
Lovely Excursions Payment Terms & Conditions

These Payment Terms and Conditions outline the agreement between you ("the Client") and Lovely Excursions ("the Company") regarding the booking and payment for all our trip packages. By making a booking with Lovely Excursions, you acknowledge that you have read, understood, and agree to be bound by these terms and conditions.

1. Booking Confirmation & Deposit

1.1. All bookings are subject to availability and are only confirmed upon receipt of a non-refundable deposit.

1.2. The required deposit amount varies per trip: * For trips with **confirmed dates** (e.g., Croatia, Thailand), a **non-refundable deposit of R5,000 per person** is required. * For trips with **provisional or unconfirmed dates** (e.g., Winelands, South Africa - dependent on festival confirmation), a **non-refundable deposit of R2,500 per person** is required.

1.3. Your booking is not considered confirmed until the Company has received the applicable deposit and issued a confirmation invoice.

2. Payment Schedule

2.1. **For All Trips:** * **Second Payment:** 50% of the remaining balance is due **75 days prior to the confirmed departure date**. * **Final Balance:** The full remaining balance must be paid no later than **40 days prior to the confirmed departure date**.

2.2. **Bookings Made Within 75 Days of Departure:** * If a booking is made less than 75 days but more than 40 days prior to the confirmed departure date, the initial deposit and the second payment (50% of the remaining balance) are due immediately upon booking. The final balance remains due 40 days prior to departure.

2.3. **Bookings Made Within 40 Days of Departure:** * If a booking is made less than 40 days prior to the confirmed departure date, the full trip cost (100% of the total balance) is due immediately upon booking.

2.4. For trips with provisional or unconfirmed dates, the above payment schedule will apply once the dates are officially confirmed by the Company.

2.5. Failure to make payments by the due dates may result in the cancellation of your booking and forfeiture of any payments made, including the non-refundable deposit.

3. Pricing and Adjustments

3.1. All quoted prices are indicative and are subject to adjustment. 3.2. Prices may change due to factors beyond the Company's control, including but not limited to, currency fluctuations, changes in airfares, hotel rates, local taxes, or unforeseen economic

circumstances. 3.3. The final trip price will be confirmed upon receipt of full payment. Any adjustments will be communicated to the Client in writing.

4. Cancellation by the Client

4.1. All deposits are **non-refundable**.

4.2. Cancellations must be submitted to Lovely Excursions in writing (via email).

4.3. Cancellation charges will apply based on the date the written cancellation is received by the Company: * **More than 75 days prior to departure:** Forfeiture of deposit. * **41-75 days prior to departure:** Forfeiture of deposit + 50% of the trip cost. * **0-40 days prior to departure:** 100% of the trip cost (no refund).

4.4. For trips with provisional dates, should the confirmed dates not suit the Client, the initial deposit may be transferred to an alternative Lovely Excursions trip, subject to availability and the Company's discretion, and any applicable price difference.

5. Cancellation or Changes by Lovely Excursions

5.1. Lovely Excursions reserves the right to cancel or make changes to any trip at any time due to unforeseen circumstances, including but not limited to, insufficient numbers of participants, operational reasons, or events of Force Majeure (as defined in Clause 9).

5.2. **Minor Changes:** A minor change made by Lovely Excursions that does not significantly alter the overall nature or duration of the trip (e.g., minor itinerary adjustments, changes in hotel of similar standard, revised timings). Such changes do not entitle the Client to a refund.

5.3. **Significant Changes:** A significant change made by Lovely Excursions would involve a change of more than 48 hours to the departure or return time (excluding changes made by the airline, which are governed by airline policies and your travel insurance), a change of departure or arrival airport/city (unless it's a nearby alternative), or a change in accommodation standard to a lower category for a substantial part of the trip.

5.4. In the event of a significant change to a confirmed itinerary before departure, or a cancellation by the Company, we will: * a) Offer you an alternative trip of comparable value, or; * b) Offer a full refund of all monies paid to the Company for the cancelled trip, **minus reasonable administrative fees** (e.g., non-recoverable third-party costs already incurred).

5.5. Refunds for cancellations by the Company or for significant changes will be processed within **45 days** of the cancellation notification or Client's election for a refund.

5.6. Lovely Excursions is **not liable for any additional costs incurred by the Client** (e.g., non-refundable flights, pre/post-tour accommodation, visa fees, vaccinations, or other independent arrangements) due to a trip cancellation or change by the Company. Comprehensive travel insurance is mandatory to cover such eventualities.

6. Travel Insurance

6.1. It is **mandatory** for all clients to obtain comprehensive travel insurance at the time of booking.

6.2. Your travel insurance should cover trip cancellation, trip interruption, medical emergencies, emergency evacuation, personal liability, and loss of baggage.

6.3. Lovely Excursions is not responsible for any costs or losses incurred due to a lack of adequate travel insurance.

7. Passports, Visas, and Health Requirements

7.1. It is the Client's sole responsibility to ensure they have valid passports, visas, permits, and any necessary health certificates or vaccinations required for the countries visited on their chosen trip.

7.2. Any costs incurred due to invalid travel documents or failure to meet health requirements are the responsibility of the Client.

8. Client Responsibility & Conduct

8.1. Clients are expected to act responsibly and respectfully towards other travelers, staff, and local communities.

8.2. Clients must comply with the instructions of the **trip host** and local laws and customs.

8.3. Lovely Excursions reserves the right to remove any client from a trip whose behavior is disruptive, abusive, or endangering to themselves or others, with no right to a refund.

9. Force Majeure

9.1. Lovely Excursions will not be liable or pay any compensation if our contractual obligations are affected by "Force Majeure".

9.2. Force Majeure means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. This may include, but is not limited to, war, threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, epidemics, pandemics, significant risks to human health such as the outbreak of serious disease at the travel destination, unavoidable technical problems with transport, fire, government actions, and all similar events.

9.3. In such circumstances, Lovely Excursions reserves the right to cancel, postpone, or make changes to the trip without liability for additional compensation beyond the provisions outlined in Clause 5.

10. Limitation of Liability

10.1. Lovely Excursions acts as an agent for the various independent suppliers that provide transportation, accommodation, excursions, and other services connected with your trip.

Lovely Excursions shall not be liable for any injury, damage, loss, accident, delay, or irregularity which may be occasioned by reason of any defect in any vehicle, or through the acts or defaults of any company or person engaged in conveying the Client or in carrying out the arrangements of the trip, or otherwise in connection therewith.

10.2. To the fullest extent permitted by law, Lovely Excursions' total liability for any claims arising from or connected with these terms or the provision of the trip shall be limited to the total amount paid by the Client for the specific trip in question.

10.3. Lovely Excursions shall not be liable for any indirect, special, incidental, punitive, exemplary, or consequential loss or damages, including but not limited to loss of profit, revenue, or anticipated savings.

11. Complaints and Dispute Resolution

11.1. If the Client has a complaint while on a trip, it must be reported immediately to the **trip host** or local representative so that the issue can be addressed promptly.

11.2. If the problem cannot be resolved locally, the Client must notify Lovely Excursions in writing within **7 days** of the trip's completion, providing full details of the complaint.

11.3. Lovely Excursions will endeavor to resolve all complaints fairly and efficiently within a reasonable timeframe.

11.4. This agreement shall be governed by and construed in accordance with the laws of **the Republic of South Africa**. Any dispute arising out of or in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the courts of **South Africa**.

Please ensure you read and understand these terms fully before confirming your booking. If you have any questions, feel free to contact us