

Terms and Conditions for EETT Website

Welcome to Everton Esmie's Transportation & Tours [EETT] website. The website is designed for the use of booking your tours and excursions, getting information on tours and planning individual and/or group tours and excursions. These Terms and Conditions govern your use of our website and services, and by accessing the website and using our services, you agree to these terms in full. If you disagree with these terms or any part of these terms, you must not use our website or services.

Our website can be used for your personal and non-commercial use only. Our website must not be used for any illegal or unauthorized purpose. When using our website, you must not violate any laws in your jurisdiction.

Intellectual Property Rights

Unless otherwise stated, we or our licensors own the intellectual property rights on the website and material on the website. Subject to the license below, all our intellectual property rights are reserved.

Acceptable Use

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent, or harmful.

Restricted Access

Access to certain areas of our website is restricted. We reserve the right to restrict access to other areas of our website, or indeed our whole website, at our discretion.

User Content

In these terms and conditions, "your user content" means material (including, without limitation, text, images, audio material, video material, and audio-visual material) that you submit to our website, for whatever purpose. You grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate, and distribute your user content in any existing or future media. You also grant to us the right to sub-license these rights and the right to bring an action for infringement of these rights.

Cancellation and Refund Policy

- Cancellations done forty-eight (48) hours ahead of the scheduled tour will incur a charge of thirty (30) percent of the total fee.
- Cancellations done twenty-four (24) hours ahead of the scheduled tour will receive no refund.

Group Policy

- **More than 90 days before departure:** No cancellation fee. Full refund of any deposits or payments made.
- **60 to 90 days before departure:** 25% of the total cost will be retained as a cancellation fee.
- **30 to 59 days before departure:** 50% of the total cost will be retained as a cancellation fee.
- **Less than 30 days before departure:** 100% of the total cost will be retained as a cancellation fee. No refunds will be available.

Force Majeure

In the event of circumstances beyond our control (e.g., natural disasters, pandemics or road closures) that necessitate the cancellation of a tour, Everton Esmie's Transportation & Tours reserves the right to modify or cancel all tours, if deemed necessary.

Limitations of Liability

The information on this website is provided free of charge, and you acknowledge that it would be unreasonable to hold us liable in respect of this website and the information on this website. While we endeavor to ensure that the information on this website is correct, we do not warrant its completeness or accuracy.

Currency and Pricing Terms

Currency: All prices listed on our website, in promotional materials, and throughout our booking process are in United States Dollars (USD) unless otherwise explicitly stated.

Pricing Accuracy: We strive to ensure that all pricing information presented is accurate. However, occasionally errors may occur. In the event of a pricing error, we will notify you as soon as possible and give you the option to reconfirm your booking at the correct price or cancel your booking with a full refund.

Price Changes: Prices are subject to change without prior notice due to unforeseen increases in operational costs, fluctuations in currency exchange rates, or changes in government taxes. However, no price changes will affect confirmed bookings for which full payment has been received.

Inclusions and Exclusions: Prices include all items as specified in the tour descriptions such as transportation and entrance fees. Not included are personal expenses such as meals not specified, insurance, and tips.

Taxes and Fees: Any applicable taxes and fees are included in the quoted tour prices unless specified otherwise.

Payments: All bookings require payments in USD. We accept various forms of payment including major credit cards, bank transfers, and online payment platforms which will be

processed in USD.

International Transactions: If you are booking from outside the United States, please be aware that your credit card issuer may apply charges for currency conversion. EETT is not responsible for any charges levied by third parties such as banks or credit card companies as a result of currency conversion or international transactions.

By using our services, you agree to comply with this currency and pricing terms, ensuring a clear understanding of the financial aspects of your transactions with EETT.

Reservation Change Requests

If you need to modify your reservation, please contact us as soon as possible at 876 845 2497 or 876 376 5798. All requests for changes must be made in writing via email or through our customer service portal.

Change Fees: Changes to a confirmed reservation, including date changes, destination alterations, or changes in the number of participants, may incur a change fee.

Limitations on Changes: Some changes may not be possible due to the nature of the tour or limitations from third-party service providers. We will do our best to accommodate your request but cannot guarantee that all changes can be made.

Minimum Participation Requirement: Tours will proceed with a minimum of 5 participants. In the event that this threshold is not met, options for rescheduling or arranging a private tour will be made available, subject to certain conditions.

- Additionally, if adverse weather conditions prevent the execution of the tour, alternative arrangements or rescheduling options will be provided.
- Upon receipt of payment, a Confirmation Letter will promptly be dispatched to acknowledge your reservation.

Breaches of These Terms and Conditions

Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, and/or bringing court proceedings against you.

Variation

We may revise these Terms and Conditions from time to time. Revised terms and conditions will apply to the use of our website from the date of publication of the revised terms and conditions on our website.

Data Protection, Privacy, and Cookies Policy

EETT is committed to safeguarding the privacy and security of your personal information. This comprehensive policy outlines our practices regarding data collection, usage, and protection across all interactions with our clients, including visits to our website.

Data Collection

- **Personal Information:** Includes details such as your name, address, email address, telephone number, and payment information that you provide when booking a tour and excursion.
- **Travel Details:** Information about your tour and excursion preferences, itinerary, and requirements.
- **Technical and Usage Data:** Collected through cookies and similar technologies, including your IP address, browser type, and operating system.

Use of Information

We use your information to:

- **Fulfill Services:** Manage bookings, provide customer support, and handle travel arrangements.
- **Communication:** Send booking confirmations, updates about changes in service, and respond to queries.
- **Marketing:** With your consent, send newsletters and promotions.
- **Website Improvement:** Enhance user experience based on your feedback.

Sharing of Information

We may share your data with:

- **Service Providers:** Third-party companies that perform services like payment processing and customer support on our behalf.
- **Regulatory Bodies:** When required by law or to protect our rights.
- **Business Transfers:** In cases of a merger, acquisition, or sale of assets.

Data Security

We employ robust security measures to protect your personal data from unauthorized access, alteration, and destruction.

Cookies and Tracking Technologies

- **Cookies:** Small data files stored on your device that help us improve our site and your experience.
- **Usage:** Cookies track your preferences and activities on our site, enabling us to provide tailored content.

- **Control:** You can set your browser to reject cookies or alert you when cookies are being sent.

Your Rights

You have the right to:

- **Access and Update:** Request access to and correction of your personal data.
- **Erase:** Ask us to delete or remove your data where there is no good reason for us continuing to process it.
- **Object:** Oppose the processing of your data where we rely on a legitimate interest.
- **Withdraw Consent:** At any time where we rely on consent to process your data.

International Data Transfers

Your information may be transferred to and processed in countries outside of your home country, which may have different data protection laws.

Changes to This Policy

We may update this policy periodically. The revised policy will be posted on our website with the updated date.

Contact Us

For any questions or concerns about this policy or your personal data, please contact us at:

- **Email:** e.esmiestransport@gmail.com
- **Phone:** 876 845 2497 | 876 789 1447
- **Address:** 227 Catherine Hall, Montego Bay, Jamaica

By using EETT services, you acknowledge that you have read and understood this Data Protection, Privacy, and Cookies Policy. We are dedicated to protecting your privacy and ensuring your personal information is handled responsibly.

Entire Agreement

These terms and conditions constitute the entire agreement between you and us in relation to your use of our website and supersede all previous agreements in respect of your use of this website.

Law and Jurisdiction

These terms and conditions will be governed by and construed in accordance with the laws of Jamaica, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of Jamaica.

Our Details

The full name of our company is Everton Esmie's Transportation & Tours. We are registered in Jamaica under registration number [4693/2006]. Our registered address is [227 Catherine Hall, Montego Bay, St James].

For any questions regarding these terms and conditions, please contact us at [876 845 2497 or 876 789 1447].