



## Terms and Conditions

*Effective Date: 21JAN19*

These Terms and Conditions (“Terms”) govern the relationship between Omega Jamaica Tours (“we,” “our,” or “us”) and the customer (“you” or “your”) for all excursions and related services provided. By booking any of our services, you agree to be bound by these Terms.

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### 1. Booking and Payment

- All excursions must be booked in advance via our official website (Omegajamtours.com), authorized agents and/or direct communication.
    - Prices are listed per person unless stated otherwise.
    - A non-refundable deposit of 20% is due at the time of booking.
    - Payments can be made via Zelle, CashApp, or Cash.
  - A 10% gratuity will be automatically added to all excursions with 30 or more participants. This gratuity supports our teams with the extra effort required to accommodate larger parties and ensure exceptional service.
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### 2. Standard Operations

- All excursions operate rain or shine unless deemed unsafe by our guides or local authorities.
- Customers are expected to arrive at the designated meeting point **at least 15 minutes prior** to the scheduled departure.

- We reserve the right to alter or cancel an excursion due to weather, safety, or operational constraints. In such cases, alternative dates or full refunds will be offered.
  - This is a shared tour: Guest could likely be accompanied by other individuals, families, and/or groups (tour participants can range up to 30 people). Excursion duration may vary depending on selected activities (e.g. some guests may do additional activities than others)- this may cause a slight wait period between activities. Private tours can be arranged for an additional fee.
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### 3. Late Fees

- If you arrive **15 or more minutes late** past the scheduled start time and the excursion has already commenced or cannot be delayed, you may be considered a “no-show.”
  - A **late fee of \$10 per person** may be charged if waiting for late arrivals results in delays to the group or itinerary.
  - Rebooking due to lateness is subject to availability and may incur an administrative fee.
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### 4. Cancellation Policy

- **24 hours** before the excursion: Full refund or free rescheduling.
  - **Less than 24 hours** before the excursion: 50% refund or rescheduling with a fee of \$30 per group.
    - **No call/No show:** No refund and no rescheduling.
  - Cancellation requests must be submitted in writing or via our official booking platform.
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### 5. Out of Range Fees

- Our excursions include pick-up and drop-off within a defined service area (details provided at booking).

- If your pickup location is outside of our pickup zone, additional transportation costs may apply. Charges will vary per distance.
    - This fee must be paid in advance or at the time of pick-up to confirm your participation.
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## **6. Participant Responsibilities**

- You must comply with safety instructions and guidelines provided by our guides at all times.
    - You are responsible for any damage caused to equipment or property due to negligence or misconduct.
  - We expect all guests to engage respectfully and responsibly when participating in the tour/excursions.
  - If you have any medical conditions or special needs, these must be disclosed at the time of booking.
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## **7. Liability Waiver**

- Participation in excursions involves inherent risks. By joining, you acknowledge these risks and agree to hold Omega Jamaica Tours its employees, and partners harmless for any injury, loss, or damage that may occur.
  - We recommend that all participants have appropriate travel and medical insurance.
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## **8. Force Majeure**

We are not liable for delays, changes, or cancellations caused by events beyond our control, including but not limited to acts of God, war, pandemic, weather, or transportation failure.

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## **9. Dispute Resolution**

Any disputes arising under these Terms shall be resolved according to the laws of Jamaica, and the venue for any legal proceedings shall be in Montego Bay.

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### 10. Amendments

We reserve the right to update or modify these Terms at any time without prior notice. The latest version will be available on our website and will govern future bookings.

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### 11. Signature Agreement

By signing this document, you agree that the above Terms and Conditions are reasonable and will comply within the means of the conditions.

Participant/Guest 1: (Printed Name) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Participant/Guest 2: (Printed Name) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Participant/Guest 3: (Printed Name) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Participant/Guest 4: (Printed Name) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Participant/Guest 5: (Printed Name) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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For questions, please contact us at:

**Omega Jamaica Tours**

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