

BOOKING CONDITIONS

Your contract is with Havanatour UK Ltd of 3, Wyllyotts Place, Potters Bar, Hertfordshire, EN6 2JD, UK.
Registered company 685036128, which is fully bonded with the Civil Aviation Authority (CAA) under ATOL 4636.

The aim of these Booking Conditions is to explain where you stand as our customer should you have any queries at all about your booking. It is most important that you carefully read the following conditions and our "Destination Advice" section as these form the basis of the contract between Havanatour, yourself and all the people for whom the booking has been made.

1. BOOKING PAYMENT AND CONFIRMATION

- a) Once a booking has been made over the telephone/email and Havanatour has requested full holiday details and provided a Booking Reference Number to you or your travel agent, a verbal contract shall be deemed to exist between you and Havanatour UK Ltd until the signed booking form is received. All booking conditions including cancellation charges shall apply.
- b) Once the booking is fully confirmed Havanatour will issue a confirmation invoice. It is your responsibility to carefully check the confirmation invoice and to immediately inform Havanatour or your travel agent of any error. The Deposit/Full Payment and a booking form will be required immediately. After receiving your completed booking form and applicable payment, Havanatour will issue an ATOL Certificate if applicable. It is at this stage that a binding contract comes into existence between you and Havanatour.
- c) The person who signs the booking form will be treated as doing so on behalf of and with the consent of all the persons for whom the booking is made. That person will be responsible to us for full payment of the price (including any cancellation/amendment charges).
- d) Documents will not be issued or released until the completed booking form is received.
- e) The balance of your tour cost is payable not less than 10 weeks prior to departure. If the full balance is not received on time Havanatour will treat the booking as cancelled by you and will levy the cancellation charges set out in clause 7 below. If you book within 10 weeks of departure, full payment will be due with your completed Booking Form. If you book within 30 days of departure full payment will be required before any requested is made.
- f) For bookings involving accommodation/car hire only Havanatour reserve the right to charge additional supplements, which will be notified at the time of booking.
- g) To take advantage of certain special fares/offers, terms and conditions may vary and we may be required to issue tickets well before travel. You will be advised at the time of making the reservation if full payment is required, therefore in this instance 100% of the flight cost will be non-refundable/non-changeable, this also applies to domestic flights within Cuba where the ticket has to be issued immediately. Please note Airline conditions will override Havanatour's booking conditions where these restrictions are greater.
- h) Travel documents will be sent approximately 10-14 days before departure. For bookings made within 14 working days of departure, documents can be collected from the Havanatour office during normal working hours or sent by special delivery upon payment of relevant charges.
- i) Havanatour are fully bonded for our package holidays with the Civil Aviation Authority and hold both an ATOL and IATA licence, so you can be sure that all your monies paid and holiday arrangements are secure. In addition we are a member of the highly respected Caribbean Tourism Organisation. Many of the flights and flight-inclusive holidays are financially protected by the ATOL scheme. But ATOL protection does not apply to all holiday and travel services. Please ask us to confirm what protection may apply to your booking. If you do not receive an ATOL Certificate then the booking will not be ATOL protected. If you do receive an ATOL Certificate but all the parts of your trip are not listed on it, those parts will not be ATOL protected. For more information about financial protection and the ATOL Certificate go to: www.atol.org.uk/ATOLCertificate.
- j) Please note a copy of our Booking Form, Booking Conditions, Essential Destination Advice and ATOL information can be found on our website: www.havanatour.co.uk.

2. SPECIAL REQUESTS BY YOU

Any special requests must be made in writing at the time of booking. Every effort will be made to ensure that these requests are fulfilled, but they cannot be guaranteed. We may have to make a charge to meet the costs of providing them. Please note that such requests do not form part of our contractual obligations and we have no liability to you if they are not met.

3. YOUR TRAVEL AGENT

If you book your holiday through a travel agent we will communicate with you through the travel agent. All monies paid by you to an approved travel agent is held at all times by him on our behalf and we are responsible for your booking immediately you have received a confirmation invoice and an ATOL certificate (if applicable).

All monies you pay to the travel agent are held by him on behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to us for so long as we do not fail. If we fail, any money held at this time by the agent, or subsequently accepted from you by him, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

4. ALTERATION BY YOU

If you wish to make any amendments to your holiday after the confirmation invoice has been issued, you must inform us in writing and we will do our best to implement your request. In the event that we are able to do so, communication charges and other expenses will be payable by you together with an amendment fee of £15 per person per alteration, in addition to any charges passed on by our suppliers (e.g. hotels, airlines). However, if you change you're booking less than 10 weeks before departure this will be treated as a cancellation and a new booking and you will be liable for the cancellation charges set out in clause 7. Please note that the supplier's additional charges could increase the closer to the departure date that the changes are made, and that some travel arrangements (e.g. APEX or economy restricted air tickets) may not be changeable and alterations could result in a cancellation charge of up to 100%.

5. IF WE HAVE TO MAKE A MAJOR CHANGE TO YOUR HOLIDAY

If before you depart we have to make a major change to your holiday arrangements e.g. a change of resort area or hotel of lower standard, airport (but excluding changes between London airports and aircraft type), it will only be because we are forced to do so by circumstances usually beyond our control. In such an unlikely event we will inform you or your travel agent immediately and our objective will be to minimise your inconvenience. We will wherever possible offer you alternative arrangements as close as possible to your original choice. They may be of superior value - at our expense of course - or of similar value. In the unlikely event that they are of inferior value (e.g. if only lower grade hotel is available) we will refund the difference in holiday price and also provide you with a cash refund (see grid below). You will then have a choice of accepting, taking another available holiday of similar price or cancelling. Should you choose to cancel compensation will be payable in accordance with the following table and you will be reimbursed all monies paid to us. In no circumstances can we be held liable for any consequential loss or incidental expenditure incurred as a result of these changes.

Cash refund per person:

<u>More than 70 days before departure date</u>	<u>Nil</u>
<u>69 - 49 days before departure date</u>	<u>£20</u>
<u>48 - 31 days before departure date</u>	<u>£30</u>
<u>30 days or less before departure date</u>	<u>£40</u>

Clearly such refunds do not apply to changes caused by reason of civil strike, riots, war, threat of war, natural disaster, industrial action, technical or maintenance problems affecting transport, terrorist activity, closure of airports or similar events beyond our control, fire and adverse weather conditions, changes due to rescheduling or cancellation of flights by an airline or charter and alteration of the airline or aircraft type (please see details of your insurance cover regarding flight delays).

The right to cancel or an alternative holiday together with the compensation set out above only applies to major changes. For all other minor changes we may have to carry these out and reserve the right to do so at any time. No rights to cancel or an alternative holiday or compensation will apply where any change is a minor one.

6. GROUP TOURS

Some of our holidays are based on a minimum number of participants and in the unlikely event that these numbers are not reached we reserve the right to cancel the tour and refund all payments made. Group tours will not be cancelled due to lack of numbers later than 6 weeks before departure. We also reserve the right to alter the arrangements for any group tour if, in our opinion, this becomes necessary. For instance - factors beyond our control might necessitate a change of tour leader, the hotel specified, or the route to be followed.

7. CANCELLATION BY YOU

You, or any member of your party, may cancel your holiday at any time providing that the cancellation is made by the person signing the booking form and is communicated to us in writing which we strongly advise by recorded delivery. As this incurs administrative costs, we will retain your deposit and also apply cancellation charges as shown below.

Period before departure within which written Cancellation is received	Amount of cancellation charge shown as a percentage of holiday price
<u>More than 70 days</u>	<u>Deposit only</u>
<u>69 - 49 day</u>	<u>45%</u>
<u>48 - 31 days</u>	<u>75%</u>
<u>Less than 30 days</u>	<u>100%</u>

Note: The above excludes issued flight tickets set out in Clause 1g.

8. CANCELLATION BY US

We try never to cancel a holiday, but must reserve the right to do so. In particular, we will cancel your holiday if you fail to make any payment by the due date. If we cancel your holiday for any other reason we will inform you or your travel agent as soon as practicable and you will have the option of choosing an alternative holiday of a comparable standard, if available, or receiving a prompt refund of all monies paid. In addition, unless the cancellation has been caused by force majeure, rescheduling or cancellation of flights by an airline or low bookings (defined in clause 6 above) we will pay you the compensation amounts set out in the table in clause 5. If cancellation is because of low bookings you will be notified at least 30 days before departure. The only circumstance in which a holiday will be cancelled less than 30 days before departure is where it is cancelled by reason of force majeure. Please note that we are not liable for any consequential financial loss or incidental expenditure resulting from the cancellation of your holiday.

9. PRICES

1.) We reserve the right to alter the prices of any of our holidays shown in our brochure or advertised elsewhere. You will be advised of the current price of the holiday that you wish to book before the contract is confirmed.

2.) Prices are based upon a rate of exchange between Sterling and US dollar of 1.56 as quoted in the Financial Times on 1st August 2013. Prices are subject to variation if there is an increase due to government action, taxes or fees chargeable for services such as landing taxes or embarkation fees at ports and airports, a change in exchange rates, or increase in transportation costs or fuel prices. Any increase in the holiday price will be notified to you at least 10 weeks prior to departure. Havanatour will in any event absorb such part of the surcharge as is equivalent to 2% of the holiday price. You will be charged for the amount over and above that, plus an administration charge of £1 per person together with an amount to cover agent's commission. If surcharges exceed 10% of the original holiday price you may exercise the option to cancel your holiday arrangements. If you settle the final balance of the holiday price by the due date we will absorb any price increases after that date. In return for this commitment, we are unable to make any refund or reduce any other costs should the value of the pound increase against the currencies used. Our financial year begins on 1 January and ends on 31 December.

10. YOUR RESPONSIBILITIES TO US

1) Passports and Visas:

It is your responsibility to ensure that you and those for whom you are booking are in possession of valid passports and any appropriate visas. You are responsible for any charges, fines etc that may be levied by UK or overseas authorities for non-compliance of passport and visa regulations.

2) Health

Recommended inoculations for travel may change at any time and you should consult your doctor on current recommendations before you depart. Health requirements for your holiday destination can be found on the Foreign Office website www.gov.uk/foreign-travel-advice/cuba, along with other up to date links. It is your responsibility to ensure that you obtain all recommended inoculations, take all recommended medication and follow all medical advice in relation to your trip.

3) Transportation

It is your responsibility to ensure that you arrive in good time to board all flights or other method of transportation. To assist you, we will notify you of the times by which you should arrive at all points of departure. If you miss a flight or other transportation we will try to arrange alternative transportation, but reserve the right to recover from you any costs we incur in making such arrangements.

4) Behaviour

Any client who through unruly behaviour or infringement of accommodation regulations, local laws and customs or upsets the enjoyment of other clients are liable for eviction from their accommodation and must seek alternative accommodation at their own expense. All aircraft captains have the legal right to deny boarding to any passenger who is deemed unacceptable to fly due to intoxication or unruly behaviour. In this case the holiday is forfeited and no money refunded.

11. OUR LIABILITY TO YOU

a) We accept responsibility for ensuring that the holiday that you book with us is supplied as described in our brochure and website and that the services we are contractually obliged to provide are to a reasonable standard. If any part of your holiday is not provided as promised, we will pay you appropriate compensation if this has affected the enjoyment of your holiday. We accept responsibility for the acts and/or omissions of our employees, agents and suppliers save where they lead to death, injury or illness, except as provided in the following paragraph.

b) We accept responsibility for death, injury or illness caused by the negligent acts and/or omissions of our employees or agents, together with our suppliers and sub-contractors, servants and/or agents of the same whilst acting within the scope of, or in the course of their employment in the provision of any part of your holiday that we are contractually obliged to provide. We will, accordingly, pay to our client such damages as might have been awarded in such circumstances under English law. We do not accept liability where damage or loss is attributable to yourself, a third party unconnected with the provision of services contracted for or which are due to unusual and unforeseeable circumstances beyond our control which could not have been avoided even if all due care had been exercised or an event which we could not foresee or forestall.

c) In respect of carriage by air, sea and rail and the provision of accommodation, our liability in all cases will be limited in the manner provided by the relevant international convention. In particular, we shall have no greater liability than the airline in respect of delay, lost and damaged baggage and physical or other injury. Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Reimbursement in such cases will not automatically

entitle you to a refund of your holiday cost from us. If any payments to you are due from us any payment made to you by the airline will be deducted.

12. YOUR FINANCIAL PROTECTION

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

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 are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust 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."

13. CONDITIONS OF CARRIAGE

Land, sea and air carriers have their own conditions of carriage with which you must comply. These conditions of carriage may include limitations or exclusions of liability. A copy of relevant conditions of carriage will be supplied on request. Our liability for such claims will not exceed the limit of the relevant international convention.

14. IF YOU HAVE A COMPLAINT

A) We accept that things can and do occasionally go wrong. If you have a complaint or problem during your holiday, it is a legal requirement that you inform the relevant supplier, our local agent or our office direct who will endeavour to put things right. If your complaint cannot be completely resolved locally, you must obtain written confirmation from the supplier or our local agent of the complaint lodged.

It is a condition of this contract that you communicate any problem to the supplier of the services in question and where available to our representative whilst in the resort and obtain written confirmation of the complaint lodged. If you fail to follow this simple procedure we cannot accept responsibility as we have been deprived of the opportunity to investigate and rectify the problem.

B) In the event of e.g. theft or loss/damage to personal belongings, a police report may be required as evidence to make a claim on your Travel Insurance. Please report any instance to the local police and retain police evidence. Please refer to your travel insurance policy on their full requirements. Failure to do so may affect further investigations taking place or claiming through your Travel Insurance.

C) If you are unable to resolve your complaint locally to your written satisfaction you must write using recorded delivery to our UK office. Alternatively you can email customerservice@havantour.co.uk. Your complaint must be received within 28 days of your return enclosing as much documentary evidence as possible. Havanatour will respond with an acknowledgement letter within 28 days of receiving your complaint.

15. EXCURSIONS/REPRESENTATIVES and AGENTS

(a) Excursions only form part of your holiday arrangements if they are purchased from us before your departure.

(b) Our acceptance of liability for the acts of our representatives or agents in clause 11 above is only binding if our representatives or agents are acting with our authority and / or performing their duties as described in our brochure/website. This excludes for example any social contact that you may have with them or excursions purchased locally other than through us.

16. LEGAL JURISDICTION

The Laws of England shall apply in all respects and the Courts of England shall have sole jurisdiction. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

Booking Conditions valid 01.11.14-31.12.14

Published October 2013



ESSENTIAL DESTINATION ADVICE (PLEASE READ THIS INFORMATION THOROUGHLY AS IT FORMS PART OF YOUR CONTRACT WITH HAVANATOUR UK LTD)

IMPORTANT NOTE

It is essential that you read the following destination advice before making your booking with Havanatour as the information forms part of your contract with us. The information is designed to assist you with making the right choice of holiday and please do not hesitate to contact us if you have any questions whatsoever. We would rather you did not travel, than travel under any misapprehension and return disappointed.

GENERAL INFORMATION

1.) Cuba: A Unique Destination

Cuba is a unique and very special destination, however the islands continued economic development is not at the same level as we have in Europe and some aspects of life in Cuba is very different from what we experience here. It is important that clients approach their visit to Cuba with an open mind, patience, a sense of humour and an understanding of the differences in the way of life in Cuba compared to the UK. If you are not prepared to adapt to the laid-back, relaxed attitude to the provision of services and accept these differences as part of the experience, then we suggest that Cuba may not be suitable for you.

Our staff will be more than happy to answer your questions on this matter.

2.) What Your Holiday Includes

- Return international flights and UK Air Passenger Duty where applicable.
- Transfers as indicated in your itinerary.
- Accommodation as detailed in the hotel description or tour itinerary including obligatory local taxes, hotel service charges for items included in your pre-paid package.
- Meals are specified in the hotel or tour description.

Not Included

- Travel between your home and your UK departure airport and vice versa.
 - Items of personal expenditure e.g. porter age, tipping, laundry, drinks, telephone calls, hotel extras etc.
 - Holiday Insurance
 - Overseas airport taxes (information in price panels).
 - The cost of obtaining visas and vaccinations where necessary.
- **Cuba Departure Tax** - A departure tax of 25CUC is payable in cash at the airport on departure from Cuba (subject to change). This tax is not included in the cost of your holiday.
- **Brochure/Website Accuracy** - Every care has been taken to ensure that the facts are correct at the time of publishing. It is possible that hoteliers, etc. may suddenly decide to change facilities which will then be temporarily, or even permanently, unavailable e.g. for purposes of maintenance or during periods of low occupancy. Power and water supplies may also be adversely affected by local conditions. When we are told before your departure of any significant changes, we will inform you at the time of booking or, if you've already booked your holiday, you will be contacted as soon as is reasonably possible if there is time before your departure. Should any such events occur during the course of the journey, our local agents will do their best to rectify the matter on the spot. However, we reserve the right to alter the scheduled programme, without becoming liable to you for any refund or compensation.
- **Safety** - Wherever you travel in the world the risk of theft, mugging etc., is always there, as indeed it is at home. Generally your own common sense prevails but take extra care when walking around cities or towns especially at night and avoid carrying valuables. If you enjoy sea bathing please remember that tides and other conditions may make this inadvisable. Be guided by our local representatives or your hotel. Beaches throughout the world are usually public property and therefore neither Havanatour nor hoteliers can be held responsible for their condition or safety.

3.) Your Booking Confirmations

Havanatour provide a very flexible and diverse choice of holidays. On many occasions hotels and local transportation services must be requested on an individual basis by our office to our suppliers. Due to time differences, problems with communication and hotel workloads delays can occur in responding to your specific requests. In cases where a number of

services have been requested we must advise you that it can take a number of days to secure all the necessary confirmations.

BEFORE YOU LEAVE

• **Tickets** - After we have received your full payment and booking form, you will be sent your tickets and travel documents approximately 10-14 days prior to departure. It is essential to check the flight timings on your tickets carefully, as the timings may have been adjusted since we issued your confirmation invoice. When you receive your travel documents please check them carefully for any minor changes and contact our office or your travel agent if you have any queries. We advise you to check in as early as possible for your flight, so that if you are travelling in a party you are less likely to be separated and it will increase the chances that your preferred seat will be available.

• **Aircraft and Flights** - Airline schedules may vary and an unexpected change of aircraft may become necessary. We will do our best to inform you of any changes before your departure. All flight timings are subject to change and seat requests cannot be guaranteed until check-in. Online check-in may be available for some airlines. Specific instructions relating to your departure and travel arrangements will be sent with your tickets. A direct flight is one where you do not have to change planes; it does not mean it is non-stop.

• **Pregnancy Note** - Airline regulations do vary, but many airlines will refuse permission to fly for women who will be 28 or more weeks into pregnancy on the date of return travel unless you have a letter from your doctor. If in doubt, check with the airline concerned, and in any event do obtain clearance to fly from your doctor.

• **Luggage Allowance** - Each Airline may have varied baggage allowances which will be shown on your E-ticket/s. Airlines normally allow an additional 1 small piece of hand luggage. Carriage of excess luggage is at the airline's discretion and often only on payment of an appropriate fee. Domestic flights within Cuba may have less weight allowance compared to International flights.

• **Passports** - Information for EU Citizens only:

All passengers require a 10 year passport. It is your responsibility to have a valid passport which must be valid for 6 months beyond your departure date. **THE NAME ON YOUR FLIGHT TICKET MUST AGREE WITH THE NAME ON YOUR PASSPORT** as per airline conditions and for obvious security reasons. Havanatour cannot be held responsible for any delays or costs resulting from your failure to meet these requirements and, your holiday may be at risk if any of the names do not match your passport. If you have recently got married the surname must match the name as it appears on your passport. Passports are also required for internal travel and hotel check-in throughout the Island.

• **Cuba Tourist Visas** - A tourist card (entry visa) is required for entry into Cuba and one for each person will be forwarded with your travel documents if purchased. The tourist card needs to be carefully completed prior to your arrival at the airport. The tourist card is very simple to complete and we provide instructions.

IMPORTANT NOTE: All tourist cards must be completed without making mistakes and if there are errors made, new cards must be requested at a price of £15 per card. Otherwise this may result in being denied boarding, immigration difficulties, delays and extra costs on arrival in Cuba.

• **Health** - At the time of going to publish, no certificate of vaccination is required, but should this position change we will advise you. The Department of Health currently recommends typhoid, polio, tetanus and Hepatitis A. However for up to date information we recommend to check all health requirements for Cuba, this can be found on the Foreign Office website www.gov.uk/foreign-travel-advice/cuba, along with other up to date links. In general, standards of care, hygiene, safety, public services and efficiency may differ from those at home. You should accordingly exercise greater care for your own protection and health in matters of hygiene and choice of food and drink.

AT YOUR DESTINATION

• **Accommodation** - Most double rooms have twin beds. We can request a matrimonial bed but this cannot be guaranteed. Where you have booked a triple room or your children are sharing a room with you, floor and drawer space can be very cramped. Single rooms are limited in number and in many cases may be inferior in standard and position to other rooms in the hotel. The extra charge paid for a single room is for the convenience of having a room to yourself. Please note, where accommodation is described as having an ocean view, this means that a view of the sea will be available when standing on the balcony or terrace.

If your room does not have a balcony or terrace, a view of the sea will be available from the room. Not all accommodation will face the sea directly and, on occasions, trees may partially obscure the view, particularly from rooms on lower floors. Some hotels may have low rise wings set in their gardens often separate from reception areas and hotel restaurants. No distinction is made between a terrace and a balcony, or a bath and a shower. Linen is not always as large as in the UK and towels can be small. Any charges for infants' cot hire and food should be paid direct to the hotel.

• **Star Ratings** - Star ratings are allocated by the local Tourist Authorities and can be different from our European expectations.

• **Special Request** - When you make a special request i.e. room, location, diet, a particular hotel facility, we will make every possible attempt to arrange this, although we cannot guarantee it.

• **Hotels and Resort Descriptions** - Hotels can and do withdraw facilities at certain times as a result of bad weather or the need for maintenance or refurbishment. Some amenities in both hotels and resorts may not be available in low season and this is one reason why prices are cheaper at these times. Where outdoor facilities are advertised by the hotel they should be available but obviously they are subject to weather conditions. Public holidays and religious festivals may also affect the availability of resort and hotel facilities. Hotels may make charges for the entrance to, or participation in evening events, discotheques etc., or for facilities such as tennis courts, mini golf, table tennis, fitness centres, saunas, etc. Likewise the use of deckchairs, umbrellas, sun beds and beach equipment has often to be paid for, swimming pools have to be emptied now and again for cleaning and maintenance, and water cuts may even occur. In tropical countries insects and small animals are in abundance and can be found within hotels. This is not a sign of lack of cleanliness, rather a fact of travel in the tropics.

• **Building Work** - Building works and noise are almost unavoidable in certain developing resorts. Unfortunately, such developments are not under our control nor do we receive advance notice of when they will begin. However, where we are aware of any major building works which may reasonably be considered to adversely affect your enjoyment, we will notify you as soon as possible. If necessary and possible we will offer you the opportunity to transfer to an alternative holiday at the advertised price or cancel the holiday without penalty. However, we are under no obligation to do so. In some resorts the provision of roads, power and water supplies etc. does not always keep pace with the demands of rapid tourist developments, so you may experience problems with, for example, plumbing or drainage.

• **Overbooking** - All bookings will be confirmed with our suppliers. However on occasions a hotel may subsequently overbook. When this occurs, through no fault of our own, we shall make alternative arrangements. Such arrangements are dependent on local circumstances and in the respect the Company's liability is limited in accordance with Clause 5 of the Booking Conditions - "If we have to make a major change to your holiday."

• **Nights in Hotel** - On the last day of your holiday, you will be asked to check out of your room in the morning, but in many hotels courtesy rooms may be available although an extra charge may be payable locally.

• **Meals** - It is possible you may miss a meal due to the time of arrival or departure from your hotel this fact has been reflected in calculating the cost of your holiday. Bed and breakfast (C. P. on your travel voucher) usually consists of buffet breakfast. Half board (M.A.P. on your travel voucher) consists of breakfast and evening meal. Full board (A.P. on your travel voucher) consists of breakfast, lunch and evening meal. The standard of meals and service at hotels varies enormously depending on the standard of the hotel and local conditions. In lower grade hotels (two and three star) meals are basic in quality and quantity and service can be slow. The choice and standard of vegetarian meals will be limited.

• **Air-conditioning** - Where we have stated in our brochure/website that a hotel has air-conditioning this is true. However, the standard does vary from hotel to hotel. For instance, in older hotels the effectiveness of such air-conditioning may not be up to modern four and five star European hotels. It is also possible that due to Government restrictions or the hotel's own policy on energy use, the management may be required to turn off the air-conditioning at any time. In some hotels air-conditioning is only turned on in high season.

• **Weather** - Please note that in the Caribbean the climate is tropical and that heavy rain and strong winds, sometimes hurricane force, can occur at certain times of the year. Hurricane season takes place during the months of June to November.

• **Car Hire** - There are no worldwide recognised car hire companies in existence in Cuba. Therefore clients wishing to hire a car must accept that the standard of vehicles and service is poorer than European standards. Whilst it is possible to pre book your car, additional charges must be paid

in Cuba including a daily insurance charge, a refundable deposit, one-way drop off charges and additional driver charges. Car hire charges are based on a 24 hour period.

• **Children and safety** - Children are inevitably excited whilst on holiday and can often be completely oblivious to danger, especially when playing with new friends. Please ensure that children do not travel alone in lifts, that they stand well away from lift doors and that they are supervised on balconies and around the pool area. Remember, as traffic is often travelling on the opposite side of the road, even crossing the road is dangerous unless children have their hands held by their parents. Cots and high chairs provided in hotels do not usually conform to the British Safety Standards and we recommend you exercise caution in their use. Car seats are not a legal requirement in Cuba.

• **Internal Travel** - In many parts of the world domestic flights, boats and buses used by clients are subject to change and delay due to weather, operational difficulties and, regrettably, over-booking. Every effort will be made to minimise the inconvenience this causes. Therefore all domestic flight timings advised by Havanatur are for guidance purposes only.

• **Road transfers** - shared transfers can be with clients from different nationalities. Private and shared transfer times are for guidance purposes only since journey times can be extended due to picking up clients from hotels, awaiting delayed flights, local road conditions, traffic and inclement weather etc. Seat belts and child car seats are not mandatory.

• **Water sports** - Water sports are provided by the individual hotels. It is the client's responsibility to ensure insurance provides adequate cover. It will be assumed all clients partaking in waters ports are able to swim. We strongly suggest that all clients refrain from high risk activities whilst on holiday. Equally we suggest that you refrain from the use of independently operated water sports and motorbike, bicycle hire (particularly jet skis). The operators frequently have no insurance or have inadequate facilities.

• **All Inclusive Holidays** - to ensure that you enjoy your holiday to the full the following applies to All Inclusive hotels (shown as AI on your travel voucher):-

* On arrival you may be issued with an identity card or bracelet to be shown when obtaining meals and drinks. If this is lost a charge may be made by the hotel for a replacement.

* Whilst in most instance meals, drinks and many activities and sports are paid for within the price of your holiday, on occasions fine wines, imported spirits and motorised water sports are excluded.

* All hotels reserve the right to refuse to serve alcohol to guests who, in their judgement, are intoxicated.

* Restrictions to the opening times of food and beverage outlets may apply.

* Dining in a la carte and speciality restaurants are limited depending on the duration of your stay. Early booking is advisable to avoid disappointment, however queuing is expected.

* Clients should not infer that all inclusive hotels are always of superior standard and that the hotel is used exclusively for all inclusive offers.

* Plastic cups and cutlery is a feature of many all inclusive hotels.

