

## TERMS AND CONDITIONS

Please read these Terms and conditions carefully by signing below, you understand and agree to the terms and conditions set forth herein.

### **General**

- As used in this document the words “CP, we, our, us” refers to Carnival Pursuit. The words “Travelers, you, your” refer to the signee of this document.

### **Agreement Term**

- Carnival Pursuit Travel Packages will begin on April 13<sup>th</sup> and terminate on April 17<sup>th</sup> 2023.
- This website is owned and operated by CP. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors travel concierge packages. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

### **Notice of Changes:**

- We reserve the right, at our sole discretion, to modify or replace these Terms at any time. We will provide notification of changes on this page if material changes to this policy are made. What constitutes a material change will be determined at our sole discretion.

### **Payment Information:**

- By selecting our installment plan option with CP you agree to enter a deposit scheme. You pay an initial deposit of \$250 USD. Thereafter the remaining balance will be split into equal payments. Installments are due on the first (1<sup>st</sup>) of every month until April 1<sup>st</sup> 2023.
- CP will allow a 5 day grace period after the 1<sup>st</sup>. Payments made on/after the 6<sup>th</sup> of any month will be subject to a \$50 late fee.
- All deposits are non-refundable and non-transferable.
- Your outstanding balance must be paid in full on or before April 1st 2023. Failure to keep up with your additional payments or meet the final payment deadline may result in additional charges and/or your booking being cancelled.
- Our invoices are produced and to be paid in Dollars USD or KYD. We accept bookings from International customers.
- All cancellations requests must be made in writing to [carnivalpursuit@gmail.com](mailto:carnivalpursuit@gmail.com). Your cancellation date will be the date we receive your notice. No verbal cancellation requests will be honored.

### **Costumes:**

- Females costumes (back or front line) price are not included in the Travel package. Costumes are subject to availability.
- The carnival band may charge additional fees for add-on pieces such as Feather backpacks, thongs, high waist bikini bottoms, wire bras etc.

- Travelers understand that costumes are tailored to fit the measurements he/she has provided in the registration form. No changes can be, made once the order is submitted. Should an error in order be made by the carnival band, CP will do our best to get all the issues corrected.
- CP will collect and deliver carnival costumes to the traveler's accommodations.
- CP will provide assistance and transportation to the costume distribution location for the traveler to instantiate and complete any costume issues resolution.

#### **Transportation/Accommodations/Events:**

- If applicable, the advertised hotel and events itinerary are subject to change at any time. You will be notified well in advance before departure of any changes.
- Airport transfers are only applicable for those landing at Kingston, Norman Manley Airport on 13th April 2023 and departing from the same airport on the 17th April 2023.
- Event shuttle bus is included in your package; please note that transportation will operate by a timetable dictated by CP.
- Should you wish to travel to and from events outside of this table you will be expected to make your own travel arrangements at your own expense.

#### **Cancellations:**

- All cancellations requests must be made in writing to [carnivalpursuit@gmail.com](mailto:carnivalpursuit@gmail.com). Your cancellation date will be the date we receive your notice. No verbal cancellation requests will be honored.
- All deposits are non-refundable or non-transferable.
- Cancellation requested after the 1<sup>st</sup> of March will result in a refund of only 50% provided we are informed on or before February 28<sup>th</sup> 2023. Any refund requests after March 1<sup>st</sup> will be declined and a full amount paid will be forfeited.

#### **Travel:**

- You must be 18 or over to attend Jamaica Carnival events. Venues reserve the right to refuse entry at any time if you fail to present identification in the form of a valid driving license or passport.
- Travelers are responsible for ensuring that all necessary travel documents including, but not limited to, passport, visas, and vaccination certificates are valid and up to date. Please note requirements change and you must check with your consulate for the most up to date information. Passports must have an expiry date of at least three months at completion of the trip.

#### **Damages:**

- I agree to pay in all damages to the facilities provided by CP caused by any negligent, reckless or willful action by myself or my group.

#### **Travel Insurance:**

- CP does not provide travel insurance. We recommend that travelers take out comprehensive travel insurance before you travel on your trip. Your insurance protection must include cover for cancellation, medical, and repatriation expenses, personal injury

and accident, death and loss of personal baggage and money and personal liability insurance.

**Photograph Release:**

- We may take photographs or video (“media”) of our trips, and travelers grant us permission to do so, and for us to use this media for promotional or commercial use without payment of any compensation to the traveler.

**Limitation of Liability:**

- To the maximum extent permitted by applicable law, in no event shall CP liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.
- To the maximum extent permitted by applicable law, [website owner] assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

**Indemnification:**

- You agree to indemnify and hold Carnival Pursuit, harmless from any demands, loss, liability, claims or expenses (including attorneys’ fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

**Data Protection:**

- This Site only collects the personal information you voluntarily give to us, which may include:
  - (1) Personal Data: Your name, address, phone number, email address, and other Personal Data, such as dates of birth.
  - (2) Payment Data: Your billing information, such as credit card numbers and expiration dates, and purchase tracking information.
- The information you provide is used to process transactions, send you periodic emails, and to improve this Site and the customer service we provide to you. We do share your information with trusted third parties who assist us in operating our website, conducting our business and servicing clients and visitors. These trusted third parties agree to keep this information confidential. Your personal information will never be shared with unrelated third parties.

**Governing Law:**

- All contracts for booking made by CP, for trips advertised, are governed by the Cayman Islands law and are subject to the exclusive jurisdiction of the Cayman Islands Courts, should any dispute between us not be otherwise amicable agreed.

By booking a package or service via our website [www.carnivalpursuit.com](http://www.carnivalpursuit.com) you and anyone you may have booked on their behalf acknowledge and agree to our terms and conditions, as well as our disclaimer.

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Signature

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Date