

Culinary Tours Terms and Conditions and Release of Liability Agreement A Taste of India Today: Mumbai and Hyderabad October 19 – 27, 2018

Tour Pricing

The all-inclusive tour price is USD \$9,250.00 per person. Single supplement is USD \$2,450.00.

There is a nonrefundable deposit of USD \$750.00 per person required to reserve your place on the tour.

Tour costs are quoted at the current rate of exchange and tariff as of the date of this document. In the event of a marked increase in foreign exchange or tariff rates, costs are subject to appropriate revision.

Price Includes:

- Accommodation 8 nights/8 days at Taj Palace Hotels (Taj Mahal Palace in Mumbai and Taj Falaknuma Palace in Hyderabad).
- All meals, including breakfast, lunch, dinner, snacks; beverages as provided; food and beverages as provided at cooking demonstrations; and a grand finale banquet in Hyderabad.
- As per the itinerary: India domestic travel (ground and air transportation), sightseeing, all activities based on group travel arrangements.
- Indian government taxes as applicable, including hotels at 28%; airline, other travel and meals at varying rates between 5% and 18%.
- Custom gifts from hosts

Price Excludes:

- Any baggage fees to be paid as per airline rules.
- Any unanticipated increase in government taxes or fees at the time of the tour.
- Any expense incurred or loss caused by reasons beyond our control (which is known as a force majeure event) such as bad weather or natural calamities; civil unrest, insurrection or revolt, strikes or other labor activities; acts of government, acts of war, criminal or terrorist activities of any kind or the threat thereof; medical evacuations, sickness, including bites from or attacks by animals, insects or pests, epidemics or the threat thereof; mechanical or other failure of any means of transportation; or the rescheduling, cancellations, overbooking or downgrading of accommodations.
- International airfare / visa / travel insurance / medical insurance / immunizations.
- Expenses of a personal nature, such as medical expenses of any kind, room mini-bar, room service, laundry, telephone bills, gratuities, camera fees or extra fees other than admission at monuments, shopping, alcohol not otherwise included in the meals, bottled water.
- Any optional activities not mentioned in the itinerary.

Booking of Tour and Payments

A non-refundable deposit of USD \$750.00 per person along with a signed form for registering to participate on the K+K Taste of India Today Culinary Tour is required. This advance deposit will be applied against the total on the final tour invoice and is to cover our administrative costs to set up the tour as well so is not refundable for any reason.

Full tour payment is due 60 days prior to departure and must be received before your tour documents can be sent to you.

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Without full payment and a signed form, tour arrangement will be cancelled, and you will be responsible for any third party cancellation costs attributable for your cancellation of the tour, such as for accommodations or air travel.

Payment can be made by check, wire transfer or through PayPal. Payments through PayPal will be assessed an additional 2.9% + 0.30 fee. (To discuss your payment options, please contact Karen or Judi.)

Please note: You have been provided with an all-inclusive tour cost, which includes the cost of the product as well as planning, handling and operational costs. Due to the complexity of the destination, hotel, transport and other costs are not based just on tariffs locally available but also include the multi-layer organizational and communication costs. Tour costs are quoted on the current rate of exchange and tariff as of the date on this document. In the event of a marked increase in foreign exchange or tariff rates, costs are subject to revision. Additionally, K+K has worked directly with suppliers in India and asks that you not contact any suppliers directly to make any travel requests without K+K's prior approval.

Cancellations and Refunds

- **31-50 days prior to departure date (no later than September 14, 2018) - 50% refund of tour cost (not including non-refundable deposit)**
- **30 days or less prior to departure date (September 17, 2018) - no refund of tour cost**
- **No shows - no refund**
- **Unused tour services - no refund**
- Air cancellation fees will be in accordance with airlines' published rules and regulations.
- Hotel, air and ground cancellation policies vary considerably and will be applicable on an individual basis, which may supersede the above general cancellation policy.
- K+K reserves the right to cancel the tour because of inadequate enrollment upon which our liability is limited to a full refund of your payments to us and we will not be liable for any other costs, damages or refunds of any kind for any loss, delay, inconvenience or expense.
- K+K reserves the right in its sole discretion to cancel the tour because of any force majeure event which is out of our control if we have concerns with respect to the safety, health or welfare of our travelers or to modify the tour itinerary. If K+K cancels the tour before its commencement due to a force majeure event our liability is limited to a full refund of your payments to us and we will not be liable for any other costs, damages or refunds of any kind for any loss, delay, inconvenience or expense. If K+K cancels the tour for a force majeure after its commencement or if we change the itinerary to accommodate any such concerns our liability is limited either to a pro-rata refund which will be determined in our sole discretion based on any cancellation fees or other expenses we may have to incur or changes which are made to the itinerary. Under such circumstances we will not be liable for any other costs, damages or refunds of any kind or for any loss, delay, inconvenience or expense and there may be additional costs to you. We will, of course, do all we can to mitigate any additional costs and fees but remember such events are out of K+K's control.

Insurance

- We strongly recommend the purchase of trip cancellation insurance, which is available for coverage of expenses in conjunction with cancellation or due to illness or accident.
- Baggage insurance is also recommended.
- In the event that you must cancel your participation in the tour for any reason, trip cancellation insurance may be the only source of reimbursement.
- K+K cannot be held liable for your decision regarding travel insurance, or for the terms and conditions provided by the travel insurance company.

Liability

Kilachand + Karp, LLC, and its employees, affiliates, officers, managers, successors and assigns (collectively "K+K"), do not own or operate any entity which is to or does provide goods or services for your trip including, for example, lodging facilities, airline, vessel, or other transportation companies, guides or guide services, local ground operators, providers or organizers of optional excursions, food ingredients, food products, food service or entertainment providers. All such persons and entities are independent contractors. Accordingly, K+K is not liable for any negligent or willful act or failure to act of any such person or entity or of any other third party.

In addition and without limitation, K+K is not responsible for any injury, loss, death, inconvenience, delay, or damage to person or property in connection with the provision of any goods or services whether resulting from, but not limited to, such as bad weather or, natural calamities, landslides, floods, flight delays, rescheduling, cancellations, any accidents, medical evacuations, terrorist events, civil unrest, insurrection or revolt, riots, strikes or other labor activities, acts of government, acts of war, criminal or terrorist activities of any kind or the threat thereof; sickness, including bites from or attacks by animals, insects or pests, or abdominal distress, medical expenses, medical evacuations, the lack of availability of or access to medical attention or the quality thereof, epidemics or the threat thereof; mechanical or other failure of any means of transportation, or for any failure of any transportation mechanism to arrive or depart timely or safely, or the rescheduling, cancellations, overbooking or downgrading of accommodations.

If due to weather, flight schedules or other uncontrollable factors, you are required to spend an additional night(s), you will be responsible for your own hotel, transfers and meal costs. Baggage is entirely at owner's risk. The right is reserved to decline to accept as a tour participant, or remove from a tour, without refund, any person K+K judges to be incapable of meeting the rigors and requirements of participating in the activities, or who is abusive to other tour participants, leaders or third parties, or who K+K determines is detracting from the enjoyment of the tour by others. Specific room assignments are within the sole discretion of the hotel.

K+K reserves the right to change the itinerary or tour features at any time and for any reason, with or without notice, and K+K shall not be liable for any loss of any kind as a result of any such changes. Hours of arrival and departure, culinary events, sightseeing events, special programs and guest demonstrations, are subject to change or cancellation without prior notice.

Airfare

Airfare is subject to change and availability and, depending on the fare basis, likely is nonrefundable. Your airline ticket constitutes a contract between you and the airline, even if purchased through K+K.

Luggage

Luggage allowance policies are set by the airlines and may change without notice.

Physical Accessibility

All programs require physical independence and mobility. Any physical or mental condition that may require special medical attention or physical assistance (for example, the need for a wheelchair) must be reported in writing when you make your reservation. Travelers must be able to embark or disembark motor coaches alone or with minimal assistance from your traveling companion and climb stairs and step over raised thresholds without assistance. Travelers requiring assistance must travel with a companion who will be responsible for their physical mobility.

Trip Insurance

We strongly recommend that you purchase trip cancellation insurance. In the event that you must cancel your participation in a travel program, trip cancellation insurance may be the only source of reimbursement and comprehensive coverage of such expenses in conjunction with cancellation due to force majeure events, illness or accident, and damaged or lost luggage.

Mediation/Binding Arbitration

In the event of any dispute arising out of these Terms or our services or any other aspects of a tour, you agree to submit the dispute to non-binding mediation governed and conducted by JAMS before a single JAMS mediator pursuant to the JAMS Mediation Rules set out at <https://www.jamsadr.com/mediation>. In the event mediation does not succeed in us reaching a mutually agreeable arrangement in 60 days from the date that the parties first began communicating about the dispute, we agree that the dispute will be resolved by binding arbitration governed and conducted by JAMS before a single arbitrator from JAMS, or another established alternative dispute resolution provider, chosen by us. Any dispute will be governed by the laws of the State of New York law and both the mediation and the arbitration will take place in JAMS' offices in New York City, New York. The JAMS rules, including the selection of an arbitrator, filing, administration, discovery and arbitrator fees will be conducted under the JAMS Comprehensive Arbitration Rules & Procedures, unless we agree to other procedures in writing. The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. PLEASE UNDERSTAND THAT BY AGREEING TO THESE TERMS AND CONDITIONS, THE PARTICIPANT AND YOU AND K+K ARE WAIVING THE RIGHT TO A CLASS ACTION AND/OR A TRIAL BY JURY.

Release

I, for myself and my heirs, executors, assigns and representatives, hereby release and discharge K+K, and their agents and representatives and suppliers, and anyone acting on their behalf, from any and all claims, injuries, and liabilities arising out of or related to the tour not caused directly by K+K's gross negligence or willful misconduct. I acknowledge that no promises, representations, or affirmations of fact were made to me by K+K concerning the safety and security precautions, relative safety or danger associated with traveling on this tour or participating in any activity. I understand that any travel may have inherent dangers and may involve situations that could cause discomfort, and that any such activity carries with it inherent risks to person or property which are beyond K+K's control. I acknowledge that K+K is not providing any insurance for my participation in the tour and assume all risks and full responsibility for any risk of bodily injury or property arising out of my participation in the tour or travel related events or activities.

Acceptance of Agreement

By signing where appropriate on the signature lines below, you certify that you do not have any mental, physical or other condition of disability that would create a hazard for you or other participants and that you expressly accept the terms contained in these Terms and Conditions and Release of Liability Agreement.

I (We) have read and understood the foregoing provisions of these Terms and Conditions and Release of Liability and accept the terms of this waiver and release of liability as a condition of this tour arranged through Kilachand + Karp, LLC, and its agents, representatives and suppliers.

PRINT NAME

DATE (MM/DD/YY)

SIGNATURE

PRINT NAME

DATE (MM/DD/YY)

SIGNATURE

I(We) have purchased Travel Insurance

PRINT NAME

DATE (MM/DD/YY)

SIGNATURE

I(We) have decided **not** to purchase Travel Insurance

PRINT NAME

DATE (MM/DD/YY)

SIGNATURE

** Tour arrangements will not be completed until we have received these Terms and Conditions and Release of Liability executed by you.