

CARIBBEAN TOURS therefore expressly points out that the standard of hotels, restaurants, means of transport, public facilities, etc. does not meet European standards. The hotels, despite their own data of their categories (stars) and/or the belongings to international hotel chains, cannot always be compared with Swiss standards. Due to the colonial construction style of many city hotels in Cuba not all rooms have windows or they open only on the courtyard under certain circumstances. CARIBBEAN TOURS always tries to reserve rooms with windows, but this cannot be guaranteed.

"Caribbean Punctuality" does not correspond to European punctuality. The Tour Operator shall take into account these circumstances during his travel planning, his tenders, travel information, etc.

The road conditions in the destination countries do not always correspond to the European standards. The roads are partially in less good condition (bumpy, with sumps, here and there not asphalted). Therefore, it is often necessary to drive slowly. Even animals and carriages are not uncommon on the road. For these reasons, it can lead to longer traveling times in certain circumstances.

CARIBBEAN TOURS is reliant on Cuban state tourism organizations when purchasing services and cannot conclude contracts directly with individual service providers. Certain restrictions arise in this connection when selecting service providers and a possibility to intervene directly with service providers.

### 4. Tour Operator purchases in its own name

The Tour Operator purchases services in its own name and its own account. It is responsible for marketing towards travelers. In particular, it is charged with the information requirements in accordance with the Federal Law on all-inclusive tours.

There are no contractual relations between CARIBBEAN TOURS and the Tour Operator's customer.

### 5. Price increases

CARIBBEAN TOURS reserves the right to increase agreed prices up to 3 weeks before the commencement of services in the following cases:

- Increase in transport and accommodation costs
- Introduction or increase of fees and taxes, such as boarding and disembarking fees, landing and security charges, introduction of new taxes or duties or their increase
- Exchange rate changes

If the total price of the booked services increases by more than 5%, the Tour Operator can withdraw from the contract free of charge. Payments already made will be refunded under exclusion of further claims. Notification of withdrawal must come in to CARIBBEAN TOURS in writing or via e-mail within 5 working days (see also Clause 9 "Calculation of a Cancellation Period").

### 6. Program changes before commencement of services

CARIBBEAN TOURS strives to carry out the agreed services according to the program. However, it cannot be excluded that due to objective circumstances (e. g. due to government measures, slot changes,

environmental and natural events, force majeure or other unforeseeable or unavoidable circumstances) or because of service providers changes in program and service will be necessary. CARIBBEAN TOURS shall notify the Tour Operator of such changes promptly and will strive to mitigate their effects. CARIBBEAN TOURS shall also notify the Tour Operator of any changes in the price as a result of changes in the program and services.

The Tour Operator shall have a right of withdrawal if changes in the program or services fundamentally change the overall concept of the trip.

## 7. Program changes during a travel

The Tour Operator shall take note that in the Caribbean, in spite of a good travel organization, program and service changes cannot be excluded during a trip. This is especially due to weather and natural events, governmental measures, force majeure, supply bottlenecks, or other unforeseeable or unavoidable circumstances, etc. CARIBBEAN TOURS strives to minimize the consequences of such changes.

General note on domestic flights: There may be some short-term and unforeseen changes in the schedules of airlines. An evening flight e. g. can be rescheduled to the morning or afternoon or it can take place even from another airport. These changes cannot be influenced by CARIBBEAN TOURS. In all of these cases, program changes are reserved. It shall be attempted to arrange an alternative program or to adjust the program accordingly. CARIBBEAN TOURS does not recommend domestic flights.

CARIBBEAN TOURS is entitled to refuse the remedy in case the defect has been caused by the Tour Operator or the traveler, in the event of force majeure, or if the elimination of the aforementioned defect should incur excessive costs.

## 8. Payment terms

The prices are based on an individual agreement.

Terms of payment for the Dominican Republic: All payments shall be made in USD.

Payment terms for Cuba: All payments shall be made in EUR. Because of the still intact US embargo against Cuba, no USD payments can be made. Although the invoice is issued in USD, the payment of the USD invoice shall be made in EUR equivalent before the due date. The rate applicable is the exchange rate of [www.reuters.com](http://www.reuters.com) on the date of payment. In no case the Tour Operator shall settle the invoice in USD. The US government can freeze this payment and it may never be released. If the Tour Operator paid the invoice in USD by mistake, he should reclaim the amount from the sending bank and make it

again in EUR. Invoices paid in USD are considered to be not paid.

If no other payment terms are specified in an individual agreement, an offer, a booking confirmation or a sales manual of CARIBBEAN TOURS, the following conditions shall apply:

The total amount shall be credited to the CARIBBEAN TOURS' account no later than 30 days before the first service. At the same time, the Tour Operator shall inform CARIBBEAN TOURS via e-mail about the paid invoice (with the invoice number) and the amount paid:

For **Cuba** to the following address:

[accounting.cu@caribbeantours.ch](mailto:accounting.cu@caribbeantours.ch)

For the **Dominican Republic**:

[accounting.do@caribbeantours.ch](mailto:accounting.do@caribbeantours.ch)

For **Mexico**: [accounting.mx@caribbeantours.ch](mailto:accounting.mx@caribbeantours.ch)

Especially for group and incentive travels apply deviating payment terms. CARIBBEAN TOURS shall send this upon request. They are specified in individual contracts or offers.

If the Tour Operator's payment is not received in time, CARIBBEAN TOURS will set the Tour Operator an additional deadline. If this period expires unsuccessfully, CARIBBEAN TOURS can refuse to provide services, consider the contract as cancelled and demand the cancellation costs according to the Clause 9. However, CARIBBEAN TOURS also has the right to insist on fulfillment of the contract.

If the invoice is not paid in due time, upon expiration of the payment deadline, the Tour Operator is automatically in default (expiration date). From that moment CARIBBEAN TOURS shall be entitled to demand an interest on default of payment in the amount of 5%. If an additional deadline referred to in the previous paragraph expired unsuccessfully, CARIBBEAN TOURS shall be entitled to commission a collection agency. Its costs shall be borne by the Tour Operator.

Transfer charges: transfer costs are charged to the Tour Operator (expenses code: OUR). Transfer charges incurred by CARIBBEAN TOURS shall be billed to the Tour Operator.

## 9. Cancellation conditions and processing fees

Changing travel dates and/or services already confirmed by CARIBBEAN TOURS shall be handled as a cancellation with a new registration.

If a definite booking is cancelled or changed, the following costs will be charged:

### 9.1 Cuba: Processing and cancellation fees

Individual travelers 1–5 persons:

After a definite booking, in case of a cancellation up to 46 days before the travel start, at least USD 60.– processing fee per person, maximum USD 180.– per order shall be charged.

Subsequently, the following cancellation fees shall be incurred:  
45–31 days prior to arrival: 10%  
30–15 days prior to arrival: 25%  
14–08 days prior to arrival: 40%  
07–03 days prior to arrival: 60%  
02–01 days prior to arrival: 80%  
24 hours prior to arrival or no-show: 100%  
100% cancellation fees for already issued air tickets

Groups (of 6 persons and more), Incentives and Cruises:  
After a definite booking, in case of a cancellation up to 91 days before the travel start, at least USD 60.– processing fee per person, maximum USD 300.– per order shall be charged.

Subsequently, the following cancellation fees shall be incurred for partial or full cancellation:  
90–60 days prior to arrival: 20%  
59–30 days prior to arrival: 40%  
29–15 days prior to arrival: 50%  
14–07 days prior to arrival: 75%  
06–01 days prior to arrival: 90%  
24 hours prior to arrival or no-show: 100%  
100% cancellation fees for already issued air tickets

## 9.2 Dominican Republic

Individual travelers 1–5 persons:  
After a definite booking, in case of a cancellation up to 46 days before the travel start, at least USD 50 – processing fee per person, maximum USD 100.- per order shall be charged.

Subsequently, the following cancellation fees shall be incurred:  
45–31 days prior to arrival: 10%  
30–15 days prior to arrival: 25%  
14–08 days prior to arrival: 40%  
07–03 days prior to arrival: 60%  
02–01 day (s) prior to arrival: 80%  
24 hours prior to arrival or no-show: 100%

Groups (of 6 people or more), incentive and cruises:  
After a definite booking, in case of a cancellation up to 91 days before the travel start, at least USD 100 – processing fee per order shall be charged:

Subsequently the following cancellation fees for a partial or full cancellation shall be incurred:  
90–31 days prior to arrival: 10%  
30–15 days prior to arrival: 25%  
14–08 days prior to arrival: 40%  
07–03 days prior to arrival: 60%  
02–01 day(s) prior to arrival: 80%  
24 hours prior to arrival or no-show: 100%

If the size of the group is reduced due to a partial cancellation, so that a more expensive price arises, a new price will be charged.

The above-mentioned cancellation conditions refer to package services. Individual services (just hotel or transfer services, etc.) are subject to separate cancellation conditions, which are stated separately in the offer and on the confirmation.

## 9.3 Mexico: Processing and cancellation fees

Individual travelers 1–5 persons:  
After a definite booking, in case of a cancellation up to 46 days before the travel start, at least USD 60.– processing fee per person, maximum USD 180.– per order shall be charged. Subsequently, the following cancellation fees shall be incurred:

45–31 days prior to arrival: 10%  
30–15 days prior to arrival: 25%  
14–08 days prior to arrival: 40%  
07–03 days prior to arrival: 60%  
02–01 days prior to arrival: 80%  
24 hours prior to arrival or no-show: 100%  
100% cancellation fees for already issued air tickets

Groups (of 6 persons and more), Incentives and Cruises:  
After a definite booking, in case of a cancellation up to 91 days before the travel start, at least USD 60.– processing fee per person, maximum USD 300.– per order shall be charged.

Subsequently, the following cancellation fees shall be incurred for partial or full cancellation:  
90–60 days prior to arrival: 20%  
59–30 days prior to arrival: 40%  
29–15 days prior to arrival: 50%  
14–07 days prior to arrival: 75%  
06–01 days prior to arrival: 90%  
24 hours prior to arrival or no-show: 100%  
100% cancellation fees for already issued air tickets

## 9.4 Air tickets

Already issued air tickets are subject to a cancellation fee of 100%.  
Changes of name cannot be performed.

## 9.5 Calculation of a cancellation period

Cancellation of a service shall be made by e-mail to CARIBBEAN TOURS.

**Cuba:** [sales.cu@caribbeantours.ch](mailto:sales.cu@caribbeantours.ch)  
(or individual e-mail address already provided)

**Dominican Republic:**  
[sales.do@caribbeantours.ch](mailto:sales.do@caribbeantours.ch)

**Mexico:** [sales.mx@caribbeantours.ch](mailto:sales.mx@caribbeantours.ch)

Authoritative for a calculation of a cancellation period is the arrival of notification of cancellation to CARIBBEAN TOURS. If the notification is received outside normal office hours (office hours: Monday to Friday: 8.30 to 17.00 (CET/CEST), on

Saturdays, Sundays or general holidays (Zurich), the next working day is authoritative.

## 10. Baggage transport:

The means of transport used can transport baggage up to certain limits.

Round tours and transfers

The Tour Operator's customers shall have the right to the free transportation of the following baggage items per traveler:

1 big suitcase or 1 big bag (max. 23kg)

1 hand baggage (max. 10kg)

Cuba: in case of sports baggage (bicycles, kite equipment, etc.), a micro bus shall be always booked by 1–2 pax.

CARIBBEAN TOURS or the service provider is entitled to reject transportation of the further baggage. CARIBBEAN TOURS or service providers is free to transport the additional baggage, but it shall call the Tour Operator's attention to the fact that the comfort of the transportation can be restricted and CARIBBEAN TOURS or service providers is not liable for the consequences arising from this, or perhaps a larger vehicle must be used which costs shall be billed to the Tour Operator.

### National flights

There are baggage restrictions to national flights:

**Cuba:** 20kg checked baggage; hand baggage max. 5kg. (The hand baggage shall be placed under a seat or fit into a luggage compartment above the seats, length + width + height max. 115cm).

**Dominican Republic:** There are different conditions depending on the airline. These will be notified at the time of booking.

**Mexico:** Different conditions apply depending on the airline and booking class. These will be communicated at the time of booking.

## 11. Complaints

Travels accompanied by the Tour Operator

If a travel is accompanied by the tour operator or its tour guide, its customers shall address to the tour guide. He contacts then the office of CARIBBEAN TOURS. CARIBBEAN TOURS shall remedy the claimed short comings in cooperation with the Travel Operator and the service provider.

Unaccompanied travels

The Tour Operator is obliged to inform his customers about a correct procedure. CARIBBEAN TOURS shall respond to complaints etc., only if defects etc. are displayed correctly. Basically, the Tour Operator is the contact person of the traveler.

The Tour Operator shall provide a remedy in cooperation with CARIBBEAN TOURS. In the individual contract another procedure can be agreed.

Removal of defects

CARIBBEAN TOURS shall be notified immediately of any defects, so that CARIBBEAN TOURS can provide appropriate remedies. CARIBBEAN TOURS is not obliged to remedy the defect caused by the traveler, the Tour Operator or by force majeure, or the remedy would cause disproportionately high costs.

If the defects are indicated not immediately, the Tour Operator (or its customer) loses his rights.

CARIBBEAN TOURS explicitly draws the Tour Operator's attention to the short deadlines for baggage claims and delays.

If CARIBBEAN TOURS shall locally remedy any defects on behalf of the Tour Operator, take corrective measures and effect possible repayments on its behalf, this shall be regulated via individual agreement with the Tour Operator. Especially, what is the maximum amount of repayments by CARIBBEAN TOURS on behalf of the Tour Operator. The Tour Operator shall respectively authorize CARIBBEAN TOURS.

Liability for defects

If a defect cannot be remedied or can be remedied insufficiently, CARIBBEAN TOURS shall be liable max. up to

the price paid by the Tour Operator for the relevant service. In case of all-inclusive, the value of the relevant service shall be calculated in relation to the total price. Unless otherwise agreed, these amounts shall be granted in the form of credits (Item 12 Paragraph 2).

## 12. Complaint management

The Tour Operator sends complaints, etc. to the quality management department of CARIBBEAN TOURS

**Cuba:** claims.cu@caribbeantours.ch

**Dominican Republic:** claims.do@caribbeantours.ch

**Mexico:** claims.mx@caribbeantours.ch

The complaint shall be accompanied by the corresponding evidence (defect notification, photographs, receipts, etc.) and the claim for reimbursement shall be clearly stated. The complaint must reach CARIBBEAN TOURS within 30 days after the contractual end of the CARIBBEAN TOURS service. Delayed complaints cannot be accepted and any possible claims are forfeited.

Refunds are granted in the form of a credit note. This credit can be deducted from the next payment. The Tour Operator has no right to offset with payments any asserted claims without a prior credit or to withhold payments.

## 13. Liability of CARIBBEAN TOURS

a. CARIBBEAN TOURS is liable for a careful travel organization and a proper tender of travel services. Liability in case of claims other than a personal injury shall be limited to twice the package price/traveler per traveler.

Liability shall be excluded for service providers and assisting persons.

b. If the services of CARIBBEAN TOURS should be subject to compulsory applicable (laws) rules or compulsory applicable international agreements, CARIBBEAN TOURS shall be liable only in accordance with these applicable laws and international agreements.

c. Liability shall be excluded especially in the following cases:

- The damage has been caused by failure of the Tour Operator or traveler before or during the trip.
- The damage has been caused by third parties.
- The damage occurred despite all due care on the part of CARIBBEAN TOURS and/or the service providers or due to force majeure.

d. The limitations and exclusions of liability in these GCTC and in individual agreements shall also apply to the non-contractual or quasi-contractual liability. The non-contractual or quasi-contractual liability cannot justify any further claims as if it could be stated for the contractual liability in these GCTC. This shall not affect mandatory applicable, contractual unchangeable provisions.

#### **14. Forfeiture and limitation**

The Tour Operator's claims (and/or his customers) shall be forfeited if these are not claimed within 30 days after the contractual end of CARIBBEAN TOURS services.

The claims shall become time-barred within one year after the contractual end of the services.

This shall not affect short forfeiture and limitation periods in applicable laws and international agreements and / or longer, contractually unchangeable periods.

#### **15. Mentioning of CARIBBEAN TOURS**

The Tour Operator shall not be entitled to name CARIBBEAN TOURS in its documents, in communication or otherwise without the express permission of CARIBBEAN TOURS

#### **16. Emergencies**

CARIBBEAN TOURS offers the Tour Operator the following emergency numbers as well outside office hours (normal office hours: Monday to Friday: 8.30 to 17.00), at week- ends and on holidays:

**Cuba:** +53 (0) 52 79 98 40

**Dominican Republic:** +1 829 367 7421

**Mexico:** +52 984 876 29 47

These numbers are available for use only in emergencies.

In the event of natural disasters and other emergencies, CARIBBEAN TOURS shall set up an emergency committee and inform the Tour Operator about the state of affairs by e-mail.

The Tour Operator shall report his emergency number to CARIBBEAN TOURS on its own initiative: **Cuba:** [customerexperience.cu@caribbeantours.ch](mailto:customerexperience.cu@caribbeantours.ch) **Dominican Republic:** [customerexperience.do@caribbeantours.ch](mailto:customerexperience.do@caribbeantours.ch) **Mexico:** [customerexperience.mx@caribbeantours.ch](mailto:customerexperience.mx@caribbeantours.ch)

In the emergency number or other communication information changes, the Tour Operator shall immediately notify CARIBBEAN TOURS.

#### **17. Information requirements**

The Tour Operator informs its clients about the entry and health regulations, etc.

Especially for Cuba about the "health insurance requirements": the entry into Cuba is possible only with a proof of having a foreign health insurance (not from US-insurance companies). Any person who cannot provide certificate of insurance when entering, shall sign a Cuban health insurance at the airport obligatory or they can be refused entry.

#### **18. Data protection**

CARRIBEAN TOURS is subject to the Swiss data protection. CARRIBEAN TOURS forwards the data of the Tour Operator and/or its customers to the service providers etc. in the countries of destination, as necessary for the service fulfillment. The level of data protection in these countries does not comply with the Swiss level of protection.

#### **19. Severability Clause**

If individual provisions of these general contractual and travel conditions or the individual agreements should prove to be invalid, ineffective or unenforceable, the validity, effectiveness and fulfillment of the remaining parts of these GCTC and the individual agreements shall not be adversely affected.

The invalid, ineffective or unenforceable provision shall be replaced by a valid, effective and fulfillable provision which approximates the original intention of both parties as closely as possible.

#### **20. Applicable Law and Jurisdiction**

All relations between CARIBBEAN TOURS and the Tour Operator are exclusively subject to Swiss law. As exclusive venue of jurisdiction Zurich, Switzerland is agreed.

The compulsory applicable, contractual unchangeable provisions in the applicable Law and international agreements are not affected

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