

# Terms And Conditions

## Kotak Private Banking Corporate Epicure Privileged Program

Epicure Program operates under the terms and conditions as set out herein below unless otherwise expressly stated. Should you require any clarifications you can contact Member Services at 1800 102 6080 or email us at [epicure@ihcltata.com](mailto:epicure@ihcltata.com)

### Definitions

1. "IHCL" or "Company" refers to The Indian Hotels Company Limited, its subsidiaries, group companies which owns and/or operates various hotels in India and overseas.
2. "Epicure Program" is the optional membership plan offered by The Indian Hotels Company Limited on payment of an annual membership fee.
3. "Member" means a natural person who is admitted as a member of the Epicure Program.
4. "Membership" means a valid membership of the Epicure Program.
5. "Card" refers to the Epicure Program membership magnetic strip card provided to Members upon Membership enrolment or renewal.
6. "Add-on Card" refers to the additional Membership magnetic strip card offered over and above the primary Card, for usage by Member's add-on cardholder to avail Special Discounts which are a part of the Membership. An Add-on Card holder is not offered any Exclusive Vouchers for his/her usage.
7. "Special Discounts" refer to the discounts, which are not linked to a Exclusive Voucher, but are available to be availed by an Epicure Membership Card holder through a card-swipe or voucher code. These discounts can be used by the Epicure Membership Card Holder multiple times through the 365-days validity of the membership card.
8. "Validity" refers to the 365-days period from the date of issuance for which the Epicure Membership Card and Membership Benefits are available for use by the Epicure Program member.
9. "Fee" refers to the monetary sum which needs to be paid by a person in order to enrol as a member of the Epicure Program.
10. "Membership Benefits" refer to the benefits in the form of Special Discounts and Exclusive Vouchers provided to a Member as a part of his/her Membership.
11. "Exclusive Vouchers" refer to the vouchers provided to the Member as a part of the Membership. These exclusive vouchers can be utilised to avail limited-usage benefits at the participating IHCL establishments within India only subject to any terms & conditions applicable for their individual usage.

12. “Best Available Rate” – is the rate of stay for a specific room or suite category at the participating IHCL hotel as available on its reservation system, including its website, Hotel Reservation Office or Reservations 24x7, which are directly owned and/or operated by IHCL.

13. “Direct Booking” is a reservation made using the IHCL reservation system, including its website, Hotel Reservation Office or Reservations 24x7, which are directly owned and/or operated by IHCL.

14. “Participating Hotels” refers to Taj ([www.tajhotels.com](http://www.tajhotels.com)), SeleQtions ([www.seleqtionshotels.com](http://www.seleqtionshotels.com)) and Vivanta ([www.vivantahotels.com](http://www.vivantahotels.com)) Hotels participating in the Epicure Program, unless specified below in the list of hotels where the benefits of the Epicure program are not applicable. Hotels part of Taj Safaris ([www.tajhotels.com/en-in/taj-safaris/](http://www.tajhotels.com/en-in/taj-safaris/)) and amã Stays & Trails ([www.amastaysandtrails.com/](http://www.amastaysandtrails.com/)) are not part of the Epicure Program, unless specified otherwise under the benefits of any individual voucher, where the participation will be limited to the benefits of the specific voucher.

The Membership Benefits of the Epicure Program are not applicable at the following hotels in any manner.

i. Taj Wellington Mews, Mumbai

For detailed list of participating hotels and applicability of membership benefits and vouchers, click here. For terms and conditions applicable for the individual vouchers, please refer to the section on Exclusive Vouchers

15. “Participating Restaurants” refers to restaurants situated within the premises of “Participating Hotels” and forming part of the Epicure Program, with the exception of:

- a. Wasabi by Morimoto
- b. Orient Express
- c. The 101 Dining Hall at Taj Falaknuma Palace
- d. Bhairo at Taj Lake Palace

16. “Blackout Dates” refer to dates, including but not limited to select weekends, public holidays & festivals and days of the peak travel season period, on which the availability of products and services at the participating hotels is limited, and during which the membership benefits of the Epicure Program are not valid even at the Participating Hotels.

17. “Participating Establishments” refer to all Participating Hotels, Participating Restaurants, The Taj Club, J Wellness Spa, Jiva Spa and Qmin which are a part of IHCL portfolio and at which the Membership Benefits of the Epicure Program are valid as per their individual terms and conditions.

## **General**

18. These terms and conditions shall be governed and interpreted in accordance with the laws of India and the Courts at Mumbai shall have exclusive jurisdiction in respect of all matters/ disputes arising out of these Terms and Conditions and/or the Epicure Program.

19. The Membership Benefits of the Epicure Program are offered at the sole discretion of The Indian Hotels Company Limited (IHCL). IHCL reserves the right to add, modify, delete or otherwise change any of the rules, conditions, privileges, benefits, pertaining to the Epicure Program at its sole discretion, with or without notice.

20. Membership and/or Membership Benefits of the Epicure Program shall be void if prohibited by the laws in the country of the Member's domicile.

21. Membership Benefits cannot be bartered, sold, transferred by Members or encashed by Members at any point of time. Any Membership Benefit which IHCL deems to have been transferred, sold or assigned by the Member in violation of the Epicure Program rules may be deemed invalid and/or cancelled and further lead to immediate cancellation of the said Membership and/or the Membership Benefits.

22. All interpretations of the Terms and Conditions and Membership Benefits shall be at the sole discretion of IHCL.

23. All Membership Benefits and part of the Epicure Program are meant for personal / individual use only and cannot be used for group bookings or reservations. Any use of Epicure Program Benefits for non-personal use or group bookings and/or reservations may lead to immediate cancellation at the sole discretion of IHCL.

24. Membership is open to individuals who are aged 18 years and above only.

25. All communication will be sent to the address (postal or email) available as per member records and it is the responsibility of the member to inform the Epicure Member Services about any change in his/her communication details (email id, mobile number, and address). All communication will be deemed to have been received by the Member and IHCL bears no responsibility for communication not received or lost in the mail or courier.

26. IHCL reserves the right to grant or refuse or discontinue or revoke membership of Epicure Program at its sole discretion. Discontinued/ revoked membership may result in the loss of all Membership Benefits and privileges and forfeiture of any unfulfilled reservations, products or services sought to be availed.

27. Notwithstanding any provision contained herein, IHCL also reserves the right to discontinue Membership of any member who appears to be using the programme in a manner inconsistent with the Terms and Conditions, applicable laws/rules/regulations, spirit of the programme, or any portion thereof. Discontinued/revoked Membership may result in the loss of all Membership Benefits and forfeiture of any unfulfilled reservations, products or services sought to be availed.

28. Each Member is responsible for remaining knowledgeable about the Epicure program rules, and ensuring that his/her updated details (email id, mobile number, and communication postal address) are captured on the Epicure Program records. The Epicure Program team may send correspondence to active Members to advise them of matters of interest, including notification of program changes and updates. However, neither IHCL, its affiliates/associates or programme management service providers nor the Participating

Hotels/Restaurants or companies participating as service partners in the programme shall be liable for any failure to do so and will not be responsible for correspondence lost or delayed in the mail.

29. Membership Benefits do not constitute property of the Members. Except as specifically provided herein, no accrued Membership Benefits are transferable in the event of death, disputes or otherwise. In the event of death, the Epicure Program membership will be terminated and all Membership Benefits shall stand cancelled.

30. Membership Benefits and privileges offered by Participating Hotels may vary. All Membership Benefits may not be available at all the Participating Hotels. If IHCL, or any partner, denies a Member a Membership Benefit for any reason whatsoever, IHCL will not be liable to make any payment to the Member or compensate him/her in anyway.

31. The Membership Benefits of Epicure Program enrolled through partners may vary and not all Membership Benefits offered as part of the Epicure Membership directly purchased from IHCL may be applicable. The Membership Benefits applicable will be as communicated by the partner. The details of the applicable Membership Benefits should be checked and confirmed with the partner from whom the Epicure Membership is availed.

32. IHCL is not responsible, and assumes no liability, for changes or discontinuance of services provided by any Participating Establishment, that may affect the Program Benefits offered.

33. Nothing in the Epicure Program is intended, or shall be construed to create or establish any agency, partnership or joint venture relationship between IHCL and any partners or Members.

34. IHCL will not be responsible for replacement of lost or misplaced Membership Cards, Add on Cards, Exclusive Vouchers or fraudulent usage of the same.

35. IHCL will not be responsible for replacement of lost or misplaced vouchers. IHCL reserves the right to refuse benefits due against membership card or exclusive vouchers which are lost or misplaced or used by a person other than the member.

36. The information the Member provides to the Company shall be processed according to the Company's Privacy Policy. In choosing to become an Epicure member, the Member consents to sharing of any information provided by the Member and to receive communications pertaining to the program or otherwise. The list of Participating Establishments is subject to change at any time, without any prior notice, at the sole discretion of IHCL. Please contact the Epicure Program Member Services at 1800 102 6080, or any other number as updated from time to time, for any queries. The list of Participating Establishments will be updated on the website [www.tajhotels.com/epicureprogram](http://www.tajhotels.com/epicureprogram) from time to time.

37. The Membership Benefits are not applicable and cannot be used in conjunction with other prevailing offers, vouchers, offers, promotions or discounts.

38. The redemption of all Epicure Program Membership Benefits and Exclusive Vouchers is subject to availability and can be declined by the Participating Establishments in case of unavailability of the respective product(s) or service(s).
39. Prior reservation is mandatory for the use of Epicure Program Membership Benefits.
40. The standard policies of the Participating Establishments, including but not limited to those relating to check-in/check-out timings, dress code, safety guidelines and rules of usage, shall apply in addition to the terms and conditions of the Epicure Program in respect of the redemption of membership benefits and exclusive vouchers.
41. Epicure Program Membership Benefits will not be valid during the blackout dates at the Participating Establishment(s).
42. The Membership Benefits provided as a part of the Epicure Program cannot be transferred, altered, renewed or exchanged against cash or any other forms of products or services excepting those indicated on the voucher.
43. In case of vouchers meant for use by members-only, the member must present the voucher and the Epicure Membership card at the time of redemption. In case of vouchers open to use by the bearer, the bearer must present the voucher and quote the associated Epicure Membership Card number at the time of redemption.
44. The exclusive vouchers provided to the Epicure Program member at the time of enrolment, unless specifically provided on such vouchers that the same are non-transferable and/or for use by member only, can be used by the bearer who must quote the associated Epicure Membership card number at the time of redemption.
45. A member must allow upto 2 weeks for processing of any requests pertaining products, services, membership kit or membership benefits of the Epicure Program.
46. All applicable taxes and charges shall be payable by the member / exclusive voucher bearer in advance, prior to redemption of the benefit. IHCL will not bear any tax, which may be levied on the benefits utilised by the Epicure Program Member, and paying these taxes shall be the responsibility prof the member and/or voucher bearer.
47. All Membership Benefits are subject to availability and supplier restrictions. IHCL may, without notice, withdraw or substitute any benefit with another benefit of comparable value and nature.
48. No credit or substitutions will be given for any benefits that are only partially used.
49. The Epicure Membership card and exclusive vouchers are the property of The Indian Hotels Company Limited. If found, please return to the Epicure Program Member Services, Mandlik House, Mandlik Road, Colaba, Mumbai 400001.

### **Enrolment and Membership**

50. Membership is open to individuals only who are aged 18 years and above.

51. Membership to the Epicure program is valid for a period of 365 days from the date of enrolment into the Epicure plan. It may be renewed for the following year on payment of the prevailing membership renewal fee. If a member does not pay the requisite fee, the membership to the Epicure plan will stand automatically cancelled and the membership benefits shall no longer be available.

52. Enrolment onto the Epicure Program must be in the individual's full legal name and a government recognized proof of identification is mandatory to be provided upon request. One person is allowed to have only one active Epicure membership at any point in time. Additional memberships, if any, are liable to be cancelled as per the termination clause outlined below.

53. The membership of the Epicure Program is valid only till the date indicated on the card

### **Termination of Membership**

54. The Epicure Program membership, unless renewed, shall automatically stand terminated upon the expiry of the 365 days validity period from the date of issue.

55. An Epicure Member can request for termination of Epicure Program membership upto 30 days from the date of enrolment, only if not even a single membership benefit is availed of during this period. A deduction equivalent to INR One Thousand Rupees plus taxes, shall be made by IHCL in order to meet administration and incidental expenses incurred by IHCL in respect of the membership. The rest of the sum shall be refunded to the member upon termination of the membership.

56. If the member wishes to terminate their Epicure Program Membership within 30 days of enrolment, but after utilisation of even a single membership benefit, they will not be entitled to any refund, and the entire fee paid for the membership shall stand forfeited upon such termination.

57. If the member wishes to terminate their Epicure Program Membership after the expiry of 30 days from the date of enrolment, irrespective of whether any membership benefits have been availed of or not, they will not be entitled to any refund, and the entire fee paid for the membership shall stand forfeited upon such termination.

58. All membership Benefits shall cease to be available upon the termination of the membership.

59. Exclusive Vouchers provided as a part of the Membership, will cease to be valid post their validity date, as stamped on the physical vouchers, and cannot be renewed, revived or exchanged against cash or any other benefits even upon termination of the membership.

60. IHCL reserves the right to grant or refuse or discontinue or revoke membership of the Epicure Program at its sole discretion. Discontinuation/revocation of the Epicure Program may result in the cancellation of all Epicure Membership Benefits and forfeiture of any unfulfilled reservations, products or services sought to be availed using Membership Benefits.

61. Notwithstanding any provision contained herein, IHCL also reserves the right to discontinue membership to the Epicure Program to any member who appears to be using the program in a manner inconsistent with the terms and conditions, applicable laws/rules/regulations, spirit of the program, or any portion thereof, including, but not limited to, membership benefits. Discontinued/ revoked membership may result in the cancellation of all Epicure Membership Benefits and forfeiture of any unfulfilled reservations, products or services sought to be availed using Membership Benefits.

62. Cancellation of membership to the Epicure Program shall lead to the entire fee paid at the time of enrolment being forfeited.

63. The Epicure Program has no predetermined termination date and may continue until such time as IHCL decides to terminate the program, with or without notice to the Members.

### **Renewal of Membership**

64. An active Epicure Program Membership can be renewed upto 60 days in advance of its expiry. An inactive or expired Epicure Program Membership cannot be renewed.

65. The Fee for a new membership and for renewal of membership may differ from time to time and the program member shall be required to pay the fee prevailing at the time of renewal.

66. Upon renewal, an Epicure Program Membership validity shall stand extended by another 365 days from the date of expiry of original membership validity.

67. A fresh set of Exclusive Vouchers will be provided to the Epicure Program Member upon membership renewal, as per the benefits of the program at the time of renewal. These vouchers shall be valid as per their individual validity date.

68. Exclusive Vouchers provided as a part of the membership cannot be renewed, and will expire post the validity date mentioned, irrespective of whether the membership is renewed or not.

### **Exclusive Vouchers**

69. The exclusive vouchers provided to the Epicure Program members at the time of enrolment shall be valid till the date mentioned on every individual voucher. The vouchers are valid at select hotels in India only. The applicability and detailed terms and conditions are mentioned on each voucher.

70. The member/bearer, as per the individual voucher usage rules, must call Reservations 24x7 or individual Hotel Reservation Office, in case of room stay, or the participating establishment directly, in case of other benefits, to check on the applicability and availability of the voucher and to subsequently make a reservation to redeem the voucher.

71. In addition, the following terms & conditions apply to the individual benefits of the exclusive vouchers:

#### **-25% Discount on Food and Beverages:**

- This voucher entitles the Epicure Program Member to avail Food and Beverage services (including alcohol), across participating hotels and does not include any other offerings or services.
- The voucher can be availed at all participating restaurants/hotels while dining, take away and in-room.
- The Epicure Program Members must carry the physical membership card in person or quote the membership number and validate the same with an OTP while availing the benefits offered.
- This voucher is applicable only to a group size of up to 10 members only.
- This voucher is not applicable for redemption on blackout dates at the participating hotels.
- This voucher can be used multiple times through its validity period.

#### **-25% Discount on Qmin Food Deliveries:**

- This voucher code when used on Qmin mobile application entitles the user to a discount of twenty percent on food deliveries from the participating restaurants across hotels and does not include any other offerings or services.
- This voucher code is applicable for food delivery orders placed via the Qmin mobile application only and is not valid on orders placed via phone or other means.
- This voucher code must be applied while placing the order and cannot be applied once the order is placed.
- This voucher code is meant for use by the Epicure Program Members only.
- To redeem this voucher code, member can download Qmin Mobile Application from Google Play Store or Apple App Store.
- This voucher code can be used multiple times and for multiple orders through its validity period.

#### **-20% Discount on Spa:**

- This voucher entitles the Epicure Program Member to avail the services offered by J Wellness Circle Spas across participating hotels.
- The Epicure Program Member must carry the physical membership card in person or quote the membership number and validate the same with an OTP while availing the benefits offered.
- This voucher is not applicable for redemption on blackout dates at the participating hotels.

#### **-One Night Stay inclusive of Breakfast for Two Persons:**

- This voucher entitles the Epicure Program member to a one-night room stay and breakfast for two persons only at the base category room of the hotel and does not include any other offerings or services.

- Government taxes as applicable will be payable directly at the time of using this voucher
- This voucher is non-transferable and can only be redeemed by the Epicure Member for his/her stay.
- This voucher is not applicable for stay on any date from 23rd December to 15th January.
- Reservation against this voucher will be subject to room allocation control and the hotels reserve the right to close out bookings under this category.
- This voucher is not applicable at the following hotels:

[Click here](#) for participating hotels.

**-Celebration Cake in Member's Birthday Month:**

- This voucher entitles only the Epicure Program member to a one-time Celebration Cake upon dining at any of the participating restaurants across hotels on any day during his/her Birthday month and does not include any other offerings or services.
- This voucher is applicable on dine-in only and is not valid for delivery or takeaway.
- This voucher is applicable only during member's birthday month, as registered with Epicure Program.
- This voucher is non-transferable and can only be redeemed by the Epicure Member for his/her use.

**-One-time One-Level Room Upgrade for One Night:**

- This voucher entitles the bearer to a one-time one-level room upgrade for one night booked directly at Best Available Rate at any of the participating hotels and does not include any other offerings or services.
- This voucher is not valid for an upgrade to a room category higher than a base category suite.
- The upgrade will not include airport transfer(s) or any other service which is deemed as an outsourced service by the participating hotel.
- Only the occupants of the room being upgraded, and no other persons, are eligible to avail the benefits of the upgraded room.

**-20% Discount on BAR Rates across all participating Taj Palaces, Safaris, City Hotels & Resort Hotels:**

- This voucher entitles the bearer to avail a one-time discount of twenty percent on nights at any of the participating Taj Palaces, Safaris, City Hotels and Resort Hotels and does not include any other offerings or services.
- For stays lasting more than five consecutive nights, the twenty percent discount shall be applicable on Best Available Rate for the first five consecutive nights only. The charges for all other nights shall be paid at actuals by the bearer.
- This voucher is not applicable at the following Taj Safaris:
  - Meghauri Serai, Chitwan National Park
  - options