

WineTravel in France **WINE TOURS**

TERMS & CONDITIONS

Parties: WineTravelinFrance (“**Operator**”) provides certain trips in the country of France (each a “**Tour**”). These Terms and Conditions apply to each Tour provided by Operator. The program for a given Trip is the “**Itinerary**.” In these Terms and Conditions, each attendee of the Trip is referred to as a “**Guest**.”

Tour Services and Provisions: Operator is responsible solely for coordinating the provision of the services and goods specifically described in the Itinerary (the “**Services and Goods**”).

Reservations, Deposits and Trip Fees: A non-refundable deposit of Euros 1000.00 per Guest per Tour (except when a different amount is otherwise noted in writing by Operator) and a completed Guest Reservation Form (“**Booking Form**”), is required to reserve space for a Guest on each Tour. The balance of the Tour payment price (together with the deposit previously paid, the “**Tour Fees**”) is due ninety (90) days before the Trip start date as listed on the Itinerary. If Operator does not receive full payment of the Trip Fees at least ninety (90) days prior to the Trip Start Date, as defined below, Operator may cancel Guest’s reservation and withhold the non-refundable deposit. Guests will be invoiced for payment of the final balance. Operator reserves the right to assess a Euros 300 per person late fee for payment of Tour Fees received less than ninety (90) days before the Tour start date if the reservation was made more than ninety (90) days before the Tour start date. All tour Fees are in Euros and are based on double occupancy. Operator can only guarantee the amount of the total Tour Fees upon Operator’s receipt of Guest’s completed Reservation Form and payment of the non-refundable deposit. Otherwise, advertised Tour Fees are subject to change without notice. If Guest makes his or her reservation within ninety (90) days of the Tour Start Date, the Reservation Form must be accompanied by the full amount of the Tour Fees.

Services and Goods Included in Trip Fees: All Services and Goods set forth in the Itinerary are included in the Tour Fees. Except as expressly stated in the Itinerary, Guest is solely responsible for any Tour-related costs that Guest incurs.

Not included in Tour Fees: Goods and services not included in the Tour Fees include but are not limited to: round-trip airfare/train fare to and from France and Tour start and conclusion city or group meeting location, telephone calls, personal items, laundry, individual purchases, pre-dinner beverages or cocktails consumed separately from the group or during leisure time, wines or other beverages not included by Operator during the Tour, extra meals or snacks, room service, cocktails, or personally ordered wines, even if consumed in place of those provided by Operator during the Tour, gratuities to Trip Guide(s)/Leader(s) and professional driver(s) of the Tour, any other costs not specified in the finalized Itinerary or elsewhere in writing. Guest is responsible for all of the above and the cost of any changes Guest makes to the Tour and Services and Goods provided for the Tour. Guest is responsible for his/her transportation costs incurred to and from the Tour hotels set forth in the Itinerary in the event that Guest is unable to participate in any group pick-up and/or group drop-off included in the Tour.

Guest Cancellation & Refund Policy: If Guest chooses to cancel his or her reservation, Operator must receive written notice of said cancellation via e-mail sent to infot@winetravelinfrance.com (with confirmation of receipt thereof from Operator) and Guest shall be subject to the following cancellation fee schedule: If Operator receives written notice ninety one (91) or more days prior to the first day of the Tour (the “**Trip Start Date**”), Operator shall withhold the non-refundable deposit of Euros1000. If Operator receives written notice between sixty one (61) and ninety (90) days prior to the Trip Start Date, Operator shall withhold the non-refundable deposit of Euros 1000 and Guest shall incur a cancellation fee equal to twenty five percent (25%) of the remaining balance of the Tour Fees. If Operator receives written notice between thirty one (31) and sixty (60) days prior to the Trip Start Date, Operator shall withhold the non-refundable deposit of Euros 1000 and Guest shall incur a cancellation fee equal to fifty percent (50%) of the remaining balance of the Tour Fees. If Operator receives written notice less than thirty (30) days prior to the Trip Start Date or receives no notice and Guest does not attend the Tour, Guest shall incur a cancellation fee equal to one hundred percent (100%) of the Tour Fees.

Operator Cancellation or Substitution: Operator may cancel any Tour at any time before departure for any reason, including without limitation if Operator deems the number of passengers signed up for a given Tour to be insufficient to operate such Tour. Operator will make commercially reasonable efforts to keep the Itinerary as it has been published; however, the final Itinerary may vary due to wine producer schedules, availability and factors beyond Operator's control. Operator may in its sole discretion substitute a Service or Good of similar or greater quality for any Service or Good stated in the Itinerary. Operator shall attempt to notify Guest of the cancellation of a Tour for which Guest has paid a deposit as soon as possible after Operator's final decision to cancel such Tour. If a trip is cancelled, Operator's liability is limited to a full refund of affected Guest's deposits, and Operator will not be liable for any other costs, damages, or refunds of any kind for any loss, delay, inconvenience, disappointment, or expense whatsoever in such circumstances. If for reasons beyond Operator's control, a Tour in progress must be interrupted or cancelled, Operator will in good faith consider refunding a portion of the Tour Fees depending on Operator's actual costs incurred compared to the Tour as originally contemplated.

Trip Cancellation Insurance: Operator strongly encourages Guests to purchase private trip cancellation and interruption insurance and additional health insurance to protect against financial loss from unforeseen accidents, illness, incidents, and/or loss of baggage.

Accommodations: Standard Guest accommodations during a Tour are double occupancy (one double bed for two persons) or twin occupancy (two twin-sized beds for two persons), and will include a fully equipped, en-suite bathroom. Operator shall charge an additional fee for any single room accommodations during a Tour (the "**Single Supplement**"). Rooms in French hotels may not all be identical, and room assignments are made at Operator's discretion.

Meals, Wine and Beverages: Meals included in the Trip have fixed menus and for most of them don't include a fixed number of wines. Guest must inform Operator in writing at least 30 days prior to the Tour Start Date if Guest has any dietary restrictions, food allergies or strong food dislikes. Operator will make a commercially reasonable effort to accommodate such special requests, but Operator cannot be held responsible if Operator is unable to accommodate them. If Guest chooses to order food or drinks other than the ones chosen by Operator and included in the Tour, Guest must pay for those items at the end of the meal.

Certification of Guest's Health; Responsibility to Inform Operator of Disabilities or Pregnancy: By accepting these Terms and Conditions and/or tendering any portion of the Tour Fee to Operator, Guest certifies that he or she does not have any condition or disability that would create a hazard for Guest or other guests participating in the Tour, and that Guest understands that health care standards, facilities, and services abroad may be different or even inadequate for treating certain health conditions. Guest will inform Operator via e-mail sent to info@winetravelinfrance.com (with confirmation of receipt thereof from Operator) at the time Guest tenders his or her first payment of the Tour Fee of any existing physical or mental illness, disability, or any other condition for which Guest may require medical attention or special accommodation during the Tour (and Operator makes no guarantee of being able to accommodate Guest for such condition during the Tour). If such condition arises after Guest has booked the Tour, Guest must inform Operator via e-mail sent to info@winetravelinfrance.com (with confirmation of receipt thereof from Operator) as soon as Guest becomes aware of such condition. Operator makes no representations or warranties and disclaims any made regarding special accommodations or handicap accessibility on the Tour.

Responsibility/Liabilities: Guest is solely responsible for complying with the requirements of all immigration, health, customs, and police authorities, and all other laws and regulations of each country and state from or to which Guest will travel. Guest agrees to indemnify Operator for any expenses or fines which Operator may incur as a result of Guest's noncompliance with the preceding sentence. Guest is also responsible for respecting the authority and following the directions of Operator and Trip Guide/Leader during a Tour. Except as expressly stated in these Terms and Conditions, Operator is not liable for (i) death, personal injury, illness, damage, delay, or any other loss to person or property of any kind arising from the Tour or the Services and Goods, or (ii) for any acts of God, war, terrorism, civil commotions, labor trouble, governmental interference, fire, theft, acts of third parties, or any other event beyond Operator's reasonable control. Operator's liability shall be strictly limited to that resulting from Operator's willful misconduct. Operator always strives, to the best of its ability, to provide the highest quality Services and Goods to Guests. However, Operator makes no representations or warranties, whether express, implied, or statutory, regarding the Services or Goods and disclaims any and all of the following: (i) implied warranties of availability of the Services and Goods, merchantability, and fitness for a particular purpose, and (ii) duties of reasonable care, workmanlike effort, or lack of negligence. Only Operator may finalize a reservation and make it a binding contract to provide Operator's Services and Goods to Guest. Operator may refuse or revoke passage, Services or Goods, and/or otherwise exclude Guest from participating in the Tour if, in

Operator's sole discretion, it deems any Guest in a condition, and/or deems any Guest's behavior, unfit for the Tour or unfit for continuation once the Tour has begun. Unfitness may include, without limitation, any behavior that, regardless of its cause, is inappropriate or offensive or interferes with the delivery of Trip Services and Goods, or may constitute a hazard, an offense or an embarrassment to any Guest, the Operator, and or any local host or other provider of Services or Goods, including illness or other physical or mental condition that interferes with the ability of other Guests to enjoy the Trip. In such cases, Operator shall have no liability to Guest. Should Guest decide not to participate in certain Services during a Trip or use certain Goods included in a Trip, no refunds will be made for those unused Services or Goods. Guest must be over the age of eighteen (18) to participate in a Tour. If Guest is accompanied by a below eighteen (18) participant, guest will inform Operator via e-mail sent to info@winetravelinfrance.com (with confirmation of receipt thereof from Operator) at the time Guest tenders his or her first payment of the Tour Fee and ask for authorization. By signing these Terms and Conditions and/or tendering any portion of the Trip Fee, Guest indemnifies and holds Operator harmless from and against any costs, damages, losses, or liabilities arising out of Guest's actions or omissions or, if applicable, those of Guest's companions.

General: Any dispute relating to the Tour, the Services, the Itinerary, and/or these Terms and Conditions, shall be governed by French law as such laws apply to contracts performed within France by its residents. Any dispute arising under, in connection with, or incident to the Tour, the Services and Goods, and/or these Terms and Conditions will be resolved exclusively in the state or federal courts located in France and Guest irrevocably consents to the exercise of jurisdiction by said courts over Guest. Guest must bring any claims against Operator within one year of the incident. Guest acknowledges this expressly limits the applicable statute of limitations to one year. By signing these Terms and Conditions and/or tendering any portion of the Tour Fee, Guest grants Operator (and third parties with whom Operator may engage in joint marketing) a worldwide, perpetual, royalty-free, fully paid up license to use his or her photographic, video, or digital likeness and written comments or feedback about the Tour solely for Operator's promotional and/or commercial purposes. Any Guest who does not wish to have his or her photograph, video footage or comments/feedback used by Operator must advise Operator in writing no later than the Trip Start Date via e-mail sent to info@winetravelinfrance.com (with confirmation of receipt thereof from Operator). Guest also grants Operator his or her permission to share his or her email address with other Guests taking the same Trip, so that Guests may communicate before and after the Trip. Any Guest who does not wish to have his or her email address shared by Operator with other Guests must advise Operator in writing at the time that Guest makes his or her reservation for the Tour, via email to info@winetravelinfrance.com (with confirmation of receipt thereof from Operator). At Operator's request, Guest shall promptly provide an original document as well. If there are any conflicts between these Terms and Conditions, the Reservation Form, and the Itinerary, these Terms and Conditions shall apply

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in France