

# An Epicurean Voyage, LLC

## TERMS & CONDITIONS 2023

*The following terms and conditions apply to the booking of your itinerary (“Services”) and upon the acceptance of your deposit by An Epicurean Voyage, LLC, herein referred to as “An Epicurean Voyage.” These terms and conditions, together with the relevant itinerary, website and the further information provided to you form the basis of your contract with An Epicurean Voyage. In these terms and conditions “we,” “us” and/or “our” means An Epicurean Voyage, and “you” and “your” means the person making the itinerary booking and everyone named on the booking form, including anyone added or substituted subsequently.*

### 1.0 General

By making a reservation and paying your deposit, you agree to be bound by the provisions contained herein and accept the terms and conditions/contract for travel related services of An Epicurean Voyage, a copy of which will be included in your itinerary documents. You will be the only recipient of this itinerary and terms and conditions. It is your sole responsibility to inform all other parties traveling of the contents of these terms and conditions.

You represent and warrant that (a) you are of sufficient age to use our services and website and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these terms and conditions on their behalf, and (c) the information supplied by you or members of your group is true and correct.

**What’s Included (groups or individual travel):** Services below (if purchased) – see details on your proposal/paid invoice Services may include but not be limited to hotels, transfers, tours, taxes (with exceptions) train tickets, meals All itinerary items are subject to change.

**What’s Not Included:** All airfare (unless purchased and indicated on invoice), airport taxes, luggage fees, visa fees, reciprocity fees, any expenses not specified on the invoice – including but not limited to telephone, internet, laundry, personal items & sundries, individual purchases, tour cancellation/health insurance, food & drink (meals other than specified), gratuities (unless otherwise indicated on invoice).

### 2.0 Deposits and Payments

An initial consultation fee of \$250 is charged to you for research and creating a draft itinerary based on your travel request. If you continue and finalize the booking process with An Epicurean Voyage, this fee will be waived and applied to your trip costs.

For all bookings, a 50% deposit is required within 7 days of your approval of the booking or sooner as noted on your confirmation invoice. The final balance is due no later than 90 days prior to your departure, unless a vendor/supplier requires payment in advance or more than a 50% deposit. In these cases, An Epicurean Voyage will notify you of any additional deposits required. If deposit or payment is not received by An Epicurean Voyage on or before the deposit due date, your reservations may be cancelled, and pricing may not be guaranteed. Failure to remit payments on a timely basis will put your booking at risk of cancellation. Please contact us immediately in advance of your payment due date if you will be unable to meet this obligation.

Without limitation, clients voluntarily hold An Epicurean Voyage harmless for cancellation of any booking for either late payment or declination of a credit card. Cancellation penalties as indicated on the invoice or as set forth in these terms and conditions apply (see Cancellation Policy).

An Epicurean Voyage accepts American Express, MasterCard, Visa, PayPal, bank checks, money orders, and personal checks for deposits and final payments. Any processing fees from credit cards, PayPal or other forms of payments will be passed on to you.

### 3.0 Travel Protection

As your travel consultant, we have a professional responsibility and we strongly recommend that all guests purchase a Trip Cancellation/Interruption Protection Plan for the air and/or land arrangement costs, at a minimum. While An Epicurean Voyage does not offer travel insurance, we can assist you in finding an insurance carrier that can provide you travel insurance at competitive rates. Please note that policies vary and some policies do not protect against cancellation due to pandemics or supplier defaults, so you must read your policy carefully.

### 4.0 Changes and Cancellations

#### 4.1 Cancellation policy

A full deposit refund is only made when the cancellation notice is provided to An Epicurean Voyage no later than 120 days prior to the scheduled departure date. Any refund of payments will only be made by the same method as received. Guests who cancel for any reason, including medical reasons, are subject to the following cancellation fees per person based on the total charges made for the Itinerary, plus any fees related to the early confirmation of air travel if arranged by An Epicurean Voyage (said fees to be determined at time of cancellation):

### Cancellation Charges

Number of days before departure	Cancellation fee per person
Over 120 days	<b>None</b>
61 to 120 days	<b>50%</b>
0 - 60 days; non-appearance	<b>100%</b>

Certain vendors/suppliers for lodging and other services for your itinerary may have cancellation policies that are more restrictive than those listed above. In those instances, the more restrictive cancellation policies will apply. We will inform you of those more restrictive cancellation policies.

If we are booking your air and/or land arrangements, we will ensure that you are promptly notified of any significant changes once we become aware of such changes, providing there is sufficient time before your departure to provide such notification. However, we accept no liability for any changes or costs incurred that may result. Subject to the vendor's/supplier's terms and conditions, you will then have the choice of accepting the change of arrangements, accepting an offer of alternative travel arrangements if one is made available by the supplier, or cancelling your booked arrangements and receiving any applicable refunds. We do not guarantee that any refunds will apply.

If you booked a flight and we are alerted to a schedule change by your airline before you leave the United States, we will contact you by email to advise you of this. Please ensure that you have given your contact email address to us and that you regularly check for messages before you leave. We have no control over airline schedule changes and accept no liability for costs which may arise as a result of such changes.

After you have left the United States, it is your responsibility to check with the airline that any flights you have confirmed are operating as booked. We recommend that you contact your airline at least 72 hours before the scheduled departure of each flight to confirm. Please note that for some airlines, it is mandatory to confirm with them your intention to fly.

### 4.2 Itinerary Changes

Changes to a reservation at any time, confirmed by An Epicurean Voyage, including air and hotel/lodging arrangements, may result in an assessment of administrative fees and service charges by the third-party supplier(s) and is beyond the control of An Epicurean Voyage. Guests are responsible for any additional costs incurred as a result of these changes. Some changes, including name changes, particularly for air travel, may be considered cancellations and applicable fees will be assessed.

### 5.0 Independent Travel Arrangements

An Epicurean Voyage is not responsible for air or land travel or accommodation arrangements made using non-refundable, restricted travel or frequent flyer air tickets or frequent traveler hotel accommodations. This exclusion of liability includes the consequences of delays in the arrival at any airport, hotel, or port location that may occur when guests use independently arranged air or land travel.

### 6.0 Final Travel Documentation

Travel documents including any air tickets are issued only after passport details have been received and final payment has been made to An Epicurean Voyage. In most cases the final documentation is sent no later than 30 days prior to scheduled departure. It is your responsibility to ensure that all of the details on your travel documents are correct, to verify that the full name(s) on any land, air, or cruise arrangements and reservations are the exact same as listed on your passport, and to bring to our attention any errors or discrepancies immediately. Guest(s) voluntarily assumes full and sole responsibility for any and all risks and/or costs involved with failure to report such errors and/or omissions. An Epicurean Voyage is not responsible for cancellation or pre-bookable fees imposed by any supplier due to incorrect names provided by the guest.

Our general practice is to send documents to our customers electronically whenever possible. We reserve the right to charge an administration fee to cover mailing costs should you make a request for such documents to be sent as a hard copy.

Prior to booking international travel, we recommend that you review any U.S. Government's prohibitions, warnings, travel restrictions and advisories applicable to your destinations. By offering travel to any particular destination, we do not represent that travel in such destination is safe or without risk.

### 6.2 Passport, Visa and Immigration

For international travel, the passenger's name on your airline ticket **must match exactly** your name on your passport or visa. It is your responsibility to fulfill the passport, visa and other immigration requirements applicable to your itinerary, including but not limited to having sufficient pages or months prior to expiration remaining on your passport. You should confirm these with the relevant embassies and/or consulates. We do not accept any responsibility if you are unable to travel due to not complying with any such requirements, or if you are refused entry in any country for any reason whatsoever. U.S. citizens should refer to the travel advice posted by the U.S. Department of State at [travel.state.gov](http://travel.state.gov) for all countries you intend to visit.

### **6.3 Health Advice and Vaccinations**

By making a payment toward An Epicurean Voyage services, you certify that you do not have any physical condition or disability that would create a hazard for you or other clients traveling with you, and that you understand that the health care standards of the visiting country may be different.

Vaccinations, boosters or other tests may be required for some or all of the places you are intending to visit, or for travel on certain airlines prior to departure.

An Epicurean Voyage is not responsible for any trip delays, cancellations, interruptions or otherwise due to Covid-19 or any other pandemic. We have no special knowledge of health hazards such as the risk of contracting Covid-19, either during your travel or at your destination. We have no responsibility for Covid-19-related requirements that travel suppliers and governments may impose from time to time, such as health affidavit forms, health screenings prior to departure or upon arrival, face coverings or quarantines. We have no special knowledge of suppliers' financial condition and no liability for supplier defaults or for recommending future travel credits with suppliers that may be out of business by the time you try to use the credits. We are not responsible for any non-refundable payments that supplier may impose due to Covid-19 or other pandemics. If requested, we can assist with obtaining any refunds due or rebooking trips using future credits, but we will charge a nonrefundable fee for such services.

It is your responsibility to ensure that you have arranged all necessary vaccinations for your itinerary. You can refer to the U.S. Center for Disease Control travel advisory website for the most up to date travel notices (<http://wwwnc.cdc.gov/travel/notices>).

### **7.0 Air Transportation**

Airfare may be purchased through An Epicurean Voyage for travel; however, all carriers are independent operators and are not owned, managed or operated by An Epicurean Voyage. Your airline ticket is a contract between you and the air carrier only, even if you purchase through An Epicurean Voyage. By purchasing your air services through An Epicurean Voyage you waive all liability for An Epicurean Voyage for such air services. An Epicurean Voyage shall have no responsibility for carriers failing to meet schedules whether or not air tickets were issued by An Epicurean Voyage or its designated vendor.

If you make your own flight arrangements, An Epicurean Voyage will not be responsible for any loss resulting from cancellation or changes in international gateways, itineraries, or travel dates. We recommend that you do not purchase airline tickets with high penalty charges for changes.

### **7.1 Airline Changes and Cancellations**

An Epicurean Voyage is not responsible if an airline cancels, reschedules, or delays a flight for any reason, including but not limited to inclement weather, strikes, pandemics and travel shutdowns, flight cancellations, changes/delays in the airline's schedule or a change/delay in schedule or routing made by a guest, travel agent or airlines. If you purchased air through An Epicurean Voyage, we will try to assist you in making new arrangements providing you have not already checked in with your airline for your first flight segment. After check-in, you must work with the airline directly to reach your destination or to make any alternate arrangements including amendments to return services. Please be aware airline fees often apply for modifications to air schedules not related to airline-imposed flight cancellations, reschedules or delays. These fees will be payable to the airline directly at time of request. If you miss your departure flight or connection, it is your responsibility to work with the airline on which you are ticketed to reach your destination. No refunds will be provided by An Epicurean Voyage for portions of trips missed due to canceled, rescheduled or delayed flights after airport check-in, nor is An Epicurean Voyage responsible for any additional expenses you may incur prior to joining your trip if you miss your departure or flight connection.

Any changes, including early ticket issuance and cancellations, requested by you to a confirmed flight reservation or issued ticket will incur an administrative fee. Any additional costs incurred by An Epicurean Voyage including penalties are made your expense. Any charges imposed by an air carrier to An Epicurean Voyage after an air reservation is confirmed due to provision of incorrect name(s), or increase in airline related fuel surcharges, will be added to the total cost of your Itinerary.

### **7.2 Luggage Handling**

Each airline has its own policy regarding carry-on and checked luggage, which can be found the airline's website. We recommend that you check with your airline ahead of time for any size or weight restrictions and additional charges relating to checked baggage. You will be responsible for paying to the airline any additional charges for checked or overweight baggage, including, but not limited to, golf bags and oversized luggage. If you exceed the weight limit set by your airline, and excess weight is permitted, you must pay a supplement directly to the airline at the airport.

### **8.0 Independent Contractors Services**

Most of the travel services described on our website and/or in your itinerary, including air, lodging/hotels, transfers and tours/excursions are provided by independent contractors. An Epicurean Voyage acts solely as ticketing agent for these activities and has no legal obligation or liability of any kind to you for acts

