ULYSSES Club Cuba CUBA Bikers & LAMA Club Cuba

https://www.cuba-bikers.com/rally

https://ulysses-club-cuba.wixsite.com/meinewebsite

office@cuba-bikers.com



L.A.M.A. – ULYSSES – Rally March 26th – April 5th 2019

Final offer for ULYSSES MEMBERS

1.Day 26 Mar 2019 (Tuesday) Welcome to Havana

Reception and welcome at the airport and transfer to the hotel.

Your program today includes:

- Transfer Havana Airport Havana City
- Dinner at the Paladar "Espacios Tapas Restaurant"
 See here

Overnight in Stardard Room - with breakfast

Villa Castellon 13 (4 Star Plus) (26 Mar 2019 - 27 Mar 2019)

This Casa Particular is located on a side road in the elegant city district of Miramar/Playa. Guests will already get an idea of the ambiance from the outside of this Casa with its kittenish and lovely decorated front walls.

The colonial building with its many terraces and bright colors fits perfectly to the lovely, color-coordinated interior design and the quiet ambiance of the Casa Particular. The cozy courtyard with a bar, as well as the spacious roof top terrace invite to relax.

See here

2.Day 27 Mar 2019 (Wednesday) Havana - Viñales (210 km)

Take the tobacco route to <u>Pinar del Río</u>, the greenest of all Cuban provinces with the best tobacco-growing ground and imposing limestone towers (<u>Mogotes</u>). Panoramic tour through the Viñales Valley, where time seems to stand still.

Your program today includes:

- Cocktail at Castillo de las Nubes
 - Enjoy a Piña Colada (while visiting this romantic castle with stunning views of the valley)
- **Lunch** at the restaurant "Palenque", surrounded by beautiful nature.
- Stop at the lookout point <u>Los Jazmines</u>
 Great opportunity to take pictures of the unique Viñales valley.
- In the Bella Vista the food becomes an authentic experience. Alberto and his wife or another family member lovingly prepare the meal for the guests. Here it can always come to extraordinarily personal situations and suddenly you sit with Alberto at the table for a schnapps or start playing Domino with the whole family. It's delicious and the ambience including the service is individual and familiar. The restaurant is located a little bit outside of Viñales and garantees an original view into the Cuban cuisine. Have fun and enjoy!

Overnight in Standard Room with Breakfast

Casa Particular Viñales (Casa Particular) (27 Mar 2019 - 28 Mar 2019)

3.Day 28 Mar 2019 (Thursday) Viñales - Las Terrazas - Havana (215 km)

In the morning, drive to the UNESCO biosphere reserve <u>Las Terrazas</u> in the <u>Sierra Rosario</u>. This area is one of Cuba's oldest and most important national parks. Return to the Autopista A4 to Havana. Arrival in the capital in the late afternoon.

Your program today includes:

■ Visit of the tobacco farmer Montesinos

Tour over tobacco fields and through a drying house.

Visit of Fábrica de Tabaco Vizcaíno

*Cuban cigars are always rolled by hand. During your tour through the factory, you will observe the process and witness the skilled hands of the "Torcedores" (cigar rollers) while they produce the best cigars in the world.

*Tobacco factories are closed for regular visitors on holidays, on the weekends, during company holidays and during the tobacco festival. Sometimes they are also closed on other days without prior notice. CUBA REAL TOURS cannot guarantee that a factory is open. In case of closure, we will do our best to offer you an alternative program.

• Lunch at the vegetarian restaurant "El Romero" in Las Terrazas

Overnight in Stardard Room - with breakfast

Villa Castellon 13 (4 Star Plus) (28 Mar 2019 - 01 Apr 2019)

This Casa Particular is located on a side road in the elegant city district of Miramar/Playa. Guests will already get an idea of the ambiance from the outside of this Casa with its kittenish and lovely decorated front walls.

The colonial building with its many terraces and bright colors fits perfectly to the lovely, color-coordinated interior design and the quiet ambiance of the Casa Particular. The cozy courtyard with a bar, as well as the spacious roof top terrace invite to relax.

4.Day 29 Mar 2019 (Friday) Havana – LAMA RALLY

One day in Havana.

Your program today includes: via Lama Rally

5.Day 30 Mar 2019 (Saturday) Havana – LAMA RALLY

Your program today includes: via Lama Rally

6.Day 31 Mar 2019 (Sunday) Havana – LAMA RALLY

Your program today includes: via Lama Rally

7.Day 01 Apr 2019 (Monday) Havana - Playa Girón - Cienfuegos (300 km)

In the morning, longer drive in the direction of Central Cuba along the Autopista and the legendary <u>Bay of Pigs</u> to <u>Cienfuegos</u>, a port town characterized by its French colonial architecture also known as the "Pearl of the South" or the "City of a Hundred Fires". In the afternoon, walk through the historic city center with its <u>main square José Martí</u> and the nostalgic <u>Terry Theater</u>, where Caruso used to sing.

Your program today includes:

- Coffee break at the "Fiesta Campesina"
- Visit of <u>Museum Playa Girón</u>

Guided tour through this museum in the so called Bay of Pigs. It shows a detailed overview over the failed invasion in 1961.

• Lunch at the restaurant Restaurant "Caleta Buena"

Tourist facility located 8 km from Playa Girón in the destination Zapata Peninsula. This tourist product arises from the beauty of several associated natural resources: the cove, fauna and flora. Within this cove, there is a natural pool of very transparent waters where you can see fish of different colors and sizes. It is also part of the speleological system of the Zapata Swamp, which is considered the most extensive and preserved of the Insular Caribbean.

Visit of Tomás Terry theatre

Built in 1887, it is still in excellent condition. Well worth seeing are the ceiling fresco and the four-tiered stage hall.

Visit of "Palacio de Valle"

The most famous building in Cienfuegos was built in 1917 and features Gothic, Venetian and Moorish elements.

• Dinner at the private restaurant (Paladar) Villa Lagarto.

The paladar that is directly situated at the ocean provides with its hammocks and green plants a feeling of vacation. The menu offers dishes mainly from the Cuban cuisine - of course, seafood is not missing. An excellent choice for a delicious meal in a relaxing atmospere.

Overnight in Standard Room with Breakfast

Hostal Tania y Adrián (Casa Particular) (01 Apr 2019 - 02 Apr 2019)

This Casa Particular (private accommodation) is equipped with a private bathroom and air-conditioner. These simple accommodations, an alternative for hotels, offer a personal service and possible insight into the Cuban everyday life.

8.Day 02 Apr 2019 (Tuesday) Cienfuegos - Trinidad (85 km)

Early in the morning, drive along the panoramic coastal road to <u>Trinidad</u>, a UNESCO world cultural heritage site with one of a kind architecture. In the late afternoon, walk over the main square surrounded by the magnificent manors of the sugar barons

Your program today includes:

Visit of the hacienda La Vega

Enjoy the beautiful nature at this cattle farm, where you will also receive explanations about the Cebu and his way of life. Possibility of hiking or horseback riding to the closest beach, where you can snorkel.

- **Lunch** at the restaurant "Ranchon El Cubano" in the "El Cubano-Parque" near to Trinidad.
- Visit to the ceramics manufactory Casa del Alfarero

The rich pottery history of Trinidad dates back to the 19th Century with the creation of a workshop owned by Don Secundino Santander, who transmitted the knowledge to future generations.

Optional: Visit of museum Histórico Municipal (Palacio Cantero) at 02 Apr 2019 in Trinidad:

Guided tour through the museum Histórico Municipal, which exhibits colonial furniture and interesting artifacts from the slave trade.

Price per Person: 5,00 USD

Optional: Canopy Tour Valle de los Ingenios at 03 Apr 2019 in Trinidad:

A spectacular adventure in Trinidad. Enjoy the breathtaking view over the sugar mill valley while you propel down along the five zip lines.

Price per Person: 18,00 USD

Overnight in Standard Room - with breakfast

Hostal Vivian y Pablo (4 Star) (02 Apr 2019 - 03 Apr 2019)

The Casa Particular of Vivian and Pablo is split into two buildings, which are located opposite to each other in the heart of Trinidad. The excellent breakfast and the delicious dinner are served in the courtyard or on the roof top terrace, where guests enjoy a beautiful view over the city.

9.Day 03 Apr 2019 (Wednesday) Trinidad - Hanabanilla (100 km)

Drive from Trinidad to the Hanabanilla lake.

Your program today includes:

■ Visit of Mirador Valle de los Ingenios

The lookout point Mirador Valle de los Ingenios on the way from Trinidad to Santi Spíritus.

Visit of Torre Manaca Iznaga

Ascent of the slave tower with a wonderful panoramic view over the Valley of the Sugar Cane Mills.*

Climbing at own risk.

Excursion "El Nicho" with Truck/Van

Overnight in Standard room with Breakfast dinner

Hotel Hanabanilla (2 Star Plus) (03 Apr 2019 - 04 Apr 2019)

Panoramic location on the shore of the Hanabanilla reservoir, surrounded by the mountains of the Sierra del Escambray. Near the "El Nicho" waterfall, ca. 50 km from Santa Clara.

10.Day 04 Apr 2019 (Thursday) Hanabanilla - Santa Clara - Havana (355 km)

Head to <u>Santa Clara</u>, where Ché Guevara celebrated his biggest victory and found his last rest. Continue down the "Autopista A 1" from Santa Clara via Jagüey Grande to Havana. Arrival in the capital in the late afternoon.

Your program today includes:

Visit of Memorial Ernesto Che Guevara

The impressive monument of Che Guevara, one of the most famous guerrillas worldwide, was erected en 1988 and finished in 1997 with the transfer of Che Guevara's remains from Bolivia to Santa Clara.

You can visit the main monument with the statue of Che, the mausoleum and a small museum which collects details of Che's life and death.

* The mausoleum and museum, located behind the monument, are closed on Mondays and some other days without prior notice.

• Lunch at the restaurant "Los Taínos" in Hotel Los Caneyes near Santa Clara.

Visit of Cristo Statue

The work of the Cuban sculptor Jilma Madera is the largest sculpture ever created by a woman. From the hill, you have a beautiful view of Havana's bay.

Visit of the fortress Castillo de los Tres Reyes del Morro

The fortress was built from 1589–1630. The largest defensive complex constructed by the Spanish in the new world.

■ Dinner at the Paladar " <u>Jardin de los Milagros</u>"

Like the name "Jardin" (Garden) already shows, this Paladar is well equipped with many plants. On the roof they plant their own mint, tomatoes and other vegetables. An attentive service personnel serves tasty, simple Cuban dishes. Often people can dance to live music. This Paladar is perfect for groups. — Have fun and enjoy!

Overnight in Stardard Room - with breakfast

Villa Castellon 13 (4 Star Plus) (04 Apr 2019 - 05 Apr 2019)

This Casa Particular is located on a side road in the elegant city district of Miramar/Playa. Guests will already get an idea of the ambiance from the outside of this Casa with its kittenish and lovely decorated front walls. The colonial building with its many terraces and bright colors fits perfectly to the lovely, color-coordinated interior design and the quiet ambiance of the Casa Particular. The cozy courtyard with a bar, as well as the spacious roof top terrace invite to relax.

11.Day 05 Apr 2019 (Friday) Havana - Havana Airport
Time at leisure (depending on time of departure) and drive to the airport Havana.

Your program today includes:

Transfer Havana City - Havana Airport

End of our services

All prices in USD / per person	
Driver with pillion rider / double room	3,135.00
Driver with pillion rider / single rooms	3,285.00
Driver without pillion rider / single room	4,325.00

Early bird:

Sign up now and save 100 US\$!

Send us a mail to <u>office@cuba-bikers.com</u> with a scan (or a picture) of your signed registration form **until SEPTEMBER 30**th.

Included in the prices:

- Round trip in air-conditioned vehicle (taxi/minivan/microbus/bus) of local standard quality with driver
- Excursions, visits, hotels, restaurants and entrance fees according to the program
- 1. to 11. day local guide
- 10 nights in the above mentioned hotels (according to availability)
- 10x breakfast /6x lunch /5x dinner
- Rent of Harley Davidson Motorbikes, including pillion

Not included:

- · All meals and drinks not mentioned in the program
- Entrance fee and transfer to the events (supplements)
- · Personal expenses and tipping of any kind
- Fuel for motorbikes (about 100 US\$ per bike)

Entry requirements for Cuba

Entry into Cuba is only possible with an international health insurance (not from a US insurance), as well as a tourist card. Anyone who cannot provide proof of insurance at the time of entry will be obliged to purchase a Cuban health insurance at the airport. The tourist card, which can be bought - among others – at any Cuban Embassy, will have to be presented to the airline when checking-in for the Cuba flight.

Casas Particulares (Private Accommodation)

In a lot of places in Cuba clients have to beware of "jineteros" or 'touts' that will stop their car or meet them off the buses. Through grand gestures and claims these people will try and find ways of discouraging tourists from going to the casa they have booked and lead them to another casa instead. They can say things like that they are there on behalf of the house-owner (even that they are a cousin/uncle or similar), that the house is full, etc. and that they have arranged an alternative casa. The clients should not trust or believe them, instead they should make their way to the address of the confirmed accommodation anyway and insist on speaking to the owner.

Program changes before commencement of services

CUBA Bikers strives to carry out the agreed services according to the program. However, it cannot be excluded that changes in program and service will be necessary. CUBA Bikers shall notify customer of such changes promptly and will strive to mitigate their effects. CUBA Bikers shall also notify the customer of any changes in the price as a result of changes in the program and services.

Program changes during a travel

The customer 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 due to weather/natural events, governmental measures, force majeure, supply bottlenecks, or other unforeseeable or unavoidable circumstances, etc. CUBA Bikers strives to minimize the consequences of such changes. CUBA Bikers is entitled to refuse the remedy in case the defect has been caused by customer, in the event of force majeure, or if the elimination of the aforementioned defect should incur excessive costs.

REGISTRATION FORM LAMA - ULYSSES - RALLY | March 26th - April 5th 2019

I hereby – in a **binding manner** - sign up for the tour and by doing so, I acknowledge that I have read the description, the prices and the terms and conditions and therefore accept them.

Participant (The provided data must match the information in the passport)

Participant 1	Participant 2
Give name	Give name
Surname	Surname
City/State	City/State
Zip Code	Zip Code
Country	Country
E Mail Land line Mobile	E Mail Land line Mobile
Passport Number Date of birth	Passport Number Date of birth
DD/MM/YYYY	DD/MM/YYYY

I / we would like to book in a binding manner

Participant 1	Participant 2
Place / Date	Place/ Date
Signature	Signature

Upon receiving the registration, we will be forward the booking to our partner "Caribbean Tours". "Caribbean Tours is leading Swiss Tour Operator in Cuba, which will be in charge of sending you your booking confirmation and your invoice. This includes as well all terms, conditions, services, etc. Your payment must made at least 60 days prior to the tour date on the specified account. Your place in the tour will be reserved once the payment has been received.

IMPORTANT AND MANDATORY DOCUMENTATION

You must have a valid motorcycle driver's license for your country: The Driver's license must be valid for the BIG classes, no restriction of horsepower or anything of sorts; an international driver's license is also recommended.

Your passport must be valid for at least 6 (six) months upon entry to Cuba.

Please take care of your visa by applying for it (for example here: https://www.de.cubatravellingonline.com/).

TIPS and SUGGESTIONS

We highly suggest to book your flight immediately after you have received our confirmation. Thus the earlier you book, the cheaper it might be. We have had great experience by doing this and therefore we can recommend it.

The finalizing of the journey refund of the deposit is recommended, but it is left however to the participant's choice. We recommend you to check with your insurance carrier for services and prices.

Although Cuba emanates a dispassionate charm and great charisma, it is not an easy travel destination. We have done and will continue doing everything to make your stay as pleasant and trouble-free as possible. Nevertheless, it is always good to bring along a certain amount of peace, patience and serenity. The Caribbean life style, culture, and ways of doing things are very different from ours.

As social and cultural etiquette we ask to refrain on making any political statements or remarks, this could come to have very unpleasant consequences, not only for you but for us and for fellow travelers as well.

We highly stress the fact to pay attention to the main rules that must be adhered to in Cuba; if you follow the instructions, you will not only have a great time but you will also experience a great, unforgettable tour.

You have our word on it!

We look forward on having you with us and on making your DREAMS COME TRUE.

Kind regards in the name of

ULYSSES Club Cuba - LAMA Club Cuba - CUBA Bikers & Caribbean Tours

Teresa Hampe & Wolfgang (Wolfi) Thomasitz

General terms and conditions

1. Subject of the contract

These general contractual and travel conditions (herein - after GCTC) govern the relations between CUBA Bikers / CARIBBEAN TOURS and a customer.

They shall also be applied if no reference is made to these GCTC in individual contracts and/or bookings.

The individual agreements between CUBA Bikers / CARIBBEAN TOURS and the client have priority over these GCTC.

2. Individual agreements between the parties, the services of CUBA Bikers / CARIBBEAN TOURS, prices and additional agreements are concluded in the individual agreement.

The services of CUBA Bikers / CARIBBEAN TOURS are determined by an individual agreement and GCTC.

Informations, etc, which do not come from CUBA Bikers / CARIBBEAN TOURS, such as details provided by the service providers, tourism organizations, assessment portals, etc, do not oblige CUBA Bikers / CARIBBEAN TOURS.

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.

CUBA Bikers / 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 be compared with Swiss or European 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.

CUBA Bikers / CARIBBEAN TOURS always tries to reserve rooms with windows, but this can not be guaranteed.

"Caribbean Punctuality" does not correspond to European punctuality. The customer shall take into account these circumstances during his travel.

The road conditions in the destination countries do not correspond to the European standards. The roads are partially in less good condition (bumpy, with sloops, 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.

CUBA Bikers / 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. Price increases

CUBA Bikers / 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 customer can withdraw from the contract free of charge. Payments already maid will be refunded under exclusion of further claims. Notification of withdrawal must came in to CUBA Bikers / CARIBBEAN TOURS in writing or via e-mail within 5 working days. See also "Calculation of a Cancellation Period").

5. Program changes before commencement of services

CUBA Bikers / 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.

CUBA Bikers / CARIBBEAN TOURS shall notify the customer of such changes promptly and will strive to mitigate their effects.

CUBA Bikers / CARIBBEAN TOURS shall also notify the customer of any changes in the price as a result of changes in the program and services.

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

6. Program changes during a travel

The client 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, govern mental measures, force majeure, supply bottlenecks, or other unforeseeable or unavoidable circumstances, etc.

CUBA Bikers / CARIBBEAN TOURS strives to minimize the consequences of such changes.

In all of these cases, program changes are reserved. It shall be attempted to arrange an alternative program or to adjust the program accordingly.

CUBA Bikers / CARIBBEAN TOURS is entitled to refuse the remedy in case the defect has been caused by the customer, in the event of force majeure, or if the elimination of the forementioned defect should incure excessive costs.

7. Payment terms

The prices are based on an individual agreement.

Terms of payment 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 on the date of payment.

In no case the customer shall settle the invoice in USD. The US government can freeze this payment and it may never be released.

If the customer 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 CUBA Bikers / CARIBBEAN TOURS, the following conditions shall apply:

The total amount shall be credited to the CUBA Bikers / CARIBBEAN TOURS' account no later than 30 days before the first service. At the same time, the customer shall inform CUBA Bikers / 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

Especially for group and incentive travels apply deviating payment terms.

CUBA Bikers / CARIBBEAN TOURS shall send this upon request. They are specified in individual contracts or offers.

If the customers payment is not received in time, CUBA Bikers / CARIBBEAN TOURS will set the customer an additional deadline. If this period expires unsuccessfully, CUBA Bikers / CARIBBEAN TOURS can refuse to provide services, consider the contract as cancelled and demand the cancellation costs.

However, CUBA Bikers / CARIBBEAN TOURS also have 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 customer is automatically in default (expiration date).

From that moment CUBA Bikers / 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, CUBA Bikers / CARRIBEAN TOURS shall be entitled to commission a collection agency. Its costs shall be born by the customer.

Transfer charges: transfer costs are charged to the customer. Transfer charges incurred by CUBA Bikers / CARIBBEAN TOURS shall be billed to the customer.

8. Cancellation conditions and processing fees

Changing travel dates and/or services already confirmed by CUBA Bikers / 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:

8.1 Cuba: Processing and cancellation fees for individual customers:

After a definite booking, in case of a cancellation up to 46 days before the travel start, at least USD 60.00 processing fee, maximum USD 180.00 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 %

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. 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 customers shall have the right to the free transportation of the following baggage items per traveler:

1 big suitcase or 1 big bag (max. 20 kg) and 1 hand baggage (max. 5 kg)

CUBA Bikers / CARIBBEAN TOURS is entitled to reject transportation of further baggage. CUBA Bikers / CARIBBEAN TOURS is free to transport the additional baggage, but it shall call the customers attention to the fact that the comfort of the transportation can be restricted and CUBA Bikers / CARIBBEAN TOURS is not liable for the consequences arising from this, or perhaps a larger vehicle must be used which costs shall be billed to the customer.

11.

Liability of CUBA Bikers / CARIBBEAN TOURS

a.

CUBA / 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 as sisting persons.

b.

If the services of CUBA Bikers / CARIBBEAN TOURS should be subject to compulsory applicable (laws) rules or compulsory applicable international agreements, CUBA Bikers / 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 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 CUBA Bikers / 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.

12.

Complaints

Travels accompanied by a Tour Operator / Tour Guide:

If a travel is accompanied by a tour operator or its tour guide, its customers shall address to the tour guide. He contacts then the office of CUBA Bikers / CARIBBEAN TOURS.

CUBA Bikers / CARIBBEAN TOURS shall remedy the claimed short comings in

cooperation with the Travel Operator and the service provider.

Basically, the Tour Operator is the contact person of the traveler. The Tour Operator shall provide a remedy in cooperation with CUBA Bikers / CARIBBEAN TOURS.

In the individual contract another procedure can be agreed.

Removal of defects

CUBA Bikers / CARIBBEAN TOURS shall be notified immediately of any defects, so that CUBA Bikers / CARIBBEAN TOURS can provide appropriate remedies.

CUBA Bikers / CARIBBEAN TOURS is not obliged to remedy the defect caused by the traveler, or by force majeure, or the remedy would cause disproportionately high costs.

If the defects are indicated not immediately, the customer loses his rights.

CUBA Bikers / CARIBBEAN TOURS explicitly draws the customers attention to the short deadlines for baggage claims and delays.

If CUBA Bikers / CARIBBEAN TOURS shall locally remedy any defects on behalf of the customer, take corrective measures and effect possible repayments on its behalf, this shall

be regulated via individual agreement with the customer. Especially, what is the maximum amount of repayments by CUBA Bikers / CARIBBEAN TOURS on behalf of the customer.

The customer shall respectively authorize CUBA Bikers / CARIBBEAN TOURS.

13.

Forfeiture and limitation

The customer shall be forfeited if these are not claimed within 30 days after the contractual end of CUBA Bikers / 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.

14.

Emergencies

CUBA Bikers / CARIBBEAN TOURS offers the customers the following emergency numbers - as well outside office hours (normal office hours: Monday to Friday: 8.30 to 17.00) at weekends and on holidays:

Cuba:

- + 53 (0) 52 79 98 40 or
- + 53 (0) 52 64 03 71

These numbers are available for use only in emergencies.

In the event of natural disasters and other emergencies, CUBA Bikers / CARIBBEAN TOURS shall set up an emergency committee and inform the customer / people wich belongs about the state of affairs by e-mail. customerexperience.cu@caribbeantours.ch

15

Information requirements

CUBA Bikers / CARIBBEAN TOURS 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.

16.

Data protection

CUBA Bikers / CARRIBEAN TOURS is subject to the Swiss data protection.

CUBA Bikers / CARRIBEAN TOURS forwards the data of the 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.

17.

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.

18.

Applicable Law and Jurisdiction

All relations between CUBA Bikers / CARIBBEAN TOURS and the customers 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.

CUBA Bikers / Caribbean Tours AG, Dezember 2016