

## **JAMAICA SPORTS 876 TERMS AND CONDITIONS**

### **INTRODUCTION**

Jamaica Sports and Things Limited T/A Jamaica Sports 876, re-established in 2021 to create, customize and deliver memorable experiences, moments and services in the Sports Tour, Travel Hospitality , Entertainment and Real Estate Industries. Jamaica Sports 876 is an independent limited liability company that provides tours, travel & sports packages to high demand events worldwide. With years of experience in Sports, Marketing , Sales, Logistics, and Technology provide services on a commission, service fees, processing, handling fees, on a fees basics from leading suppliers, sports organizing committees , associations, airlines, hotel chains, car rental agencies, tour, transportation & travel operators and tour package operators, developers, owners , and is not affiliated with any of the suppliers, organizers, owners, airlines, hotel chains, sport or entertainment properties, the sport and entertainment events. LOC, IOC, NOC, or any of the event venues.

The Sports Realtor is a new and innovative brand of Jamaica Sports 876, that specializes in creating sports packages for major sporting events worldwide, logistics, media, marketing and real estate services. The Sports Realtor under the company Jamaica Sports 876 , offers tours, event tickets, air travel, hotel accommodation, transfers, transportation, car rental, tickets, travel insurance to international sports, cultural and entertainment events – hereinafter a “package” .

**The Sports Realtor is also a licensed Realtor and provided Real Estate Services** and will create memorable experience for clients look for the ideal properties to purchase, sell , lease or rent.

By clicking on our submit button or online order you are indicating your understanding and acceptance of the Terms and Conditions presented below and accept and understand each event organizers terms and conditions.

## AGREEMENT

By clicking on the submit button and/or making payment you are agreeing to the terms and conditions set forth by Jamaica Sports And Things Limited T/A Jamaica Sports 876 (herein called "The Company" , a Company duly incorporated under the Companies Act of Jamaica, of the one part and yourself as the Purchaser of the other part.

### WHEREAS:

- a) Jamaica Sports 876 , offers consumers any combination of tours, air travel, hotel accommodation, car rental, tickets, travel insurance, transportation and tours to international sports and cultural events worldwide (hereinafter referred to as a "package");
- b) The Purchaser is desirous of purchasing a package from Jamaica Sports 876 for him or herself and any other individual (hereinafter referred to as the "Traveler") and acknowledges that by purchasing a package he or she, in addition to all Travelers for whom he or she has purchased a package, are bound by the Terms and Conditions hereunder;

The following Terms and Conditions shall apply:

### **1. Personal Information**

- 1.1. Jamaica Sports 876 will not collect any personal information regarding the Purchaser, save and except such information provided to Jamaica Sports 876 by the Purchaser voluntarily in carrying out the terms outlined in this Agreement . The Purchaser will, from time to time, be asked to provide additional information if the Purchaser wishes to facilitate Jamaica Sports 876 processing an event package.
- 1.2. When necessary, Jamaica Sports 876 will use the personal information provided by the Purchaser, online, to contact the Purchaser. Furthermore, Jamaica Sports 876 will, to the extent that is necessary, share this information with third parties from which the package components will be secured.
- 1.3. Jamaica Sports 876 binds itself to keep all personal information of Purchasers confidential save and except as outlined in clauses 1.1 and 1.2. The Purchaser's personal banking information will be processed only by Jamaica Sports 876 and its participating bank(s) and/or the authorized agent in the country of the event or suppliers and to be bounded by Data Protection Acts.

## 2. Packages

- 2.1. Jamaica Sports 876 is purchasing package components (including but not limited to event tickets, airline tickets, tours, transportation, and hotel accommodations) on behalf of the Purchaser from authorized suppliers.
- 2.2. Jamaica Sports Tour Programs do not include meals, drinks or other incidental charges, or any item not specifically listed as included.
- 2.3. Packages purchased by the Purchaser are not transferrable to any other individual or entity.
- 2.4. Packages include a service and handling fees of minimum twenty percent that are NON- refundable.
- 2.5. Packages are subject to the terms and conditions of all the suppliers, event organizers, airlines, hotel chains, transportation providers, venue and tour operators. LOC, IOC, NOC and all authorized suppliers and by submitting “Purchasers” agree to the suppliers terms and conditions.

## 3. Prices

- 3.1. Rates are charged in United States Dollars (\$USD) only and are not guaranteed until finalized with the suppliers. All charges may be more than face value of event tickets, airline tickets, tours, transportation, and are subject to change until ticketed and services are secured. Event Tickets are sold above face value and include a non-refundable service and handling fee due to the cost and difficulties included in securing the tickets.
- 3.2. Package prices are subject to change without notice and may be subject to foreign currency fluctuation. All financial charges are for the account of the “Purchaser”

## 4. Air Transportation

- 4.1. **Once airline tickets are issued they are non-refundable and non-endorsable.** Financial penalties apply for name and date changes and are payable by the passenger. Changes may be permitted once ticketed for a **minimum** of Two Hundred United States Dollars (USD\$200.00), plus any applicable fare difference, subject to change by the relevant air carrier.
- 4.2. Air carriers will change a reservation if space is available in the proper class of service for an additional fee to be paid by the passenger.

- 4.3. **Group fares are based on a minimum of ten (10) passengers.** Should utilization of space booked fall below the minimum of ten (10) passengers traveling together as booked and ticketed, a penalty equal to the amount deposited for each person below that threshold will be assessed and the corresponding deposit automatically becomes non-refundable and non-reusable.
- 4.4. In the event that the group size falls below ten (10) persons, the total deposit will become non-refundable and non-reusable based on non-utilization of space, and breakage of the provisions stated in this agreement which defines a group as ten (10) or more passengers traveling together and further payment will be required.

## 5. Hotel Policy

- 5.1. The Purchaser agrees to be responsible for all incidental charges incurred in excess of those covered by the package. Incidental charges can include but are not limited to food, beverages, telephone use, internet use, parking fees, and other hotel charges. All hotels require a credit card or deposit for incidental charges at time of check-in. As a point of reference only, please be aware that the standard check-in time is 3pm and check-out is 12pm, which may vary from hotel to hotel. Early check-in fees will be applicable and available upon request.
- 5.2. Jamaica Sports 876 reserves the right to substitute confirmed hotels with comparable accommodations at either its own or the hotel's discretion. Accommodations are subject to availability. Names of Travelers staying in the hotel must be provided to Trafalgar Travel/ Jamaica Sports 876 , at most one hundred and twenty (120) days prior to travel. The date by which the names of Travelers should be provided is dependent on the sporting event(s), as names may be needed months in advance in some cases, and the Purchaser will be notified accordingly. Late names, or name changes, that occur within forty-five (45) days of travel will incur a charge of **minimum** One Hundred and Fifty United States Dollars (USD\$150) room fee and possible additional charges.
- 5.3. **If within ninety (90) days of the final payment date, we are unable to confirm the group number, Jamaica Sports 876 Limited reserves the right to cancel the group package and revert to individual bookings.**

## 6. Event Tickets

- 6.1. Event tickets are subject to control of the event organizers and their terms and condition of issue and use.
- 6.2. In most cases where tickets are released on schedule by the official supplier, the tickets will be delivered or collected in the country of the event before the event. **In the case of a late release of tickets from the official supplier, we reserve the**

**right to contact you and request an alternative address or advise of the location for delivery or collection. Tickets may be delivered by Mobile or Online Platforms. Purchasers agree to accept all methods of delivery of tickets.**

- 6.3. Seat allocation **cannot be guaranteed** by Jamaica Sports 876, as this is normally determined by the local organizers or the event committees outside of the predetermined ticket category (e.g. A, B or C) at the time of delivery or collection of actual tickets.
- 6.4. Event tickets can be very difficult to attain. Tickets obtained on the secondary market reflect the degree of difficulty in securing them. All tickets include a minimum twenty percent non-refundable handling or processing fee.
- 6.5. When booking and confirming these terms and conditions, the customer accepts the difference in price over the face value of the tickets, due to changes in supply and demand, the degree of difficulty and the cost of obtaining them, and most importantly, the cost involved in servicing and delivering the tickets to the clients.
- 6.6. Event ticket prices may be different from the face value depicted on the actual ticket therefore the customer cannot derive any rights with respect to the price difference. All costs are already included in the package prices, excluding the handling fees and/or processing fees.
- 6.7. Event Tickets are not connected to any box office, or sponsored by any of the venues, teams or organizations whose ticket Jamaica Sports 876 provides.
- 6.8. All event tickets obtained are authentic and genuine, and will provide the Travelers admittance to the specific sporting event. All prices include VAT.
- 6.9. Event Tickets may be distributed by Mobile or Online Distribution and are subject to the terms and condition of the event organizers.

## **7. Form of Payment**

- 7.1. **The preferred method of payment is by direct deposit or wire transfer in United States Dollars (USD\$), subject to the prevailing foreign exchange bank rates.**
- 7.2. Bank Charges for electronic transactions attract a fee, plus taxes. Jamaica Sports 876 Limited has no control over these bank-imposed fees which will be added to the cost of the package and are subject to change.
- 7.3. The Purchaser's authorization to use his or her credit card number for deposit and/or final payments indicates his complete compliance with our booking terms and conditions. Visa, MasterCard, American Express, Discover and Electronic Funds Transfer are all acceptable forms of payment. Some bank credit card companies may impose a "Foreign Transaction Fee". This is an arbitrary fee that occurs in a small number of cases and accrues entirely to the credit card-issuing bank.

## **8. Changes to Booking**

- 8.1. Any changes to the Purchaser's booking requested more than one hundred and fifty (150) days prior to the event date are subject to an administration fee of One Hundred United States Dollars (USD\$100), in addition to any fees levied by Jamaica Sports 876 Limited supplier(s) per change made.
- 8.2. Any changes within one hundred and eighty days (180) days of the event are subject to full cancellation charges.

## **9. Indemnity**

- 9.1. Each Traveler is responsible for his or her own person and personal property, and each Traveler agrees to indemnify and hold Jamaica Sports 876 Limited, and its officers, directors, agents, and employees, harmless against all costs, expenses, and losses or damage actually or potentially incurred by the Traveler.
- 9.2. To the extent permitted by the law, the Travelers release Jamaica Sports 876 limited (including but not limited to its Officers, directors, agents, employees, consultants, contractors, and volunteers) from any liability for any damage loss, liability or injury suffered by the Travelers in relation to the attendance at any of our packaged events.
- 9.3. The Purchaser and all Travelers acknowledge that they are responsible for their own safety and for the safety of any children accompanying them.
- 9.4. The Purchaser and Travelers agree to defend, indemnify, and hold Jamaica Sports 876, and its officers, directors, agents, and employees, harmless against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred through claims of third parties in relation to carrying out the terms and conditions of this Agreement

## **10. Trip and Travel Insurance**

- 10.1. Jamaica Sports 876 is not responsible or liable for loss, damage or theft of luggage and/or personal belonging, or for personal injury, accidents and/or illness. For the protection of the Purchaser and Travelers protection, it is important that each Traveler have, or purchase insurance to cover these possibilities. **Please contact Jamaica Sports 876 Limited or Trafalgar Travel if you are interested in purchasing travel insurance.**

**Note that travel insurance for clients over the age of 70 years old, is subject to availability by the suppliers and quotes will have to be obtained individually.**

## **11. Cancellation & Refund Policy**

- 11.1. All cancellations are governed by the terms and conditions stipulated.
- 11.2. **Refunds shall not be given for unused travel services or any portion thereof. Group bookings are one hundred percent (100%) non-refundable.**
- 11.3. Jamaica Sports and Things Limited T/A Jamaica Sports 876 , has a strict policy that it cannot make exceptions for personal emergencies. Exceptions to this policy cannot be made for any reason, including but not limited to weather, acts of God, terrorism, pandemic, civil unrest, death, non-issue of visa or personal or medical emergencies.
- 11.4. Upon purchase, the Purchaser acknowledges and accepts that any payment made to Jamaica Sports and Things Limited is final and non-refundable and accepts that all money paid to Jamaica Sports Limited will be forfeited in the event of cancellation by the Purchaser, and that the Purchaser will not make claims to payment already submitted in the event of the Purchaser's cancellation.
- 11.5. If a booked event is cancelled by the event organizer, tour operator, suppliers or otherwise because of disaster, pandemic, terrorism, etc, this Agreement shall automatically terminate and neither party shall have any liability to the other. **However, Jamaica Sports and Things Limited will use its best efforts to reach an amicable agreement for all parties based on the terms and conditions of its suppliers and event organizers., but makes no guarantee that such amicable agreement will be reached.**
- 11.6. Jamaica Sports and Things Limited reserves the sole right to cancel any packages or extension in this program, in which case all monies received by the Purchaser shall be refunded less the service, handling, processing and bank charges, and is the full extent to which Jamaica Sports 876 will be liable to refund the Purchaser.

## **12. Program Participation**

- 12.1. Jamaica Sports 876 reserves the right to accept or reject any person as a participant in any of the programs in the package and expel anyone whose conduct is deemed unacceptable without refund.

## **13. Disabled Program Participants**

- 13.1. Any special needs person must be brought to the attention of the Company at the time of booking. The Company will make reasonable efforts to accommodate the needs of special needs persons but is not responsible for denial of services by carriers, hotels, restaurants, or other suppliers.

- 13.2. If motor coaches, hotels or other facilities, buildings or methods of transportation are not equipped with wheelchair ramps, Jamaica Sports 876 cannot give individual assistance for walking, dining, getting on/off transportation vehicles, or other needs. **A qualified companion must accompany program participants needing assistance.**

#### **14. Force Majeure**

- 14.1. No party shall be liable for any failure to perform its obligations where such failure is as a result of acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), pandemic, war, invasion, act of foreign enemies, hostilities (whether war is declared or not) civil war, rebellion, terrorist activities, nationalization, government sanction, blockage, embargo, lockdown, labor, dispute, strike, lockout or interruption or failure of electricity, and no other party will have a right to terminate this agreement in such circumstance.

#### **15. Non-Affiliation**

- 15.1. Jamaica Sports 876 is in no way involved or affiliated with the any of the Suppliers, Organizers, LOC, NOC, Airlines, Hotels or AIR B& B, Transportation Providers except by way of being a broking agent or commission agent,
- 15.2. Jamaica Sports 876 is not affiliated with any official box office and should not be considered an official sponsor.

#### **16. Purchase Policy**

- 16.1. **Please read these terms and conditions carefully.** By purchasing any package(s), you agree that you have read understood, and accept the terms and conditions.
- 16.2. **Packages are not transferrable, exchangeable and are non-refundable and may be subject to change without notice.**
- 16.3. **Packages are based on Group reservation. If Jamaica Sports 876 Limited is unable able to secure the numbers required for Group books for the Hotel , Tours, Transfers and Airline reservations before final payment date, or we are unable to confirm the group number, Jamaica Sports 876 or Trafalgar Travel limited ( the Travel Agency) reserves the right to cancel the group packages and revert to individual bookings and additional changes may be applicable.**

#### **17. Miscellaneous**

- 17.1. This Agreement shall be governed by and construed in accordance with the laws of Jamaica.



- 17.2. Jamaica Sports 876 reserves the right to use pictures taken at sporting events or any other package related event at its discretion, which include but are not limited to social, television, radio, online, mobile, internet and print media.
- 17.3. Jamaica Sports and Things Limited, Trading as Jamaica Sports 876 shall not be liable to the Purchaser for any misuse, misappropriation or non-performance by any suppliers , LOC, IOC, NOC, Authorized Tour Operators, Sub-Agents, organizers, Hotel Chains, Airlines, Transportation Providers, Authorizes Ticket Agents or Tour operators, Developers, Owner, Air B & B ,
- 17.4. Any use of trademarked terms on any pages of the Jamaica Sports 876 website or on brochures or flyers or communication material or information is solely for descriptive purposes, and Jamaica Sports 876 does not claim to own the rights to these trademarked terms or properties.
- 17.5. The use of the singular term herein may be substituted for plural, where applicable
- 17.6. No failure or delay by Jamaica Sports 876 in exercising any right, power or privilege under this Agreement shall operate as a waiver of the same, nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same, or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.
- 17.7. If any provision hereof is held invalid or unenforceable by a Court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

**JAMAICA SPORTS 876 - CREATING MEMORABLE EXPERIENCES**

**Revised January 2022**