

## ***Inhabit Your Dreams!***

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### **BOOKING CONDITIONS**

#### **RESPONSIBILITY**

*Inhabit Your Dreams!* (IYD) is operated by Aysha Griffin and Barbara Powell, as independent consultants and organizers to provide socially responsible, philanthropic and educationally enriching journeys for independent individuals. We are responsible to you for arranging and providing all the services and accommodations offered in connection with the trip, provided, however, that in the absence of gross negligence on our part, we are not responsible for personal injury or property damage caused by the air carrier, accommodation, or other suppliers of any of the services being offered in connection with this journey.

In the case of Journeys to Cuba, we operate as a group of "friends" traveling via Mexico without license or sanction from the US Treasury Department's OFAC but meeting their requirements as "Professionals" for "people-to-people" tours.

#### **SERVICE OFFER**

1. The following terms and conditions are applicable to the service offer presented to the Traveler on the trip (itinerary, what is included/excluded, terms of payments).
2. By accepting these terms and conditions in the present document the Traveler accepts the service offer (see liability form).
3. Changes in the service offer (i.e. # of nights, changes in accommodation, etc.) will be made known to Travelers immediately following awareness by organizers, with approval required by each Traveler.
5. Minor changes to the itinerary/activities that do not affect the service offer will not necessitate approval.

#### **INFORMATION PROVIDED BY INHABIT YOUR DREAMS!**

IYD is obliged to provide the Traveler in writing before departure:

1. The general information concerning passports and visas, the necessary travel arrangements concerning the Traveler's health and safety.
2. The exact flight schedules to/from Havana from Mexico City, although airfare is additional but will be negotiated at the best possible group rate.
3. The address and telephone number of in-country resources as well as the concerned embassies that can help the Traveler themselves in case of difficulties.
4. We will also provide practical information and suggested readings to help prepare you to make the most of your time and experience.

#### **THE PRICE OF THE TRIP**

1. The price agreed on in the service offer (on the trip web page) is fixed, barring an evident material mistake. For inclusions, be sure to review the items included in your tour cost and note the exclusions to best plan and budget for your journey.
2. The price agreed on in the service offer is based on the final number of confirmed participants, a minimum of 10 and maximum of 14.
  - b) The cost of airfare to Mexico City and onward to Havana and return is not included in the price for this "land-only" tour.
  - c.) All elements that are outside of IYD's control (i.e. tourist visas, etc.).
3. If the increase is higher than 10 % of the total price, the Traveler may terminate the contract and receive compensation. This compensation is calculated by subtracting the

amounts received by IYD from the Traveler minus the amounts already paid by IYD to suppliers for the trip.

### **TRANSFERABLE BOOKINGS**

1. Before his/her trip begins, the Traveler may transfer his/her trip (excluding the airfare and or any visas) to a third party that must agree to all of these terms and conditions herein. The transferor must inform IYD of this transfer within 30 days before the departure and the Traveler will assume all costs related to the transfer.
2. The Traveler who transfers his/her trip and the transferee must pay the total price, or the remaining balance of the trip.

### **CANCELLATION OR MODIFICATIONS BY THE TRAVELER**

1. In case of IYD's standard cancellation, the Traveler, even in cases of Force Majeure, must pay the cancellation fees. The cancellation fees are as follows:  
91 to 120+ days before the departure: only the \$500 deposit. 46 to 90 days prior to departure: 50% of trip package. 45 days or fewer prior to departure: 100% of package.
2. The Traveler will be held financially responsible to effect all payments made by IYD to suppliers that cannot be reimbursed for reservations for the Traveler's portion of the trip (i.e. flights, lodging, transportation, activities, etc.).
3. If the Traveler decides to cancel a part or the entire trip once the trip started, IYD can not guarantee to make any reimbursements. However, we will work with our hosts to receive any credits back and reimburse where we can in good faith.
4. The Traveler will only be able to receive reimbursements of their trip's cancellation fees if they purchased cancellation insurance prior to the realization of the event causing the cancellation (in cases of Force Majeure, health issues, a death in the immediate family, etc.). IYD recommends that all Travelers purchase cancellation insurance at the time of their first deposit payment for the trip.

### **DISCLOSURE OF RIGHT TO PROMPT REFUND IN THE EVENT OF A CANCELLATION**

Upon cancellation of the transportation or travel services, where the passenger is not at fault and has not canceled in violation of any terms and conditions previously clearly and conspicuously disclosed and agreed to by the Traveler, all sums paid to IYD for services not provided will be promptly paid to the Traveler, unless said Traveler advises IYD in writing, after cancellation. This provision does not apply where IYD has remitted the payment to a provider, without obtaining a refund, and where the provider defaults in providing the agreed-upon transportation or service. In this situation, if requested, IYD will provide the Traveler with a written statement accompanied by bank records establishing the disbursement of the payment.

### **TRAVEL INSURANCE**

IYD recommends that our travelers purchase travel insurance to protect themselves against financial loss in the case of personal emergency or other unforeseen events. Please see link on website (<http://cubaforwriters.com/booking.html>) to our **RECOMMENDED TRAVEL & HEALTH INSURANCE CARRIER**, which is the only company we know of that offers coverage to U.S. citizens traveling to Cuba. If you purchase this insurance, you will not need to purchase the basic health care policy required by the Cuban state. Before traveling, all Travelers should share the policy number and company's contact information with IYD.

IYD recommends all Travelers purchase the following insurance: Life insurance, medical insurance, lost baggage insurance and cancellation insurance. When you shop around for your travel insurance it's important to know that not all insurance policies protect you against the cancellation of the travel suppliers that provide you with your travel

arrangements. (For example, if IYD cancels for any reason like an act of war or natural disaster, we will refund you the trip cost, minus administrative fees, but your airfare or your other travel expenses you purchase separately, may not be protected). At times you may be affected by circumstances beyond our/your control such as flight delays, missed connections, delays in customs and/or Immigration or the unfortunate event of terrorism, all which can affect your trip or cause you to cancel your journey with us, so make sure that the insurance that you select will cover these events.

#### **NON-USED SERVICES**

No refund will be given for services not used during the trip.

#### **CANCELLATION OR MODIFICATIONS BY IYD**

Before or during the trip, IYD reserves the right to cancel or modify a part of or the entire trip, without prior notice, for reasons of Force Majeure, in which case IYD will do their best to offer equivalent services. It is understood that the Traveler will have no right to claim any damages due to loss, damage or injury, physical or mental, due to these changes.

- a. If modifications due to Force Majeure increase the costs of the trip, the Traveler will be informed and will have to agree to cover these extra costs before IYD can execute the modifications.
- b. If these changes are major and occur more than 24 hours before the trip, IYD is held responsible to inform the Traveler and to modify the service offer (trip web page or in the trip organization agreement). A major modification is a change in: (1) the number of complete days traveling, (2) in the zones of the trip parts and/or (3) the substantial highlights of the trip parts.
5. If the trip modifications are minor, the Traveler will not require IYD to change the service offer (trip web page or in the trip organization agreement). A minor modification does not change: (1) the number of days traveling, (2) in the zones of the trip parts and/or the major highlights of the trip parts.
6. IYD can, without prior notice and without modification to the service offer (trip web page or in the trip organization agreement), replace certain lodging options by others of the same/equivalent category and quality.
7. IYD can cancel a trip entirely if the number of total travelers signed up is inferior (less than 10 people) to the service offer.
8. If it appears during the trip that an important part of the services related with the contract cannot be executed, IYD must take all necessary measures to offer the Traveler appropriate and offer alternatives with a view to the continuation of the trip.

#### **RESPONSIBILITIES OF THE TRAVELER**

1. In consideration of IYD's furnishing of services and/or equipment to enable the Traveler to participate in the trip, the Traveler fully understands, acknowledges and agrees that:
  - a) Domestic and International Travel, and Outdoor Recreational Activities have: Inherent risks, dangers and hazards and such exists in the use of any equipment and participation in these activities; and by participating in these activities and for use of equipment, the Traveler hereby assumes all risks and dangers and all responsibility for any losses and/or damages,
  - b) On behalf of himself/herself, his/her personal representatives and heirs, hereby voluntarily agrees to release, waive, discharge, hold harmless, defend and indemnify IYD from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of use of any equipment or participation in these activities,
  - c) The Traveler is responsible to act as would a reasonably prudent person when

engaging in recreational activities offered by IYD.

d) No Traveler may: Fail to advise IYD of any known health problems or any incident or accident involving personal injury or illnesses experienced during the course of the trip; engage in harmful conduct or willingly or negligently engage in any type of conduct which contributes to or causes injury to any person or personal property; or perform any act which interferes with the safe running and operation of the trip, including failure to follow the instruction of the IYD in regard to the safety measures and conduct of the participants.

2. The Traveler has the responsibility to inform IYD of all sickness/allergies so that IYD may act accordingly.

3. The Traveler has the responsibility to visit a medical travel clinic to get informed and receive the necessary vaccines, if necessary.

4. The Traveler is responsible for all losses incurred by IYD directly due to the Traveler's errors (i.e. errors in given information or simply having given false information).

5. The Traveler will try their best to uphold the following Code of Conduct and act in a socially responsible way:

- to abide by the laws of the country they are visiting.
- be respectful of the hosts and host organizations.
- understand that they are under the authority of the IYD staff and agree to communicate their needs to them, listen to and respect their requests to ensure their safety and well being.
- will not ingest or consume any illegal substance of any kind.
- will be responsible for their own personal belongings and not expect others to watch over their items.
- will communicate with the tour facilitator if there is a need to break away and take some down time, or pursue their own needs, and they
- will not leave the group without notifying the trip facilitator or guide.
- will not use language or speak in a manner that is rude, offensive or aggressive.
- will not be violent or participate in any violent activity, or transport or purchase any weapons of any kind.
- will try to be flexible, understanding that you are not your own home, and that everything will go as you may want. For example a planned meeting may be canceled and something may be added in its place that is different.
- treat the tour facilitators with respect and recognize they are committed to a vibrant enriching experience for the everyone. The facilitators have the whole group to care for and thus cannot cater to every person's individual and divergent desires.
- will not participate in any type of sex trade in the country you will be visiting.
- will be aware and respectful in the way photographs and videos are taken. The Traveler understands that picture taking can be invasive and they will seek permission, when possible, to take someone's photo. They will also be conscious of how disruptive it can be to constantly take photos during a meeting and/or while someone is speaking. They will ask ahead of time if it is OK to take pictures.

## **6. COMPLAINTS AND RESOLUTIONS**

In the unlikely even a legal dispute should arise, the parties would submit any disputes between themselves first to mediation and then to binding arbitration.

## **7. COMPLAINT PROCESS**

We are committed to providing you with a wonderful experience. However if something is not going well, we want to know and would like the opportunity to address it proactively.

- (a) If the Traveler wishes to make a complaint in relation to a journey, they must immediately inform the IYD's representative at the location where the Traveler is when the complaint arises, thereby giving IYD reasonable opportunity to respond to any matters, and shall make detail in writing the Traveler's complaint. If the Traveler fails to comply with such requirements, then IYD shall be be entitled to recover the cost from the Traveler of any additional expense incurred by it in carrying out subsequent investigation or legal fees of a complaint, which is found to be unjustified.
- (b) Notwithstanding Section (a), the Traveler shall be obliged to notify IYD, in writing, of any complaint within 28 days after their return to the port of departure, or termination of the tour, whichever is the earlier. Any complaint received after this period will not be entertained.
- (c) Any dispute or difference of any kind whatsoever which arises or occurs between any of the parties hereto in relation to any thing or matter arising under, out of, or in connection with this contract not resolved by the facilitators or mediation, shall be referred to Arbitration under the Arbitration Rules governing the state of New Mexico.

## **8. JURISDICTION and ARBITRATION AGREEMENT**

- (a) Introduction: Most problems related to a journey are resolved by informal discussions directly between IYD and the Traveler. Where agreement is not possible, the matter is then to be referred to Arbitration.
- (b) Definitions: Arbitration is the settlement of a dispute by an impartial Arbitrator. Arbitration is a private dispute resolution procedure and is a legally binding means of resolving such matters. An Arbitration Agreement is an agreement to refer a dispute to Arbitration, usually in the form of an Arbitration Clause as included in the standard booking conditions of the Organizer. A submission to Arbitration is called a Reference and the decision of an Arbitration is an Award.
- (c) Appointment of an Arbitrator: If there is a dispute that cannot be mutually agreed, either party may apply directly the American Arbitration Association in New Mexico. A form for the Request for Appointment of Arbitrator will be submitted. This form sets out the information to be submitted: names and address of the parties concerned, copies of the booking form and conditions (including the Arbitration clause), details of any legal or other people who are to represent the parties in the Arbitration and an administration fee. This form refers to the Association's Arbitration Rules which will apply to the Arbitration.
- (d) Procedure: Once an Arbitrator has been appointed they are in complete charge of the reference, deciding the procedure as he/she considers best, and the Association's Rules deliberately ensure this flexibility.
- (e) Questionnaire Form: In this scheme, the Arbitrator will first send out a detailed form for completion by both parties. This will provide him/her with the details of the actual dispute so he/she can decide when and where to hold a hearing with both parties to present their cases.
- (f ) Hearing: While an award may be made by an Arbitrator based on the documentary evidence sent to him/her by the parties, it is open to both parties to present their case to him/her at an informal hearing.
- (g) Award: The Arbitrator's decision is made formally in his/her Award that is sent to both parties. The Award is a final and binding resolution of the dispute.
- (h) Arbitrators Fee: A fee is payable to the Arbitrator for the conduct of the Arbitration. IYD would normally pays this fee but the Arbitrator has absolute discretion to award this cost as they think fit.
- (l) Jurisdiction: The contract arising from any confirmed IYD booking is to be interpreted under, and is subject to, the laws of the USA and the state of New Mexico.

## **IYD'S RESPONSIBILITIES**

1. IYD acts as an agent for the transportation and local service providers, and accommodations and intermediaries required to make the trip happen and will not be held responsible for whatever reason or in any way for the behavior, omissions, errors or mechanical defects.
2. IYD will ensure that it and its Travelers support the principles of social responsibility.
3. In regard to Cuba travel, we will operate as a "facilitating friend" of the group, recognizing we qualify under the U.S. Treasury Dept. ruling for "Special Permit" as "Professionals" in a people-to-people cultural journey, self-organizing travel services and professional encounters without the services of legally licensed U.S. and Cuban service providers to organize travel services or professional research delegations.
4. IYD will be responsible for the processing of applications, confirming the reservations of accommodations, meals and activities included in the agreed program costs; provide preparatory materials and an experienced coordinator to travel with the group from point of departure (Mexico City) to Cuba and throughout the days described within the program.
5. IYD may, for reasons out of its control, replace accommodation by others, of similar category.
6. IYD may, for reasons out of its control, replace some programmed activities, of similar category.

## **TRAVEL DOCUMENTS**

1. The Traveler must supply IYD with all useful information that is asked for (passports, visas, insurance information, etc.).
2. Photocopies of all documents required by IYD must be supplied 60 days prior to the date of departure.
3. The Traveler agrees to supply IYD with all requested practical information.
4. IYD will not be held responsible for any Traveler who is refused entrance to boarding a flight because of missing documents or other issues of personal responsibility.

## **QUESTIONS?**

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