

# FoodTrip:

## Booking Terms & Conditions

Please read these booking terms and conditions ("**Terms & Conditions**") carefully. They form an important part of the contract for your food experience ("**Experience**").

These Terms & Conditions apply to all bookings made with FOODTRIP LTD., a limited company registered in England with company number 11531142 and registered office address at Ground Floor, Unit 501, Centennial Park, Centennial Avenue, Elstree, Borehamwood, Herts, WD6 3FG ("**FoodTrip**", "**we**", "**us**" and "**our**"). FoodTrip is the trading name of FOODTRIP LTD. and the business connects with customers via the app ("**App**").

In these Terms & Conditions, "**you**" and "**your**" means the person who makes the booking together with all other persons named on the booking from time to time (including any persons who are added or substituted at a later date) or any of them.

The following Terms & Conditions will form the basis of your contract with FoodTrip and you will be deemed to have agreed to and accepted these Terms & Conditions at the time that you confirm your booking with us.

### **Making your Booking**

Bookings with FoodTrip can only be made on our App. Experiences fall into two categories – "set date experiences" where all the itinerary/schedules are arranged and you have no flexibility, or "open date experiences" where we subsequently arrange the Experience. Before booking your Experience, please carefully check all details set out in the travel proposal.

Once you have made a booking, we will then email you confirming the Experience "**Confirmation**". You can find the details of the Experience in the App where you are able to review your Experience.

The person making the booking must be 18 years' old or over. If there is a group, then the person making the booking (the 'Lead Name') must be 18 years' old or over and possess the legal capacity and authority to make the booking and accept these Terms and Conditions on behalf of everyone in their party. Whether you book alone or as a group, we will only deal with the Lead Name in all subsequent correspondence, including changes, amendments and cancellations. The Lead Name is responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself and any other person travelling on the booking and for passing on any information regarding the booking or any changes made in relation thereto, to all persons travelling on such booking, including but not limited to information on schedule changes or copies of the Confirmations.

The information we make available to you regarding the Experience is checked and accurate to the best of our knowledge. However, please note that this information is provided for guidance only and may change. You are invited to make your own enquiries on any particular elements of the Experience.

### **Your Responsibility**

Adequate and valid travel insurance is compulsory for all bookings and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance for your booking by the date of departure and which cover the full period of your Experience. We recommend that you take out insurance as soon as your booking is confirmed.

Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect your or other people's enjoyment of the Experience. If there are issues during your Experience then we are obliged to assist you. If you share information with us then we will be better placed to provide this assistance.

No unaccompanied minors (those under 18 years of age) can be accepted however: (a) minors aged between 3 - 17 years may accompany their parents on tours designated as family adventures; (b) older teenagers may be allowed to join group tours, provided they are accompanied by a parent or guardian who accepts full responsibility for them.

Please note that the timings of sea, road or rail departures are estimates only. These timings may be affected by operational difficulties, weather conditions or other unavoidable factors.

We will consider special requests such as dietary requirements or specific rooming arrangements when you book. We will tell you whether there is a charge for the request. We can only guarantee requests for which there is a charge, or those that are confirmed in writing. It is your responsibility to advise us of any special requirements.

Any accommodation we arrange for you must only be used by those people named on the Confirmation (or on latest Amendment Invoice issued). You are not allowed to share the accommodation or let anyone else stay there. You are responsible for the cost of any damage caused to your accommodation or its contents during your stay. These charges must be met by you and may have to be paid locally.

If you are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the holiday, you must advise us of this at the time of booking.

If you are refused carriage because of your behaviour, or you are under the influence of alcohol or drugs, transport providers (including modes such as buses, trains, taxis, ferries etc.) may pass on your details and date of refusal of carriage to other transport providers for their information. This in turn may make it difficult for you to attend other parts of the Experience. In any of these circumstances, no refunds or compensation will be paid to you and we may make a claim against you for any damages, costs and expenses (including legal expenses) incurred as a result of your behaviour, including but not limited to (i) repairing or replacing property lost, damaged or destroyed by you, (ii) compensating any passenger, crew, staff or agent affected by your actions and (iii) diverting or stopping the mode of transport to remove you. Criminal proceedings may also be instigated.

### **Flights**

It is your responsibility to book flights and, depending on the Experience you have booked, other internal travel arrangements.

### **Payment**

You will pay for the Experience in full when you book the Experience.

Processing your payment is not a guarantee or representation that your requested arrangements will be provided or confirmed. If there are constituent elements that are subsequently unavailable, and we cannot source an adequate replacement then we will refund the cost of the constituent part where applicable in accordance with these Terms & Conditions. In particular if the change is "material" you will have the rights set out below.

### **Changes made to Bookings by us**

In certain circumstances, we may be required to make changes to your booking. We plan your trip in advance of your holiday using independent suppliers such as hotels, restaurants, local transport operators and guides, over whom we have no direct control. We reserve the right to make minor changes to these arrangements without notifying you. However, where we have made a material change to your booking we will notify you as soon as reasonably practical.

For the avoidance of doubt, a material change includes but is not limited to, a change of experience destination or a change to a lower standard accommodation or lower priced accommodation. Where a material change is necessary we will provide you with three alternatives to the original item which is subject to change. You may accept one of these alternative options, change your booking to another available holiday, or cancel the booking and receive a full refund of the price. If you choose an alternative which exceeds the price you have paid, you must pay the difference.

Where the alternative holiday is less than the price paid for your holiday, we will refund the difference in price. If the amendment results in the price of your holiday reducing by more than 10%, this will be deemed a part cancellation and cancellation charges will apply to the cancelled portion of the holiday in accordance with Cancellations or Changes to Experiences section below. Please note that some accommodation and transport is priced according to the number of people in the booking. If you wish to change the size of your party, the per person cost of the holiday for other members may increase significantly.

Where changes to your booking are required (such as travel, accommodation, excursions or other arrangements as part of your Experience), we will inform you of the proposed changes and alternative options as soon as possible via *the App and by email*. You must respond to our notice of any changes within 5 working days, to either: (a) confirm what/which alternative/s you wish to accept; or (b) to cancel your booking in its entirety. If you

decide to cancel your booking within the 5-day notice period, we will issue a full refund. Guidance on how to cancel your booking is below in Cancellations or Changes to Experiences section.

Although we are not arranging flights, please note that some airline tickets (e.g. advance purchase and net fare tickets) cannot be changed once booked without incurring considerable cost.

### **Cancellations or Changes to Experiences**

If you do not attend the Experience, then you are not entitled to a refund or replacement experience.

If you wish to cancel or change an Experience, then ordinarily you will not receive a refund and be liable for administration costs incurred by FoodTrip (see below). However, if transfer the Experience to another person or, change the date of the Experience then you will be liable for any fees, charges or other costs reasonably incurred by Foodtrip as a result of any transfer of or amendment to your Experience. Both you and the person to whom you have transferred the Experience are jointly and severally liable for those charges.

If you cancel your booking no later than 14 days before the date when your Experience starts, FoodTrip will issue a full refund of any monies paid to us by you. If you decide to cancel within 14 days of the start of your Experience, we may charge you for any fees that we have reasonably incurred as a result of your cancellation. The cancellation fees are set out below:

Within 13 days of the Experience	50% of total price
Within 7 days of the Experience	80% of total price
Within 6 days of the Experience	100% of total price

If for unavoidable reasons an Experience cannot take place (such as where circumstances at the destination make the Experience impossible to proceed), you may cancel your booking and receive a full refund of any monies paid to Foodtrip for the Experience up to and including the day of cancellation.

You must give notice of cancellation by email to [info@foodtripexperience.com](mailto:info@foodtripexperience.com). Cancellations will be effective on the day that notice of cancellation is received by us.

Please note that in certain circumstances, hotels, restaurants and other suppliers may have applied ticketing conditions under which higher cancellation charges to those shown above are chargeable. In such circumstances, you will be liable to pay the cancellation charge listed above together with any additional cancellation charges charged by suppliers.

### **Cancellation by us:**

Every Experience requires a minimum of 2 or 4 people. If others wish to change or cancel an Experience but we still have the requisite minimum of people for the Experience then, subject to no further changes being requested, the Experience will proceed.

If the minimum number of people required for an Experience is not met, we may cancel the Experience on the following minimum notice periods:

Trips of more than 6 days	20 days before start of package;
Trips of between 2 and 6 days	7 days before start of package; and
Trips of less than 2 day	48 hours before start of package.

If we have to cancel an Experience in accordance with the above notice periods, we will reimburse any payments made by you up to and including the date of the cancellation. This refund is FoodTrip's sole liability and FoodTrip is not liable for any additional costs incurred by you or any other compensation.

### **Your responsibilities**

You are responsible for ensuring you have valid passport(s) with at least 6 months validity from the date of return of travel and with at least 3 blank pages to allow for visas, entry and departure stamps, etc.

You are also responsible for ensuring you have valid visas, health documents, insurance, driving licences and any other entry or travel requirements of the country you are travelling to. We cannot accept liability for any failure to obtain any such documents or meet any requirements of entry. We have no obligation to advise you of any requirements in any country.

You are responsible for your arrival at the stated departure times and locations of travel and you will be liable for any loss or damage suffered as a result of any failure to do so.

When you make a booking with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the third-party supplier who has suffered the damage or loss, or to us, as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. In addition, loss or damage to your own personal property is at your sole risk. You should ensure you have appropriate travel insurance to protect you.

### **Complaints**

Most problems can be rectified straight away if we know about them. If you have a problem, you should report it immediately and directly to us. If the problem cannot be resolved locally and you wish to make a complaint, please write to [info@foodtripexperience.com](mailto:info@foodtripexperience.com). We will aim to respond to you within 28 days of receiving your complaint.

### **Our Liability**

We will not be liable for any failure in the performance of our obligations to you which arises as a result of your breach of these Terms & Conditions or arises from any unusual or unforeseen event or circumstance beyond our control or the control of our suppliers including, but not limited to: war, threat of war, terrorism or threat of terrorist activity, severe weather conditions, civil unrest, natural or nuclear disaster, epidemics, breakdown of machinery or equipment, power failure, fire or flood.

We will book independent suppliers to provide most accommodation, travel, tour and other arrangements. All bookings are subject to the Terms & Conditions of these third-party suppliers, including any limitations or exclusions of liability. Our liability will be limited in accordance with and/or in an identical manner to: (a) the contractual terms of the suppliers who provide any elements of your travel arrangements; and (b) where any relevant international travel conventions apply, including but limited to the Paris Convention, in respect of the provision of accommodation.

Nothing in these Terms & Conditions limits or excludes the liability of FoodTrip for death or personal injury resulting from negligence, any damage or liability incurred by you as a result of our fraud or fraudulent misrepresentation or where our liability cannot be otherwise excluded by operation of applicable law.

We shall have no liability where the cause of the failure to provide, or failure in, your holiday or any death or personal injury you may suffer is not due to any fault on our part or that of our agents or suppliers, because it is either attributable to you, or attributable to someone unconnected with your holiday and is unforeseeable or unavoidable, or is attributable to our employees, agents, subcontractors and suppliers and their staff whilst acting outside the scope of their employment, or is due to information, however obtained, from outside sources such as independent third party websites, or is due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our agents or suppliers could have foreseen or forestalled.

### **Third Party Rights**

The Contracts (Rights of Third Parties) Act 1999 shall be excluded.

### **Governing Law**

These Terms & Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms & Conditions or their subject matter or formation (including non-contractual disputes or claims).