

## Terms of Business Payment & Cancellation Policy

Below you will find the CUBAPLUS TRAVEL INC. general “Payment and Cancellation Policy”, as well as the general “Terms and Conditions”:

### PAYMENT POLICY

- The Final Price quoted is the price for the trip according to the detailed itinerary presented to and approved by the client.
- Planning fees are charged at \$150 per hour according to an estimate of 10 planning hours and charged in advance at the beginning of the planning process with client as a one-time payment against the total trip cost.
- Planning fees and Agency fees are non-refundable. If any additional planning is required beyond the original ten hours, then CPT will have the right to charge for additional planning cost at the agreed rate.
- An invoice will be generated by CPT due 60 days prior to the arrival in Cuba for 50% of the final trip price quoted for the itinerary.
- An invoice will be generated by CPT due 30 days prior to the arrival in Cuba for the balance of the total trip price minus any payments received.
- Payments must be made by wire transfer to the account/address indicated in the invoice.
- Any pre-and post-trip arrangements not finalized by 30 days prior to the trip, may result in an additional service fee.
- Invoices will include a Cuba Cash Transfer Fee of 7 % of the operational costs of the Final Quote as CPT has to transfer operational funds to Cuba and transferring funds to Cuba is complicated.

#### A. Agency Fees for vessels

- Vessels under 30m      US \$ 80 per meter
- Vessels 30m – 60m      US \$ 105 per meter
- Vessels over 60m      US \$ 130 per meter

These fees are applicable for stays up to 30 days. For extended stays Agency Fees are prorated accordingly and will be agreed upon an individual case based on length of stay and size of vessel, as well as ports of call. This fee includes:

- Navigation plan with GPS coordinates for anchorages
- Custom itinerary for land excursions & experiences
- Permits & paperwork for national parks & marine protected areas
- Arranging dockage and/or anchorage
- Two local sim cards for a client phone – voice and data usage billed separately
- Restaurant & cultural activity reservations and VIP access
- Assistance with changing money to local currency
- Provisioning assistance
- 24/7 Trip management, concierge service & availability
- Arranging professional dive instructor, drivers, guides & experts as required
- Entry and Exit Clearance
- Other custom and exclusive services as required if possible

## B. Cuban visas & OFAC documentation for U.S. Citizens

All crew and guests of any nationality require a visa to enter Cuba. Additionally, US citizens and US residents require preparation of the US Department of Treasury OFAC documentation.

Visa for Cuba (shipping & handling charged separately) Preparation and filing of OFAC documentation for US citizens and residents	US \$ 100 per PAX US \$ 50 per PAX
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## D. Third Party Goods and Services

Contractors	20% Markup
Food Provisioning – search and organization with local vendors and farms Product Purchase Price	US \$ 500 per event plus 20% Markup
Bunkers – Vessel Fuel Bunkers setup and reservation at marinas Commission Structure	US \$ 500 per operation
Up to 5,000 ltr Up to 10,000 ltr Up to 15,000 ltr Up to 20,000 ltr Up to 30,000 ltr Up to 50,000 ltr Up to 75,000 ltr	6.0% 5.5% 5.0% 4.5% 4.0%
Up to and above 100,000 ltr	3.5%
CPT Specialists – private guide for surfing, diving, history, fishing, wildlife, hunting, geography, oceanography, architecture, art history, wine tasting, hunting guide, etc.	As quoted plus 20% Markup
Other Third-Party Goods and Services As i.e., but not limited to varnish, paint, hydraulics, electronics, carpet cleaning, fire protection systems, safety equipment inspections, canvas, cushions, covers, dive gear inspections, line handlers, garbage collection, importation fees of spare parts and provisions, repackaging of imported goods on behalf of the vessel or guests, customs agency fees, etc.	20% Markup
Day workers	20% Markup
All other services not listed	20% Markup

## CANCELLATION POLICY

Below is a summary of our cancellation policy and corresponding refunds depending on the time of cancellation prior to the trip:

<b>Cancellation Made Within</b>	<b>Refund</b>
61-90 Days	100% of Payment, minus any pre-agreed upon non-refundable fees or planning hours
31-60 Days	50% of Payment, minus any pre-agreed upon non-refundable fees or planning hours
15-30 Days	25% of Payment, minus any pre-agreed upon non-refundable fees or planning hours
0-15 Days	0% of Payment

- Additional costs due to changes to the itinerary and services will be deemed “overages” and invoiced to client based on client approval prior to the end of the trip.
- Overages are to be paid by client withing 15 days of invoicing.
- No refunds will be made for unused portions of the program for any reason or if the number of PAX is less than originally planned, this includes cancellations because of medical and/or COVID related reasons.
- If cancellation is due to US, Canadian or Cuban government action or force majeure beyond CPT control, the amount refunded will be reduced to the extent CPT had incurred expenses in organizing the trip.
- Other than such a refund, CPT will not be responsible for any other refund, interest, liability, other costs or damages of any kind.
- If the client cancels for any reason he or she must notify CPT in writing. The cancellation will be effective upon receipt of the written notification by email and cancellation policies will apply.

## TERMS AND CONDITIONS

### **Responsibility**

In all matters related to the making of arrangements for required program activities, sightseeing tours and services provided incident there to, entertainment and transportation by air, railroad, motor coach, boat, automobile, etc., CPT will act only in the capacity of an agent for any of the travel services with regard to carriers, hotels, suppliers and all other related services. Because of their status as agents, and because CPT maintains no control over the personnel, equipment or operations of these travel service suppliers, we can assume no responsibility for and cannot be held liable for any personal injury, property/luggage damage or other loss, accident, delay, inconvenience or irregularity which may be occasioned either by reason of (1) any wrongful or negligent acts or omissions on the part of the suppliers, (2) any wrongful, negligent or unauthorized acts or omissions on the part of any employee of any of these suppliers, (3) any defect in or failure of any vehicle, equipment or instrumentality owned, operated or otherwise used by any of these suppliers, or (4) any wrongful or negligent acts or omissions on the part of any other party not under the control, direct or otherwise, of CPT.

Group members assume responsibility for their physical abilities to travel, CPT and their agents reserve the right to decline to accept or retain any person as a member of the trip any time before departure or during the trip should said person's health or physical condition or general deportment impede the operation of the program, in which case no refund will be given.

The above disclaimers are similarly claimed by any sponsor of the trip if applicable. The trip prices are based on tariffs and costs in effect at time of printing, and are subject to increase without notice should there be any upward revision in such tariffs or costs before departure.

### **Responsibility to abide by license program for US Citizens or persons under US Jurisdiction**

For US Citizens and Residents, the trip must fall under one of the 12 approved categories by US Treasury Department's Office of Foreign Assets Control through The Cuban Assets Control Regulations, 31 C.F.R. Part 515 (the "Regulations"). Each US Citizen or Resident is individually responsible in complying with the license program. It is the intention of CPT to ensure that the licensed program is followed, and all participants abide by the official program. Your acceptance of the responsibilities related to this program are signaled by paying for your travel transaction.

### **Itinerary Alterations**

In the event that it becomes necessary or advisable for any reason whatsoever to alter the itinerary or arrangements, such alterations may be made. Additional expenses, if any, will be borne by the client. The price includes operator's compensation for service, supervision, operation, promotion and profit. Airlines, railroads and vessels concerned are not to be held responsible for any act, omission or event during the time clients are not on board their planes or conveyances.

### **Optional Activities**

Optional activities furnished by independent suppliers not affiliated with CPT carry with them various inherent risks which can cause serious personal injury. Although precautions are taken by suppliers to guard against such dangers, your safety cannot be guaranteed. Should you elect to participate in such activities while on this program, you must understand that participation will be at your own risk CPT can assume no responsibility for your safety.

**Force Majeure, Acts of God and the Like**

CPT is not liable for acts of force majeure, acts of God, fire, acts of governments or other authorities, wars, civil disturbances, riots, terrorist acts, strikes, thefts, pilferage, epidemics, quarantines, dangers incident to sea, land and air travel, and other similar acts or incidents beyond its ability to control.

**Compliance with Cuban Laws**

By paying their deposit and other invoices for this trip, participant certifies that they will fully participate in the full-time activities pursuant to the license requirements as listed in the program itinerary. Participant also certifies that they will abide with all applicable laws for foreign visitors in the Republic of Cuba. Failure to comply with Cuban law will result in immediate expulsion from the program.

**Traveler's Representations**

Acceptance of the Confirmation/Invoice covering this trip and payment thereof certifies that you have not recently been treated for, nor are you aware of any physical or other condition or disability that would create a hazard to yourself or other members of this trip and is also an acceptance of the trip conditions applicable to the trip and that you have read and understand those conditions.

**For State operated Hotel Reservations****Hotel Substitution**

In the case of using hotels belonging to the state of Cuba it is possible that we could be notified of a very last- minute substitution of hotels by one of the State tour operators. Although we cannot categorically ensure that every hotel previously confirmed will be available at check in time, we will work diligently to keep the hotel selections intact and/or ensure that any substitutes will be in the same category.

**Room Occupancy**

CPT will make every effort to accommodate your single or double room or suite request. However, room occupancy is based on availability, and you will be charged for the actual room arrangement you get during the actual trip to Cuba. Room Conditions: CPT will work with the hotel to make every effort to ensure that your room is acceptable by Canadian Standards, however we cannot be responsible for mold or cigarette smoke residue left over by previous tenants of the hotel room.

**Program and Itinerary**

Program, and Itinerary subject to change at the discretion of Cuban travel industry authorities.