

# Terms & Conditions

All Terms and Conditions apply without exclusion, once you have purchased the ticket(s) for yourself and/or your companions (herein referred to as you), for any tour or service provided by Gourmet Food and Wine Tours L.L.C. and our tour guides (herein referred to as Gourmet Food & Wine Tours L.L.C., we, us, and our.) The Tour referred to herein is (1) for physical tours, the duration between when our tour guide commences and concludes the Tour with you and/or your companions, for which you have booked a ticket(s) (2) for custom tours(3) for concierge services.

## Tour minimums and maximums

For all public tours, we have a minimum of 4 guests to operate starting autumn of 2024.

We will alert the guest at least 3 days ahead of time that they will have the option to :

1. Move to another available tour
2. Keep your tour but make it private for an additional amount equivalent to two other people booking
3. Be fully refunded

## Coordination Fees for larger groups

*Due to the popularity of most of our restaurants and venues, coordination becomes more challenging as we get bigger groups. The following fees are correlating to the guest counts, but are only a one time fee per the size of the group. If people are added last minute, it may jump up to the next level and therefore it could be you are charged the remainder of what that group count is charged in the final balance.*

12-20 \$300

20-30 \$500

30-40 \$700

40-50 \$900

50-75 \$1200

100 \$2500

*\*Saturday Tours for Groups must pay an extra \$75 per person (April - November) if the amount of the group is more than 8. For evening group tours, we charge \$50 extra per guest regardless of the amount of guests or time of year, as that charge is due to menu increases for dinner.*

## Food and Beverage Consumption

- All Food and Beverages consumed during the Tour or from the our branded bag are from third party establishments (i.e. restaurants, tasting rooms, cafes, markets and other related food establishments). We play no role in procuring ingredients or preparing the food/beverages served. Hence, we are unable to take any responsibility for any sickness, illness or injury caused to you or your companions as a result of visiting these establishments or consuming their food and beverages within.
- You understand, accept, and take full responsibility for the potential risks and hazards of consuming foods and beverages during the Tour.

### **Dietary Restrictions, Allergies and Medical Conditions**

- You are required to let us know of any (a) dietary restrictions, (b) allergies and (c) other medical conditions related to either walking or eating/drinking, at the time of booking a ticket for the Tour.
- While there is no guarantee of our being able to accommodate any dietary restrictions, we will do our level best to do so.
- In the case of dietary restrictions or allergies, it is imperative that you remind us of the allergy before consuming any food/beverage during the Tour, so that we can verify with the restaurant / food establishment regarding the ingredients.
- While we will do our level best to see that allergies that have been communicated to us are well taken care of, we cannot take any responsibility for any incidents resulting due to allergies caused to you as a result of food or beverage consumption from third party establishments during the Tour.
- In the case of any extreme allergies or medical conditions, we reserve the right to request you to not attend the Tour, and will refund the full price of the ticket booking.

## **Tour Participation**

- You understand and confirm that your participation in the Tours is completely voluntary.
- You have read and complied with the age restrictions on the Tour.
- You take responsibility for ensuring that you are mentally and physically capable of participating in the Tour.
- You agree to comply with the instructions in English of the tour guide.
- If in the opinion of the tour guide, your behavior or physical condition is detrimental to the safety, welfare and well-being of the group as a whole, or if we consider that your general well-being will be put at risk by continuing with the Tour, you may be asked not to participate in the Tour without the right to any refund of the price.
- You fully comprehend and accept all of the risks associated with your participation in the Tours including, without limitation, injury or death resulting from exposure to unfavorable weather conditions, food sickness, allergic reactions, choking, and injuries arising from self-inflicted accidents or mishaps, other participants, motor vehicles, and pedestrians. You understand that the tours take place in public venues under conditions largely beyond our control.

### **Late Arrival Policy**

- **Public Tours:** Guests running late past the tour start time assume full responsibility for finding the group and joining the tour. The guide is not responsible for answering phone calls after the tour start time, for coordinating with any latecomers, nor for providing missed information/food for guests who join after the tour has already started.
- **Private Tours:** For private groups running 10 to 20 minutes late past the stated tour start time, the guide may shorten the route at his/her own discretion. The tour is automatically cancelled without any refund/rescheduling options if the group fails to show up after 20 minutes have passed since the tour start time. In the case of a few

latecomers in the group, the guide is not responsible for answering phone calls after the tour has commenced, nor for providing missed information/food for guests who join after the tour has already started. This policy applies regardless of whether the group has informed the guide of their running late or not.

### **Changes to Tour Itinerary**

Please note that our tour routes and featured stops, including restaurants and other establishments, are subject to change. These changes can occur due to unforeseen circumstances such as lack of availability, closures or operational adjustments at any of our planned locations. In the event of such changes, our team will adapt the tour to offer a comparable experience. However, we do not offer refunds due to these alterations, as they are beyond our control. We appreciate your understanding and flexibility, and are committed to ensuring you have a delightful and memorable experience with us.

### **Tour Participant Conduct**

- At all times during the Tour, you are expected to have consideration for your fellow tour participants and other third parties.
- For the benefit of everyone, we reserve the right to remove any participant whose conduct is deemed to pose a risk or nuisance to others. We will not refund or cover any cost or expenses incurred due to unacceptable behavior.

### **Medical Treatment**

- You authorize Gourmet Food and Wine Tours L.L.C. to provide to you, through medical personnel of its choice, customary medical assistance, transportation, and emergency medical services. This consent does not impose a duty upon Company to provide such assistance, transportation, or services.

### **Ticket Booking and Payment**

- Prices quoted are in USD.
- To participate in our Tours, you must have an email confirmation from our team.

### **Tour Price**

- The tour price does include the all Food and Beverages that the tour guide recommends and orders for the group at each food establishment throughout the tour, unless stated otherwise (on the tour page) at the time of booking the tour.
- **The tour price does not include any transport to the tour starting point or from the tour ending point, as stated on the website page for the Tour.**
- The tour price may or may not include any transport that the tour guide may use for the group during the tour (e.g. a shuttle bus might be used if tour stops are too far away from each other to walk the distance.)
- The tour price does not include any items (e.g. Food and Beverages, souvenirs, etc.) that the tour participant may choose to purchase beyond what is already provided by the tour guide. In such cases, the tour guide will either collect the extra payment from the tour participant or the participant may pay the third party vendor directly on the tour.

### **Minimum Tour Attendance**

- Our public tours are subject to minimum bookings as stated on the tour page on our website. In the unfortunate event that we do not have the minimum tour group size, we may reach out for a cancellation at least a day prior to the tour and refund any payments made towards booking the tickets.
- Our private tours are determined on a case-by-case basis and will be communicated to the guest at the time of booking a private tour.

## COVID-19 Waiver of Liability

You acknowledge the contagious nature of the Coronavirus/COVID-19. You further acknowledge that Gourmet Food and Wine Tours has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19. You further acknowledge that Gourmet Food and Wine Tours cannot guarantee that you will not become infected with the Coronavirus/Covid-19.

You understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of yourself and others, including, but not limited to, tour and restaurant staff, and other tour clients and their families. You voluntarily seek services provided by Gourmet Food and Wine Tours and acknowledge that you are increasing your risk to exposure to the Coronavirus/COVID-19. You acknowledge that you must comply with all set procedures to reduce the spread while attending your tour.

You attest that:

- You are not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
- You do not believe you have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.
- You have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non contagious by local public health authorities
- You are following all government recommended guidelines as much as possible and limiting your exposure to the Coronavirus/COVID-19.

You hereby release and agree to hold Gourmet Food and Wine Tours harmless from, and waive on behalf of yourself, your heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to yourself and/or property that may be caused by any act, or failure to act of the Company, or that may otherwise arise in any way in connection with any services received from Gourmet Food and Wine Tours. You understand that this release discharges Gourmet Food and Wine Tours L.L.C. from any liability or claim that you, your heirs, or any personal representatives may have against the Company with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from Gourmet Food and Wine Tours L.L.C. This liability waiver and release extends to the company together with all owners, partners, and employees.

## Cancellations/Rescheduling on Behalf of Tour Participant

### **Refunds:**

Tickets are not refundable but can be rescheduled to another tour at any convenient date of your choice within 12 months of the original game date chosen if approved by owner. This would need to be arranged three weeks prior to

date of Tour.

**Please note that all gift certificates are non-refundable for any reason.**

## **GIFT CARDS/GIFTED TICKETS**

We do not guarantee available dates/tours in the case of gift certificate purchase. Please note that our tour availability during the peak months (August-October) is extremely limited. However, if we are closed for a period extending 3 weeks for any reason, we will extend your gift certificate validity by the same time that we were closed during your gift certificate validity period. In order to avail yourself of this extension, please email us at least 1 week before your gift certificate expires. We will be unable to extend a certificate once the expiry date has been crossed.

## **Group Safety**

### **GROUP SAFETY**

We may request any guest exhibiting symptoms of being sick (including cough, cold, etc.) to refrain from joining the tour. Change policies as per ticket type and tour selected will apply in this case.

### **RAIN/INCLEMENT WEATHER ADVISORY OR OTHER EMERGENCIES**

Our tours run rain or shine but in the rare event weather might adversely affect the tour, we will do our best to send out emails and update our online tour updates page with an advisory update. However, even if you do not receive this email on the day of your tour, please call, text or WhatsApp us at +1.415.250.2273 before you leave for the tour to confirm that we are still going ahead with the experience. In the case of a cancellation due to rare weather or a force majeure, we will offer a reschedule to any date of your choice.

When we operate in rainy weather, guests would be required to carry their own umbrellas/raincoats. We will provide rescheduling options to all guests only in the case of a cancelled tour.

### **Cancellations on Behalf of Gourmet Food and Wine Tours L.L.C.**

- We reserve the right to cancel a Tour at any time, in the case of unforeseen circumstances, even though this situation is highly unlikely to arise.
- In a situation where we have cancelled the Tours at our end, we will fully refund all ticket bookings for that day OR reschedule the Tour to another date of your preference. You will have complete discretion in determining whether to obtain a refund or reschedule your Tour. [*See two person tour policy at the top*].

### **Tour Itinerary**

- The Tour may be customized by the tour guide(s) through the duration of the tour based on a number of factors, including participants' interest, seats available at a restaurant, participants' pace of walking, allergies/dietary restrictions of participant(s) on the Tour, and other such factors.
- We do not assume any responsibility for any sight, attraction, shop, food establishment or any such stop on the Tour route that may unexpectedly (a) be shut down or (b) have run out of a certain food or beverage item.

### **Transportation: Walking & Mobile Transport**

- You agree that you are able and willing to walk throughout the distance and duration listed on the website for that specific tour.

- You are responsible for your own safety while walking during the Tour. We will do everything in our capacity to follow a safe Tour route, but we do not claim responsibility for any illness, injuries, accidents, loss, damage or theft caused to you by a third party (either person or organization) during the Tour.
- On selected Tours, we may contract with an external vendor (organization or person) to provide transportation services during the Tour. We are unable to assume any liability for accidents, delays, injuries, loss or damage due to any act or default of such external vendors, engaged in transporting passengers.

### Personal Belongings

- You are wholly responsible for your own personal belongings throughout the Tour. We are unable to claim responsibility for any belonging that may have been lost or stolen from you by a third party during the Tour.

## Bookings via Third-Party Websites

### 1. Third-Party Booking Confirmation

If you book a tour through a third-party website, please be aware that the third-party platform is responsible for processing your payment and providing you with a booking confirmation. **Gourmet Food and Wine Tours L.L.C.** is not responsible for any errors or issues that may arise from the third-party booking platform (e.g., incorrect tour details, payment processing issues, etc.). Once your booking is confirmed through the third-party, we recommend contacting us directly to ensure your booking is properly registered in our system.

### 2. Differences in Terms and Conditions

Please note that when booking through a third-party platform, their terms and conditions may differ from ours. By making a booking, you agree to the third-party's terms, as well as the Terms and Conditions of **Gourmet Food and Wine Tours L.L.C.**. In the event of a conflict between the two, **Gourmet Food and Wine Tours L.L.C.**'s Terms and Conditions will govern your participation in the tour, unless otherwise specifically agreed in writing by us.

### 3. Modifications and Cancellations

If you need to modify or cancel your booking, please refer to the third-party website for their cancellation and modification policies. **Gourmet Food and Wine Tours L.L.C.** is not responsible for any changes made through third-party platforms. For direct modifications or cancellations made through us, please refer to our standard policies as outlined in these Terms and Conditions.

### 4. Third-Party Service Fees

Be aware that third-party booking platforms may charge additional service fees or processing fees. These fees are not under the control of **Gourmet Food and Wine Tours L.L.C.** and are not reflected in the pricing provided by us. Any issues or disputes regarding third-party service fees should be addressed directly with the booking platform.

### 5. Accuracy of Information

We strive to ensure that the tour details, availability, and pricing provided through third-party websites are accurate. However, we cannot guarantee the accuracy of information provided on third-party platforms, including tour dates, times, availability, and pricing. **Gourmet Food and Wine Tours L.L.C.** reserves the right to modify tour details or availability at any time and will notify third-party platforms to update their listings accordingly. If any discrepancies arise, we will reach out directly to guests to confirm details and resolve any issues.

### 6. Communication

All communication related to tour details, special requests, or post-tour concerns should be directed to **Gourmet Food and Wine Tours L.L.C.**. While we will strive to accommodate all reasonable requests made through third-party platforms, direct communication with us will ensure the most accurate and timely assistance.

# Waiver and Release of Liability

By purchasing tickets for and/or participating in any tour or event organized by **Gourmet Food and Wine Tours L.L.C.** (GFWT), you acknowledge and agree to the following terms:

## 1. **Acknowledgment of Risks**

You understand and accept that participation in food and wine tours involves inherent risks, including, but not limited to, exposure to unfavorable weather conditions, food-related illnesses, allergic reactions, physical injuries, and accidents (whether caused by yourself, other participants, or external factors such as vehicles or pedestrians). You acknowledge that these risks are part of the experience and voluntarily assume full responsibility for them.

## 2. **Health and Physical Condition**

By participating in our tours, you represent and warrant that you are in good health and have no physical or mental conditions that would prevent you from participating safely in the tour activities. You are responsible for ensuring that you are physically capable of taking part in the tour, including walking and any other activities that may be part of the experience.

## 3. **Release and Waiver of Claims**

In consideration for being allowed to participate in the tour, you, on behalf of yourself and any persons or entities you represent, hereby release, waive, and discharge **Gourmet Food and Wine Tours L.L.C.**, its affiliates, owners, employees, contractors, agents, and assigns (collectively referred to as the "Released Parties") from any and all claims, liabilities, actions, or damages arising from or related to your participation in the tour, including, without limitation, any claims for personal injury, death, illness, or property damage, even if caused by the negligence of the Released Parties.

## 4. **Indemnification**

You agree to indemnify, defend, and hold harmless the Released Parties from and against any and all liabilities, claims, damages, costs, or expenses (including attorney's fees) arising out of or in connection with your participation in the tour, including but not limited to any claims made by other participants or third parties due to your actions, negligence, or failure to follow the instructions of the tour guide.

## 5. **Photography and Media Release**

You grant **Gourmet Food and Wine Tours L.L.C.** and its agents the irrevocable right to take photographs, video recordings, and/or other media of you during the tour. You further grant the right to use your image, voice, and likeness in promotional materials, websites, and social media, with no compensation or further consent required.

## 6. **Voluntary Participation**

Your participation in the tour is entirely voluntary. You confirm that you have read, understood, and agree to abide by all the terms outlined in these Terms and Conditions, including this **Waiver and Release of Liability**. You also confirm that you are not under any duress or coercion to participate, and you understand that you may opt out at any time before the tour begins.

## 7. **Entire Agreement**

This **Waiver and Release of Liability** is a binding agreement between you and **Gourmet Food and Wine Tours L.L.C.** and supersedes all prior or contemporaneous agreements, understandings, and representations, whether oral or written, with respect to the subject matter herein. Any modifications to this waiver must be in writing and signed by both parties.

## **Release of Liability:**

**To the maximum extent permitted by law, Gourmet Food and Wine Tours L.L.C. accepts no responsibility for any damage, loss, accident, sickness, injury or death that you or anyone else may suffer or incur arising out of**

the Tours and/or in connection with your booking and tour with us. This includes but is not limited to exposure, infection, and/or spread of COVID-19 related to participating in the Company's tours or utilizing any other services from the Company. You are advised to have comprehensive travel and health insurance. All personal effects are at your sole risk at all times during the Tour. By purchasing the ticket(s), you and/or your companions affirm that you have all fully understood and agree to these Terms and Conditions.

## Gourmet Food and Wine Tours L.L.C.

[Gourmetfoodandwinetours.com](http://Gourmetfoodandwinetours.com)

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