

Terms and Conditions

Lucky Compass Travel Design, LLC

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Introduction to the boring, legal stuff:

The Terms and Conditions in this agreement, along with the written trip itinerary we provide (which is incorporated herein by reference), represent the entire understanding between you ("Client", "Traveler(s)", "You"), and Lucky Compass Travel Design, LLC, ("LCTD", "Company", "We"), regarding any bookings or reservations made. If you disagree with or are unable to comply with any part of the Agreements, you are not authorized to use the Service. However, please contact us at info@lctraveldesign.com so we can attempt to find a solution. These Terms apply to all visitors, users, and others who wish to access or use our Service.

1. Agent of Suppliers

Lucky Compass Travel Design, LLC acts as a sales agent for any hotel, car-rental company, tour operator, or other service provider named in your itinerary or confirmation ("Suppliers"). We are not responsible for the acts or omissions of the Suppliers or their failure to adhere to their own schedules, provide services or refunds, financial default, or failure to honor future trip credits. We have no special knowledge regarding the financial condition of the Suppliers.

While LCTD prides itself on selecting top quality Suppliers, we assume no responsibility for and shall not be liable for any refund, personal injury, property damage, death, illness, or other loss, accident, delay, inconvenience, or irregularity which may be caused by: (1) any defaults, wrongful or negligent acts, or omissions of the Suppliers; (2) any defect in or failure of any vehicle, craft, equipment, or instrumentality owned, operated, or otherwise used or provided by the Suppliers; or (3) any wrongful or negligent acts or omissions on the part of any other party not under our control. Suppliers reserve the right to deviate from the direct, customary and/or scheduled route or itinerary for any reason, without limitation and without notice. Passenger(s) acknowledge and agree that LCTD is not responsible for Supplier deviations, delays, cancellations or any other condition beyond its control.

2. Payment Policy for Services Rendered (this part is important!)

- If your scheduled arrival date is within 35 days or less from the booking date, full payment of the package price is required at the time of booking.

- If your arrival date is more than 35 days away, your Lucky Compass Travel Expert will provide details on available payment plan options based on your arrival date.
- For trips during peak season (December 15 - January 5) or Easter Week (March 29, 2026 - April 12, 2026), final payment is due 65 days before your arrival.
- If your package includes a rental (villa, condo, home), the final payment is due 90 days prior to your arrival.

All pricing and payment is in USD.

You may pay for your trip using a credit card or bank wire transfer. We are unable to accept any other forms of payment.

If you choose to pay by wire transfer, an interim payment via credit card is required to confirm your trip booking for \$1 (USD). Please note that once the booking is confirmed, the services are non-refundable and cannot be modified or canceled without penalty. If the wire transfer is not received within 3 business days, the full price of the trip will be charged, and no discounts will apply. By choosing to pay by wire transfer, you authorize Lucky Compass Travel Design to charge your credit card for the amount due if payment is not received through the specified method.

a. Credit Card Chargeback Policy

We strive to ensure our clients are always satisfied. If you are not happy with the services provided, you agree not to initiate a chargeback with your credit or debit card company before allowing us the opportunity to address the issue. By submitting your deposit, you agree to work with us in good faith to resolve any concerns and understand that chargebacks are not an appropriate way to bypass our cancellation and refund policies.

3. Quoted Itinerary Rates

Client understands that after the itinerary proposal has been approved, accommodation rates and availability could change as these factors are dynamic. Reservations cannot be confirmed until deposit/first payment is received. If there are rate or availability changes, Agency will address the changes with Client as soon as possible in writing with options and for further approval of these changes with the understanding that the total cost of the itinerary will change if rates and availability with providers have changed.

4. Itinerary Changes Policy

An itinerary change is defined as any service that requires cancellation including, but not limited to, transportation, accommodations, or excursions after your itinerary deposit has been made (i.e. booking your trip, approving the itinerary proposal). An itinerary change does *not* refer to entire travel or trip cancellation.

- Itinerary changes made more than 35 days prior to your arrival may result in a \$25 per change fee. We ask that you limit changes to less than 3 per itinerary or additional charges may apply.
- Changes made 34 days or less to the arrival date will result in a 100% penalty. Some services may be eligible for credit or trade but will carry a \$50 per change fee.
- Additional services added to the itinerary do not result in a change fee.
- Special Change Terms apply to itineraries that include a rental (villa, home, condo) as such: Changes made 89 days prior to arrival will carry a \$75 change fee. Changes made within 89 days of arrival carry a 100% penalty fee.

5. Cancellation Policy

- Bookings (non peak season) 35 days or more before arrival - 10% penalty of total booked itinerary cost.
- Bookings (non peak season) 0 - 34 days before arrival - 100% penalty of total booked itinerary cost.
- Bookings (non peak season) which include a rental (villa, condo, home) 90 days or more before arrival - 10% penalty of total booked itinerary cost.
- Bookings (non peak season) which include a rental (villa, condo, home) 0-89 days before arrival - 100% penalty

*10% cancellation fee may be eligible to be used for a future booking with us. Speak with your LCTD Travel Expert for details.

a. Travel During Peak Holidays

- Peak holidays are considered between Dec 15 - Jan 5, and Easter Week ((March 29, 2026 - April 12, 2026) of every year.
- Peak season bookings 65 days or more before arrival - 10% penalty of total booked itinerary cost.
- Peak season bookings 0 - 64 days before arrival - 100% penalty of total booked itinerary cost and may be subject to further penalties for canceling depending on which providers were used in your trip.

*10% cancellation fee may be eligible to be used for a future booking with us. Speak with your LCTD Travel Expert for details.

6. Rebooking Policy

We recognize that unforeseen circumstances can arise, and as such, rather than canceling your itinerary and incurring a cancellation fee, you have the option to rebook your trip at no additional cost. This rebooking must occur before the window when a 100% cancellation fee applies (which varies based on your travel dates and any specific terms associated with your package).

Additionally, you must provide new travel dates within 30 days of your rebooking request, or you may risk forfeiting the trip entirely.

Please note that rebooking is subject to our discretion and dependent on availability from our partners. Penalties may be imposed by the partners involved.

Once your itinerary is rebooked, the original cancellation and refund terms will no longer apply, and a 100% cancellation fee will be charged for the rebooked trip.

7. Refunds

If a cancellation of services qualifies for a refund, the refund will be issued to the credit card used for the original reservation and cannot be processed through any other payment method. Refund processing times may vary based on the services canceled, the reason for the refund, and the reimbursement schedules from our partners. While LCTD reserves the right to extend the refund processing period indefinitely, we aim to complete refunds within 14-21 business days.

8. Force Majeure

"Force Majeure," in the context of this contract, refers to any event or circumstance beyond our reasonable control, including, but not limited to, acts of God, terrorist activities, insurrection, explosions, floods, storms, hurricanes, fires, accidents, war (declared or undeclared), sabotage, civil unrest, labor strikes, requisition, illness, quarantine, pandemics, epidemics, diseases and viruses (known, unknown, or novel, such as COVID-19 or its variants), foodborne or airborne illnesses, government interventions that affect domestic and/or international travel, government restrictions or warnings, advisories from diplomatic or health organizations (e.g., World Health Organization), border closures, adverse weather conditions, death, or any unforeseen circumstances.

In the rare event that Force Majeure prevents, significantly disrupts, or renders it impossible for us or our suppliers to provide the services outlined in your itinerary, we and/or our suppliers have the sole discretion to take one or more of the following actions: cancel, alter, modify, postpone, or reschedule any part of the itinerary, including specific dates or the entire itinerary. You acknowledge and agree that no compensation, costs, or expenses incurred due to Force Majeure will be reimbursed. We regret that no refunds will be issued if any of the above actions are taken as a result of Force Majeure, unless we are able to secure refunds from our suppliers at your request. If you wish for us to request refunds from our suppliers, a non-refundable service fee will apply. Any refund processed under this provision will be subject to a deduction for non-refundable administrative and operational costs. These costs, associated with planning, booking, and managing your itinerary, are not refundable due to the work involved from the moment the itinerary is confirmed.

If Lucky Compass Travel Design LLC (LCTD) or any vendor, supplier, or third-party engaged by LCTD is affected by a Force Majeure event, we reserve the right to modify or cancel any part or all of the itinerary without liability.

9. Assumption of Risk/Waiver

Traveler(s) is aware that travel may involve inherent risks. Inherent risks include, but are not limited to, risk of injury or death from: motor vehicles collisions, animals, roadway hazards, slips, and falls, consumption of alcoholic beverages, tainted food, or non-potable water; exposure to the elements, including heat, cold, sun, water, and wind; your own negligence and/or the negligence of others, including tour guides, other travelers, attack by or encounter with insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no available medical services; fatigue, chill, overheating, and/or dizziness, known or unknown medical conditions, physical excursion for which you are not prepared or other such accidents; the negligence or lack of adequate training of any third-party providers who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided.

Traveler understands the description of these risks, including risks due to COVID 19, is not complete and that unknown or unanticipated risks may result in injury, illness, or death. In order to partake of the enjoyment and excitement of this trip, travelers are willing to accept the risks and uncertainty involved as being an integral part of travel, including the risk of infection, illness and death. Traveler hereby accepts and assumes full responsibility for any and all risks of postponement, cancellation, quarantine, illness, injury or death and of the negligence of Lucky Compass Travel Design and agrees to and shall hold harmless and fully release Lucky Compass Travel Design from any and all claims associated with the trip, including any claims of third party negligence and/or the negligence of Lucky Compass Travel Design and traveler hereby covenant not to take legal action against Agency for any such claims or joint action et al. This agreement also binds your heirs, legal representatives and assigns.

10. Indemnification

Traveler agrees to and shall indemnify and hold harmless Company, and each of our officers, directors, employees and agents (collectively "Lucky Compass Travel Design, LLC"), from any expenses, losses, liabilities, damages, judgments, settlements and costs (collectively, "damages") involved with or incurred by Company (including, without limitation, reasonable attorneys' fees and the advancement of same) with respect to any claims, law suits, arbitrations, or other causes of action, which result, directly or indirectly, from: (i) traveler's breach or violation, or threatened breach or violation, of this Agreement and (ii) Any damage caused by traveler while participating in the trip.

11. Traveler(s) Responsibilities

You warrant that you are at least 18 years of age and possess the legal authority to enter into this Agreement and to make travel bookings with LCTD. You agree to be financially responsible for all travel bookings you make with us, whether made on behalf of yourself or for other members of your traveling party. You warrant that all information supplied by you on behalf of yourself, members of your household, or others for whom you are authorized to transact business with us is true and accurate. You agree that you will only make legitimate reservations or purchases with LCTD and its Suppliers, and you acknowledge that, without limitation, any speculative, false, or fraudulent reservation is prohibited.

- a. Entry & Re-entry Rules: You assume full and complete responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements of your destination and your connecting points, and all conditions regarding health, safety, security, political stability, and labor or civil unrest at such destination. Make sure to note rules are subject to change whether your travels are foreign or domestic. Many countries require your passport to be valid for six months or more after your date of entry. Some countries will not admit persons convicted of a crime. Some countries require both parents' consent for minors to travel. Traveler is solely and fully responsible for all travel documents in accuracy, validity, and condition of said documents.
- b. Insurance: For your protection, we strongly recommend that you purchase trip cancellation and travel accident insurance. Please note that most policies have a specific clause stating they do not cover epidemics and pandemics, especially when travel warnings are in place. No representation or description of the insurance made by our staff constitutes a binding assurance or promise about the insurance. You agree to hold us harmless for your election not to purchase travel insurance or for any denial of claim by travel insurer as it relates to COVID-19 or any other claim under the policy.
- c. Outside Vendors: LCTD is not liable or responsible for any arrangements/bookings made independently outside of LCTD itinerary/services provided. LCTD assumes no responsibility for costs or fees incurred for independent arrangements not booked through LCTD inclusive of, but not limited to: flights, hotel, tours, excursions, and travel insurance protection. LCTD is not responsible for flight arrangements nor for any loss resulting from cancellation or changes in flights. LCTD cannot assist in any schedule changes or delays related to flight reservations you have made. It may not be possible to earn loyalty points on your itinerary. Hotel and airline rewards or points cannot be redeemed for travel arrangements made by LCTD.

12. General:

The laws of the State of Illinois, USA, govern these Terms and Conditions. You hereby consent to the exclusive jurisdiction and venue of courts in Cook County, Illinois in all disputes arising out of or relating to travel bookings with LCTD. Any claim against LCTD must be brought within 12 months after the date of the completion of the trip and not later. LCTD shall not in any case be liable for damages other than compensatory damages, and you waive any right to claim punitive or exemplary damages. You agree that you may only bring claims in your individual capacity and not as plaintiffs or class members in any class action, proposed or purported class action, or other representative action, regardless of the type of proceeding. You expressly agree to waive and forego any and all rights to bring any such class actions, purported or proposed class actions, or representative actions.

If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and agreement shall continue in effect.

These Terms and Conditions (and any other terms and conditions referenced herein) constitute the entire agreement between the Client and LCTD with respect to travel bookings made with LCTD by any means, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Client and LCTD with respect to communications with LCTD. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

13. Reservation of Rights and Term Changes

We reserve the right, in our sole discretion, to change these Terms and Conditions at any time. Updated versions of the Terms will be provided to Clients, will be posted on our website and are effective immediately on posting.

14. Acceptance of Terms and Conditions

Client understands that once the itinerary proposal has been approved through itinerary link, these terms and conditions have been accepted by Client and Client has entered into a binding contract with Agency.