

# GATE AG General Contracts and Travel Conditions

Thank you very much for the interest shown in our company and for trusting us. We recommend reading very carefully the following General Contracts & Travel Conditions (hereinafter referred to as GCTC).

These GCTC are valid for GREEN ALLIGATOR Travel & Events AG, (GATE)

## 1. Purpose of the Contract

GATE organises your tours and it is bound to:

- Organise your trip from start to end according to the information and tour descriptions on catalogues and leaflets issued by GATE
- Provide the agreed accommodation, and
- facilitate all other offered services that you have chosen for your itinerary

In all other cases, GATE only serves as an intermediary of services to third parties.

**Special Requests:** Your agency can only accept special requests when these are not binding. Take into account that our services start at the airport in Cuba (refer to the respective itineraries). To arrive to the starting point is therefore your responsibility.

## 2. Rescinding the contract and transport modalities

### 2.1. Rescinding the contract

The Contract between you and GATE starts upon receiving a written confirmation of your booking. From that moment on, all rights and duties derived from the contract shall be carried out by both parties. In case of addition of another participant, you will be responsible for that person's fulfillment of contract obligations (specifically payment for the trip) as well as for your own obligations. Contract agreements and the GCTC are valid for all participants.

### 2.2. Intermediary

For travel arrangements or private services with other travel agencies or service providers that are only supplied through GATE, their terms and conditions will be valid. Likewise, the contract conditions of the respective airlines issuing plane tickets provided by GATE will apply. In these cases GATE is not the contracting party; hence, you will not be able to refer to the present GCTC.

### 2.3. Passport, Visa, Vaccines

On GATE catalogues you will find the general guidelines on passport and visa requirements, as well as some regulations on health care that you should follow upon arrival to Cuba. These regulations are valid depending on the issuing date of each catalogue. Nonetheless, you should get acquainted with details that are of your interest when booking the trip, as well as with instructions related to your trip for circumstances could vary suddenly. Regarding visa requirements for citizens from countries that are not mentioned in our catalogues, address the Embassy of the destination country in Switzerland. GATE would not be liable if you are prohibited the entrance for not complying with due requirements. You are entirely responsible for complying with passport, visa, customs duties, foreign currencies, vaccines and health care requirements; as well as for processing all necessary documents. You will be responsible for all inconveniences arising from the unawareness of regulations.

### 2.4. Passengers under 18 years old travelling unaccompanied by adults

All passengers under 18 years old should comply with the respective regulations for entering a country (refer to 2.3). Before booking your trip, we recommend obtaining information at the respective Embassy on specific requirements for entering the country, as well as to carry a travel authorisation issued by the legal guardians. On such authorization, together with the written permit of parents, it should appear their telephone number, the reason of the trip and duration of the same. The authorization should not have been issued prior to 6 months of the trip. In case of travelling with a companion different from the legal guardian, that information should appear on the authorisation. Besides, passengers should carry copies of the legal guardians' passports. GATE would not be liable if you are not able to enter the country for not complying with required regulations. You are responsible for having all documents in order.

### 2.5. Pets

Transportation of pets is subject to regulations of the respective transport companies. For more information, address your booking agency. As pet owner, you should provide all necessary documents, health certificate, etc, as well as renting or buying the pet travel crate.

## 3. Trip prices and payment conditions

### 3.1. Prices

Prices of the travel services appear in GATE catalogues. Other material (for instance, hotel leaflets and others that are not produced by us), as well as Internet webpages of service providers, do NOT form part of this contract; thus, we do not vouch for their content.

Prices are set (unless specified otherwise) per person in USD. You should pay careful attention to payment terms mentioned as special (in the travel offer).

#### 3.1.1.FIT (fully independent traveler) payment conditions

Travel arrangements are paid before starting the trip.

**Deposit:** With the final booking, a 30% of the total agreed price should be deposited – 300 USD minimum. With respect to bookings made with less than 30 days in advance, plane tickets / E-tickets, and/or entrance tickets with a yield where only 100% of costs are covered, aside from bookings in which travel documents are issued instantly, the total amount of the invoice should be paid in order to finally grant the request.

**Remaining payment:** The rest of the payment should be executed up to 30 days prior to clients' departure (from their country of origin). Travel documents will be handed out or sent to client upon receipt of payment for the invoice amount. The above mentioned installment payments have due dates. During the period allotted for installment payments you are exempt of penalties for delayed payment. GATE is entitled to cancel the contract due to non-payment. Besides, GATE could withhold travelling services; that is, to retain respective travel documents. Other rights of compensation of GATE are explicitly reserved. Regarding payment with credit cards, debit cards, factoring, as well as partial payments, a supplement could be added to the contract. This will be valid depending on the terms of the general contracts of the entities collecting the money.

#### 3.1.2.Groups payment conditions

**First installment:** With the final booking, 10% of the total price agreed should be deposited – no less than 300 USD. There is another partial payment of 20% of the total price 90 days prior to arrival. Regarding bookings made with less than 30 days prior to arrival, airplane tickets/ E-tickets, and/or entrance tickets with a yield where only 100% of the costs are covered; and bookings in which travel documents are issued instantly, the total amount of the invoice should be paid in order to finally grant the request.

**Remaining payment:** The rest of the payment could be executed up to 30 days prior to departure (from country of origin). Travel documents will be handed out or sent to

client upon receiving payment for the total amount of the invoice. The above mentioned installments have due dates. During the period allotted for installment payments you are exempt of penalties for delayed payment. GATE is entitled to cancel the contract due to non-payment. Besides, GATE could withhold travelling services; that is, to retain respective travel documents. Other rights of compensation of GATE are explicitly reserved. Regarding payment with credit cards, debit cards, factoring, as well as partial payments, a supplement could be added to the contract. This will be valid depending on the terms of the general contracts of the entities collecting the money.

### **3.2. Changes in prices**

There are certain cases in which prices fixed in GATE catalogues have an increase for special reasons such as:

- Price increase by transport companies (for instance, increase in the price of fuel)
- Increase of Government Taxes (for example value added tax) or custom duties (increase of airport tax)
- Fluctuation of currency exchange rates
- Considerable increase on prices by the service providers (for instance Hotels)
- Probable mistakes in catalogues

In case that GATE should increase prices due to any of the abovementioned reasons, you would be notified with no less than 21 days prior to the date of the trip. If the price increase is higher than 10% of the initially agreed price, you have the right to -within 5 days of receiving said notice- rescind the contract without cost at all. In such case, all payments already made would be refunded in a period no longer than 30 days. If you wish, you could book any of the other itineraries that GATE offers. GATE is very committed to make your wishes come true according to possibilities and it will refund all payments already executed.

### **3.3. Validity of prices**

Prices published in GATE catalogues are invariable and once the new catalogues are issued, the previous ones would be no longer valid for clients interested in new bookings. Valid prices are decisive for each booking.

## **4. Cancellation/changes to trip**

### **4.1. Notification**

In case of not being able to continue with the trip, you should send a written notice to GATE and refer the reasons. The date of said notice to GATE or to your travel agency is crucial for calculating the costs of the cancellation. You should attach to said letter, all travel

documents already handed out or delivered to you. GATE is governed by the Ministry of Foreign Affairs of Switzerland (EDA by its initials in German and/or the Ministry of Health (BAG by its initials in German) travel instructions. If before travelling to Cuba, these entities advise you otherwise, you could modify your booking without any cost within a certain period of time. In these cases, amendment fees could arise (see 4.2), insurance premium and visa expenses. If before travelling to Cuba, you did not receive an explicit notification by EDA and/or BAG stating the opposite, the below mentioned conditions -stated on section 4.3- apply.

### **4.2. Cancellation/Amendments**

#### **4.2.1. Amendment fee**

For modifications on plane tickets we charge, apart from additional expenses that may arise, an amendment fee of 50 USD per booking that could ascend to 100 USD. Airlines set their own strict penalties related to amendments, replacements, etc. before and after issuing plane tickets /E-tickets. This type of occasional expenses together with the amendment fee would be added to your bill.

#### **4.2.2. Cancellation fee**

If you cancel -either completely or partially- the trip you have booked, no matter the date of the trip, we will charge a cancellation fee of 50 USD per person that could ascend to 300 USD, plus costs derived from cancellation. These costs are suppressed in cases when cancellation brings about cancellation costs equal to 100%. It is not possible a subsequent cancellation or a refund by the insurance company for cancellation expenses, that includes assistance; that is, additional return travel insurance. You should be aware that insurance does not cover amendment fees. You should pay the corresponding penalties in each specific case.

### **4.3. Cancellations or amendments costs**

#### **4.3.1. Costs**

If you cancel the booking or the date of the trip with less than 14 days prior to arrival, a percentage of the total price agreed would be charged together with the amendment fee and general services (including airport tax, insurance, food supplements, etc).

14 - 07 days prior to departure: 50%

06 - 01 days prior to departure: 75%

Less than 24 hours prior to departure 100%

#### **4.3.2. Exceptions**

**Regular flights "only flights"**

It is very important that you know the very strict terms on modifications or cancellation that, depending on the airline and their fares, could ascend to 100%. You would be charged the cost fixed by the airline, which would be added to your bill together with the amendment fee. Airlines could also set high penalties for modifications on the flight booking, the passengers or for cancellations. If you do not take your flight (NO SHOW), there will not be refund.

### **Cruise ships, journeys by river**

Travel conditions and agreements are in accordance with different shipping companies, which will be notified to you during the booking process.

### **Services to third parties (GATE AS INTERMEDIARY)**

Travel conditions and agreements are in accordance with respective service providers. These will be notified to you during the booking process.

### **4.4. Amendment fee**

For amendments that exceptionally do not imply additional costs (see 4.2), an amendment fee of 50 USD per person, depending on each case, would be charged, together with the additional expenses imposed by the service providers.

### **4.5. Replacements**

In case you cannot carry out your trip, you have the possibility to bring another person to us that is willing to do the trip and that approves all the services and prices agreed upon. That way GATE would only charge the amendment fee. In such case, it will be necessary to comply with the following requirements:

- The person replacing you should be willing to, under the same circumstances, comply with all travel agreements that you have previously agreed upon.
- Other service providers related to your trip (hotels, airlines or shipping companies) accept these replacement, that might bring about some difficulties, especially in high season, or that might fail because of the airfare conditions.
- The person replacing you should submit their personal travel documents required (passport, visa, health certificate)
- There are no legal or official impediments for that person to replace you.

That person and you should go to GATE, who is the contracting party, willing to pay the agreed prices, as well as additional expenses that may arise during the transfer from one person to the other if necessary.

## **5. Liabilities**

### **5.1. In general terms**

As organizer, GATE is responsible for compliance with all travel agreements. You would be compensated in case of cancellation by a service provider or for being charged an additional cost, whenever it is not possible to offer an immediate compensation and as long as it has not been the fault of the client. However, our responsibility is limited to the price of the trip and covers direct damages. GATE would not be liable for changes on the itinerary due to delayed flights or strikes, due to Force Majeure events, Government measures or delays by service providers that are not related to GATE. The travel agent would not be liable either for additional expenses that may arise from delayed flights. If the passenger misses the scheduled flight, the travel agent would not be liable. However, we are willing to assist coordinating the services derived from a new flight. GATE would not be liable for loss of salary or similar situations.

### **5.2. Accidents, illness and pregnancy**

GATE is responsible for personal damages caused for not complying with -or for wrong observance of- GATE travel agreements or any related company (hotels, airline or shipping companies), with the condition that compensation rights are transferred to GATE. In cases related with air transport or the use of other means of transport (railway, terrestrial or shipping companies, etc) the right to compensation is limited to the total amount arising from the national laws or international agreements applicable. These rights would be directly processed with the respective transport companies. Therefore, GATE is exempt of any liability. In case of pregnancy, it is your responsibility to inform yourself before booking the trip about the transport conditions of the airline or shipping company. If for being pregnant you are denied transportation, any liability is instantly suppressed.

### **5.3. Material damages**

GATE would only be liable for damages deriving from theft or damage of objects originated by GATE or by a company hired by GATE; unless you have not been compensated by your insurance company and all claims for damages against the person/entity accountable for said damages be transferred to GATE. Nonetheless, the total amount of the compensation would be limited to direct damages and to the amount paid for the trip by the damaged person. In cases of liability related to the use of air transport or any other type of transport (railway, vessels, busses, etc), compensation rights are limited to the amounts established

by international agreements and local legislation applicable. GATE is exempt of any liability regarding the loss of items, valuable objects, cash, jewelry, photographic and/or video cameras, etc (this rule applies for thefts on rental cars), as well as for the loss, thefts, damages or wrong use of cheques, credit cards or similar.

### **5.4. Special events**

Aside from the travel packages that we offer, other excursions and services could be booked at the chosen destination. This could be risky depending on local conditions or it might require specific physical conditions. Said bookings would be at your own risk. GATE would not be liable, unless we are the organisers or providers of the booked services.

### **5.5. Insurance**

We recommend clients to arrange a combined package insurance that includes expenses on medical assistance, accidents and lost luggage in case you do not have an insurance policy already covering the above mentioned aspects.

### **5.6. For your safety**

The Ministry of Foreign Affairs in Switzerland (EDA, by its initials in German) constantly publishes information on countries that may represent a great risk for visitors. Hence, it is necessary to choose a specific insurance policy. You could obtain more information regarding this on the website updated by EDA ([www.eda.admin.ch/reisehinweise](http://www.eda.admin.ch/reisehinweise)), or with your own travel agent. We assume that before travelling you have documented yourself and that you are aware of the possible risks.

### **5.7. Liability for services provided through third parties**

GATE rejects all responsibility for services provided through third parties. Each service provider has their own contract conditions.

## **6. Difficulties during the trip**

### **6.1. Problems on the spot**

If services obtained do not correspond to the services previously booked and confirmed, or if they are incomplete, you have the right and the obligation to report it immediately to your contact person or agency. This is essential in order to validate your compensation. Besides, in most cases it allows that the matter be solved very quickly. If your intervention does not bring about the appropriate solution for the problem, you must ask for a written report to your contact person or GATE Representative on the spot, in

which your complaint and the reasons for it are stated. The contact person and the local Representative are not authorised to accept compensation claims.

### **6.2. Written Claims**

You should send your written claim and confirmation of the contact person on the spot; that is, the local Representative of GATE, to Green Alligator AG, Kastauden 4a, 8590 Romanshorn, Schweiz, within 30 days after returning to your country. If your written claim is not received within this period of time, all rights to be refunded would be invalidated. Any complication that may arise during the clarification of the facts resulting from the tardy action to receive compensation for the damages would be your responsibility.

## **7. Once your travel starts, no amendments are accepted**

If for any reason you should interrupt your trip, GATE could not refund the amount of money you have paid for the trip. It is advisable that you have a travel insurance covering interrupted trip that bear the costs in case you need to return from your trip as a matter of urgency for reasons such as illness, accident involving either you or a close relative. In such case, GATE is willing to coordinate all necessary services for your immediate return.

## **8. GATE cannot comply with the trip as planned or should interrupt the trip suddenly**

### **8.1. 8.1 Changes in the program, interruption or cancellation of your trip**

GATE reserves the rights to change the program or agreed services (for instance, accommodation, type of transport, means of transport, type of plane, airline, period/dates/season, etc), if required by circumstances. However, GATE will make its best to offer equivalent compensations. In case GATE should interrupt your trip due to Force Majeure reasons (natural catastrophes, high tide or low tide [in case of maritime trips], political uprising and war situations on touristic destinations that for security reasons could cause the cancellation of the trip, strikes, delayed opening of hotels, etc), GATE will make its best to notify clients as soon as possible and to offer some sort of solution. In case the trip must be interrupted unexpectedly, GATE is authorised to discount from the refund you will receive, all expenses in which it has incurred and that have been duly verified; besides, any claim you may register will be denied.

## **8.2. Additional expenses to adjust programs**

If GATE modifies the trip that you have already paid for, and that implies a reduction of costs for booked services, you will receive a refund from GATE. If after the signature of the contract, there are additional expenses as the ones mentioned on 8.1 and/or 3.5, an increase of the price of the trip could be produced. If said increase exceeds 10% of the price previously agreed, you have the right to cancel the trip without cost at all within 5 days after receiving the notification.

## **8.3. Overbooking**

With regards to overbooking, we make our best to inform you immediately and to offer a solution. There will be a refund or additional expenses would be charged depending on modification of prices as stated on section 8.2.

## **9. Due dates**

Compensation claims for damages lodged against GATE, for whatever reason, should be register within a year. The period allotted starts the day after the last day of your trip booked with GATE.

## **10. Data protection**

### **10.1. Compilation, delivery and use of the information**

With GATE you can feel safe. Regarding processing of personal data, GATE is ruled by the Communications Rights and the Data Protection Act in Switzerland. When booking the trip, usually the following information is stored together with your contact details: date of the trip, destination/route, airline, hotel, price, clients 'requests, details on your travelling companions, payment details, date of birth, nationality, language, preferences, etc., as well as other pieces of information that you may provide to us. With the booking you may verify the veracity of these data. Your data will be used by us to comply with the services offered, and if necessary, they will be passed to third parties to arrange services booked with them.

### **10.2. Particularities with airplane trips**

For national security reasons, authorities from some countries may demand that we share with them some specific information related to your arrival and departure from said countries. Thus, you should authorise GATE or the respective airline to give to the authorities your personal data as a passenger, also referred as Passenger Name Record (PNR). Among those details are your full name, date of birth, private address, telephone number, information on your travelling companions, date of booking, date of tickets issuing and date of the trip; as well as

information on types of payments, travel status and itinerary, frequent-flyer-number, details on your luggage, any previous modification to PNR, etc. You should take into account that said information would be handed out to countries that may not have the level of data protection as Switzerland.

## **11. Applicable laws and jurisdiction**

Relations between you and GATE are based on the Swiss Law. Claims against GATE can only be submitted to the branch of GATE AG located at 8590 Romanshorn, Kastauden 4a. In case there are different interpretations due to different formulations in different languages, the version in German will prevail.

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