



Terms & Conditions

Tours

Effective 08/17

We are the Food Trend Tours Ltd, a limited company incorporated in England trading as Food Trend Tours or Food Trend Tours by Andrew Fordyce (Reg. 108 202 95) whose registered office is at **2 The Links, Herne Bay, Kent CT6 7GQ, United Kingdom**. We are a specialist in organizing travels for food professionals. Our business operates out of the United Kingdom (UK) with an office support in Germany (DE), which is directed exclusively towards Professional Food custom in Food Service and Retail. Our services are as advertised.

Application of these terms and conditions

These terms and conditions, together with the terms set out in the booking form and any further terms and conditions notified to you by us prior to your entering into a contract with us, including any terms and conditions in our brochures or on our website which are relevant to your booking and any other terms which we both otherwise agree will be binding on Original Travel and you once a contract is made between us (Our Terms). A contract will exist between us once you have made your booking with us, paid your deposit (or such other fee as may be appropriate, for example where you are making a 'late booking') and we have issued you with our booking confirmation. You should read these terms and conditions carefully. You should note in particular the content of paragraph 4: 'Our Liability to You', which contains certain limitations and exclusions. If any part of Our Terms is found to be invalid or unenforceable, then the remainder of them will not be affected and will remain valid and enforceable.

English Law

The contract between us will be governed by English law and any dispute will be resolved exclusively by the English courts. Our terms do not affect your statutory rights.

Data Protection

We will not use any personal data relating to you which we hold at any time for any purpose other than in connection with your booking. We will not pass on such data to third parties save where this is necessary in connection with the performance by us of our contract with you or as otherwise authorised by you. We may use such data to notify you of our services, offers and promotions from time to time. If you do not wish us to notify you please tick the appropriate box on our booking form.

Brochure and Website Content

We take reasonable care to ensure the accuracy of the information contained in our brochures and on our website. However, content is subject to change, often due to the actions of our suppliers (eg. hotels, activity providers, car hire companies etc). We will endeavour to notify you of any change known to us and affecting your business trip prior to issuing you with our booking confirmation and after that, as soon as we are notified by our suppliers. We do not generally use linking or framing. We are not responsible for the content, policies and services of any sites linked to or accessible via our website.

Booking Conditions

All business trips are subject to availability. When you make a booking with us you are making an offer to us to buy some of our advertised services. We reserve the right to refuse to accept and/or not to proceed with any booking at any time in our sole discretion. Once the contract is made between us we will use reasonable skill and care to perform our obligations to you in accordance with our Terms & Conditions.

All bookings must be made by a person aged eighteen years or over. Where your booking is for more than one person, the first-named person in your party aged eighteen years or over will be treated by us as the 'lead name' for your booking. The lead name will be responsible for making all payments due to us in accordance with our contract.

Completion and submission by you of our booking form will be treated by us as confirmation that you have read, understood and accepted all our Terms & Conditions.

It is important that you accurately complete our booking form as all documents, notices and other information relating to your holiday will be sent to this address. It is your responsibility to ensure that the details which you supply to us are correct.

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contact
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andrewfordyce@foodtrendtours.de

company
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VAT 275074493



Payment

You will be notified at the time of booking of the price of your food trend tour. You will be required at the time of booking to pay us a non-refundable deposit, 50% of the quoted price, and the full price of a booking should be made at least 14 days prior to departure. In certain circumstances (depending on the nature of the booking) we will require a non-refundable deposit in excess of the usual 70%. On occasions, our suppliers require additional amounts up to full payment in advance (for example for Christmas bookings). On these occasions we will require additional payment in advance. Unless you are making a late booking, the balance owing must be paid to us no later than 14 days before your date of departure. If we do not receive the balance by this time then we will treat the booking as cancelled by you and you will be liable to pay our cancellation charges (see paragraph 2.2).

We accept bank transfers. An administration charge also applies to any changes carried out by us at your request (see paragraph 2.1).

1. Prices

The prices quoted in our brochures, on our website or in our publicity and promotions from time to time are correct at the time of publication. In the event of any change in our prices to those stated we will notify you prior to accepting your booking. All our prices are quoted in EUR €.

(a) Packages

We guarantee the price of your food trend tour stated in our booking confirmation.

(b) Other food trend tours include the following arrangements

- Accommodation, meals
- The services of a representative, tour guide or an appointed local agent, including a 24-hour emergency contact

Our Food Trend Tours price does not include:

- Visa fees, overseas participants outside of the EU
- Insurance

The price payable by you for your holiday and what this price includes will be confirmed to you by us at the time of booking and set out in our booking confirmation.

(c) Group bookings and discounts

Some bookings or prices are dependent on the number of participants or occupants and if this applies to the food trend tour, a minimal of seven participants are needed. You will be notified by us at the time of booking. We reserve the right to make further charges where numbers fall below those required to qualify for the food trend tour otherwise appropriate.

2. Changes or Cancellation by You

2.1. Changes

(a) Transfers

Where you or any member of your party is prevented from travelling for any reason (including death, illness or jury service) we will transfer your booking to any other person satisfying all the requirements relating to your food trend tour notified to us by you in writing a reasonable time prior to your due date of departure.

(b) Other changes

If you wish to make any other change to your booking at any time after our booking confirmation has been issued, we will try but cannot promise to meet your request. On some occasions, if members of a group booking withdraw, there are fixed costs which mean the remaining travelling party of that group must pay more per person. We require your authority in writing before we can make any change. In the event that any change is requested in relation to a group booking we require the authority in writing of the lead name before we can make the change.

(c) Administration fee

In each of the above circumstances, an administration charge will be payable of 50,-€ per person where the request is received less than 14 days prior to your date of departure. This charge is non-refundable.

(d) Treatment of changes by our suppliers

Many of our suppliers, particularly hotels and restaurant bookings in peak times do not permit us to change numbers and impose full cancellation charges. We will pass these on to you in addition to our administration charge, where applicable.

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2.2. Cancellations

If you wish, following the issue to you by us of our booking confirmation, to cancel your booking or any part of it relating to any person (in the case of a group booking), we will require your authority in writing or (in the case of a group booking) the authority in writing of the lead name to do so.

Our cancellation charges will apply (see the table 'cancellation charges' below). These are calculated with reference to the date on which we receive your authority in writing. We will not refund to you any deposits, administration charges, paid by you relating to your Food trend Tour in the event of cancellation by you.

We incur costs from the time you make your booking and you agree that if you cancel your booking you will compensate us for our losses and expenses, as per the table below. Our cancellation charges increase the nearer the cancellation is made to your departure date as we may not be able to resell your Food Trend Tour without making significant price reductions, or at all.

We strongly recommend that you take out insurance cover for cancellation adequate to cover the value of your Food Trend Tour. Original Travel can recommend suitable insurers. For further details please refer to paragraph 8.

2.3. Cancellation charges

Number of days left before your due date of departure when your authority in writing is received by us.
Cancellation charge (expressed as a percentage of the total holiday price)

60 days or more Deposit only

59 - 43 days 40 %

29 - 42 days 60 %

7 - 28 days 90 %

6 days or less 100 %

3. If We Have to Change or Cancel Your Holiday

We will take reasonable care to deliver the Food Trend Tour which we are contracted to provide to you. As we put in place the arrangements necessary to enable us to offer our range of Food Trend Tours many months in advance, we may occasionally have to make changes and reserve the right to do so at any time.

(a) Food Trend Tours

We will try to tell you of any changes as soon as possible prior to your due departure date, although we are not obliged to do so. We are not obliged to compensate you. However, in the event that we are forced to cancel your holiday for any reason other than our insolvency or any circumstances beyond our reasonable control we will refund to you the full price paid by you for your food trend tour.

(b) Circumstances beyond our control

We will not pay compensation or accept any liability where any change is due to circumstances outside of our reasonable control, including (without limitation) any strikes, lock-outs or other industrial action; labour disputes; acts of God; war; riot; civil commotion; malicious damage; compliance with any law or governmental order, rule regulation or direction; impossibility of the use of any means of public or private transport or any action of any government or regulatory body; accident; break-down of plant and machinery; fire; flood or storm; other adverse weather conditions (including heavy rainfall, hail, snow, fog or frost) affecting any airport, port or any other transport link, embarkation or disembarkation point and their operation; flight delays; other matters affecting air traffic control (including failure of equipment, systems and software); siege; acts of terrorism; police or security alerts or precautionary measures taken.

4. Our Liability to You

(a) Food Trend Tours

i. We will take reasonable skill and care in performing our contractual obligations and if we or our agents or suppliers fail to use reasonable skill and care or are negligent and you are able to prove we have caused you loss or damage, we may, subject to these Terms & Conditions, accept responsibility for compensating you.

ii. If you feel that any part of your Food Trend Tour arrangements is not provided as promised, you must, as soon as possible, notify our supplier and either our appointed local representative (where one is appointed) or ourselves (where a local representative is not appointed) as soon as possible. You must provide us with details in writing at the earliest opportunity.

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iii. Where, as a result of our failure to properly perform our obligations, we have failed to provide you with a significant proportion of the services which you have contracted with us to provide, if you are still on holiday through us we will (where possible and appropriate to the circumstances), endeavour to organise suitable alternative arrangements at no extra cost to you and may pay you an amount in compensation. Where, as a result of our improper performance, we have failed to provide you with a significant proportion of the services which you have contracted with us to provide and suitable alternative arrangements are not available or are unacceptable to you for good reasons then (where appropriate) we will make arrangements for you (and where other members of your party are affected, those members of your party) to return to your place of departure at no extra cost to you. In all other cases (i.e. where we have not failed to provide you with a significant proportion of the services which you have contracted with us to provide) our obligation following your notification to us is to investigate matters and (where appropriate) make prompt efforts to find appropriate solutions.

iv. Our liability in all cases shall be limited to a maximum of 2x the total cost of your Food Trend Tour (including deposits and administration charges). We do not accept responsibility for the acts and/or omissions of any third parties with whom you may have made any bookings or arrangements direct.

v. None of the provisions of this paragraph 4(a) shall have the effect of excluding or limiting our liability in respect of any personal injury or death of you or any member of your party during your holiday directly resulting from our own acts or omissions or the negligent acts or omissions of our employees, agents or suppliers whilst acting within our authority or instructions in the performance of our contractual obligations to you. We do not accept any responsibility for death, injury or illness caused by any act or omission whether of any third parties acting outside of our authority, instructions or control or with whom you may have made any bookings or arrangements direct or any cause which we could not reasonably prevent.

vi. We are not liable to you where our failure or the improper performance of any of our obligations to you is due to:

- any fault or failure of you or of any member of your party
- any fault or failure of any third party unconnected with us and the provision of the services for which you have contracted with us to provide which are unforeseeable or unavoidable
- circumstances beyond our or beyond our suppliers' reasonable control (which circumstances are without limitation described in paragraph 4(c) although we will endeavour following notification to us to provide you with our prompt assistance where our failure or improper performance results from circumstances not due to any fault or failure of you or any member of your party.

vii. In respect of travel the provision of accommodation, our liability is additionally limited in the manner provided by the relevant International Conventions (see paragraph headed 'application of other terms and conditions') which you agree are incorporated into these Terms & Conditions.

viii. You should note that any acceptance of liability on our part is subject in all cases to set off or reduction of the amount of any claim made against us to take into account any amount paid to you or any member of your party at any time arising from the same cause or circumstances by any of our suppliers or pursuant to a policy of insurance.

ix. Our suppliers and our local representatives are instructed not to act as our agents in booking any alternative activities other than those approved and offered by us and which you have purchased directly from us. Any assistance they may offer at your request in relation to such activities does not imply they have acted as our agent or with our authority or approval. We are not responsible for such activities and have no liability to you in respect of any of them.

(b) Special requirements

If you have any special requirements (dietary or otherwise) you must inform us of these at the time of booking so that we can pass these onto our Team. We cannot guarantee that your requirements will be met, however, and we are not liable to you in the event that your wishes are not met.

5. Your Responsibility

(a) It is your responsibility to ensure that you and everyone travelling with you have valid passports, appropriate visas and vaccinations. Some countries (particularly in Southern Africa) require your passport to have two blank pages for a visa stamp. As a result if you are travelling in more than one country that requires this you will need to have more blank pages - for example, if you visit South Africa and Namibia, both of which require two free pages, and re-enter South Africa to fly home, you would need six blank pages. If you have any doubts about the number of pages required, we advise erring on the side of caution, even if this means applying for a new passport. Please ask us for clarification. Women 28 weeks or more into pregnancy at the time of return travel must have a doctor's certificate confirming that they are fit to travel (note airlines normally require certification at 32 weeks). We are not liable for any costs, delays or illness resulting from your failure to meet requirements.

(b) You are responsible for ensuring that any existing medical conditions or disabilities which may require assistance are declared to us before you book your food trend tour or, if newly diagnosed, before your

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due date of departure so that we can pass these details on to our suppliers in good time. We are not in any circumstances liable if any carrier refuses you or any member of your party as a passenger as a result of any medical condition or disability.

- (c) You are responsible for your behaviour and that of your party. We and our suppliers reserve the right to refuse your booking or the right to board or the right to travel and to remove you and/or any member of your party from any transport, accommodation or any part of holiday if you or any member of your party is drunk or under the influence of drink or drugs; if you are or we reasonably believe that you are in unlawful possession of drugs; or are behaving violently, disruptively, dangerously or irresponsibly or in any manner whatsoever which presents a risk to others or is causing a nuisance or annoyance to others. No refund will be given or compensation paid and no costs or expenses for which you become liable or which are incurred by you will be made by us or be recoverable by you from us in such circumstances. You may also become the subject of police inquiry or security measures or investigation and liable in the event that any offence is committed to criminal prosecution and penalties whether in the UK or in any other country having jurisdiction in respect of the alleged activity. You must fully cooperate with and follow any safety procedures and instructions given by any organisation which is running the activities which you do while on holiday. It is possible that such organisations will require you to sign a waiver form in respect of the activity being carried out.
- (d) Despite our best endeavours to ensure your Food trend Tour runs as smoothly as possible, problems can occur. If you do experience difficulties that cannot be dealt with at the time by the hotel, lodge or camp you are staying at, then please contact (where applicable) our local representatives. If they cannot be reached, please contact us on our 24-hour emergency number (+49 6074 72 97 662). Please remember that we will be unable to help if you only mention the issue on your return from holiday. If you have a medical emergency, you must notify your travel insurance providers on their 24-hour emergency telephone number (which should be visible on the cover note).
- (e) Many of our trips take place in destinations where local conditions vary enormously, and the people we deal with on the ground may be less time-conscious or meticulous in planning than ourselves, and while we will do our best to ensure that the Food Trend Tour goes according to plan, we ask that those who travel with us do so with a spirit of adventure, in a positive frame of mind, and in good humour.

6. Dealing with Complaints

If you have a problem during your holiday, please immediately inform the relevant supplier whose service is involved (e.g. your hotelier) and Mr Andrew Fordyce, who will endeavour to put things right. It is unreasonable and in breach of your contractual obligations to us to take no action whilst on holiday, but then to write a letter of complaint upon return. If the problem cannot be resolved locally and you wish to complain, full details must be sent to Food Trend Tours in writing to arrive within 7 days of your return giving your booking reference and all other relevant information. Please keep your letter concise and to the point. It is strongly recommended that you communicate any complaint to the supplier of the services as well as to our representative without delay and complete a report form while on the Food Trend Tour. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on holiday and this may affect your rights under this contract resulting in reduced or no compensation if any was merited.

7. Insurance

You must be fully insured for your Food Trend Tour and must make sure that all of the activities which you will be carrying out are covered by such insurance. This insurance must include adequate cancellation insurance to the value of your Food Trend Tour, emergency evacuation and repatriation costs in respect of all of your activities. Please note that the travel insurance provided by some credit card providers often only offers the minimum coverage and, whoever your insurer, you should always check for any exclusion of activities that you might be undertaking. In response to public concern, some insurers now offer specific insurance against cancellation, delay and abandonment due to volcanic ash disruption. This can be taken out as an add-on to some travel insurance policies or as stand-alone cover.

Updates

Our Terms & Conditions are updated from time to time. The terms and conditions which will apply to your Food Trend Tour are those on our website at the time of booking. There may be additional terms and conditions which apply to our special offers, promotions and discounts from time to time. These will be notified to you at the time of booking should you inform us that you would like to take advantage of them.

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Terms & Conditions

Business Consulting

Effective 08/17

The general terms and conditions of business of Food Trend Tours Ltd apply to contracts for presentations, seminars, training courses, workshops, advice, coaching and the carrying out of events. These terms and conditions of business shall apply exclusively to the business relationship between Food Trend Tours Ltd and the Client. General terms and conditions of business of the Client will only be recognised if Food Trend Tours Ltd expressly agrees to their applicability in writing.

1. Conclusion of the contract

The order shall not be deemed to have been accepted until written acceptance of the offer has taken place or the order confirmation has been signed and returned by the Client / the contract has been signed by both Parties.

2. Services

The scope of the individual services is stated in the contract or in the order confirmation which has been signed by both Parties. Content-related and organisational changes or deviations can be carried out prior to or during the performance of the contract, provided that these do not alter the core scope of the order.

3. Costs

Unless otherwise agreed, the service shall be remunerated as follows: 50 percent of the agreed fee in accordance with the order confirmation is due in advance at the time of the order confirmation, the remaining 50 percent plus expenses is due immediately after provision of the service. Should the advance payment not be made on time, Food Trend Tours Ltd shall be entitled to terminate the contract. On the respective due date, you will receive an invoice for the order in accordance with the order confirmation. Payable after receipt of invoice, free of charges and without any deduction. The Client shall only have a right of retention or right of set off in case of claims which are undisputed or which have been recognised by a court.

4. Unless otherwise stated in the agreement, the following will be stated in the agreement:

- Speaker fee, travel costs to and from the event location (economy class flight or business class if flight is over 5 hours, first class railway ticket).
- A fixed fee of 0.80 EUR (net) per kilometre driven when travelling to the event location by car.
- Accommodation costs: Should the Client wish for the speaker to attend for an extended period or should it not be possible to travel to and from the event location during normal business hours, the accommodation costs incurred (minimum 3-4 star hotel category) shall be paid by the Client. Normal business hours are defined as 8 am to 6 pm from Monday to Friday.
- If applicable, travel of an accompanying person to and from the event location - by agreement.

5. Employee deployment

Food Trend Tours Ltd can also use freelance employees for the fulfilment of the service and engage subcontractors in the provision of the service. Should an employee who is intended to be used for the service provision be unable to attend due to illness or for other reasons, Food Trend Tours Ltd shall replace him or her within a reasonable deadline.

6. Obligations / co-operation duties of the Client

The Client shall bear the costs and shall provide the event location, including the technical equipment (for example beamer, micro, video facilities etc). Meal, accommodation and other meeting expenses will be stated separately in the invoices.

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7. Framework conditions

In order to achieve the best result possible, we would kindly request that you guarantee the following framework conditions:

- A technician appointed by the event is available to the speaker to support him or her when carrying out equipment testing.
- For the presentation, a standard beamer of at least 2000ANSI lumens is required. The presentation can contain video and/or sound recordings. Therefore the respective sound technology must be available at the location.
- The screen must be of a size which corresponds to the size of the room and number of participants.
- A clip-on microphone or headset is required (no fixed installed microphone, no hand microphone).
- Should more than 50 participants be expected and should the room be of a corresponding size, a clearly visible stage is required.

8. Confidentiality declaration

The Contractor shall be obliged to treat all information and documents of which it becomes aware in the course of the co-operation with the Client in the strictest confidence, also following completion of the order, and shall not allow any third parties to become aware of these.

9. Copyright

The Client, as well as its employees, audience members and guests are not permitted to reproduce or duplicate the work documents, enter them in data processing media and/or make them accessible to third parties in full or in part without the prior written agreement of Food Trend Tours Ltd. Food Trend Tours reserves copyright in relation to all documents handed over to the Client.

10. Use of picture and film materials

Sound or video recordings of the event are not permitted without the prior written agreement of the Contractor. Picture and film materials can be used by agreement and following approval for internal purposes and press publications in connection with the relevant event (see order confirmation).

11. Written form

Any amendments or additions to the contract require written form. Any omission of the written form requirement also requires written form.

12. Rescission of the contract

Rescission must take place in writing or by email or fax and must be confirmed by Food Trend Tours Ltd. Should the Client rescind the contract or should it not attend an agreed date without first declaring rescission of the contract, Food Trend Tours Ltd will claim corresponding compensation. From the 28th to the 15th day before the start of the event, this amounts to 75 percent of the total contractual price and from the 14th day prior to the start of the event or in case of non-appearance without any declaration of rescission, 100 percent of the total contractual price.

13. Unplanned alterations

Please bear in mind that the speaker reserves unplanned alterations, for example in case of illness. In such a case, the speaker shall be obliged to provide a comparable replacement by agreement with the Client. You will be informed immediately of such alterations. In case of an unplanned cancellation or postponement, any fees which have already been paid will be refunded. The Client shall not have any damages claims which go beyond the above and these are hereby being excluded.

14. Liability

The Contractor does not incur any liability in relation to any intended success of the training event. The Client shall be responsible for compliance with the safety and accident prevention regulations. The Contractor does not assume any liability for intentional or negligent damage to third party property by event participants. In the same manner, liability for personal injury is excluded. Intentional or grossly negligent breaches of obligations by the Contractor and its legal representatives and vicarious agents are not included in the exclusion of liability.

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15. Place of jurisdiction and applicable law

The exclusive place of jurisdiction for all claims under the contract between the Client and Food Trend Tours Ltd and for all disputes under these terms and conditions of business shall, where legally permitted, be the place of business of Food Trend Tours Ltd. This also applies should the Client not have a general place of jurisdiction domestically or should the Client move its place of business or usual place of residence to a location outside of the jurisdiction of the German Code of Civil Procedure (Zivilprozessordnung) after conclusion of the contract or should its ordinary place of residence not be known at the time of bringing of the lawsuit.

16. Religious groups declaration

The Contracting Partner hereby confirms by means of its signature that in the same manner as Food Trend Tours Ltd, it is neither a member of the "scientology" or similar sects and that it does not support or distribute the teachings of L. Ron Hubbard.

17. Partial invalidity / severability clause

Should any individual provisions of the contract, including these general terms and conditions of business be or become legally ineffective, this shall not affect the validity of the remaining clauses. The same applies in case of any contractual loopholes. The ineffective or missing provisions shall be replaced by clause which comes closest to the intent of the Parties in economic terms.

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