

## **TERMS AND CONDITIONS**

(applicable as of November 17, 2025)

**Intellectual Property Owner:** Beaches of Normandy Tours SAS, simplified stock company, having its registered office at 48 Rue de Thouays, 50480 Sainte-Marie-du-Mont, France.

Email: [info@beachesofnormandy.com](mailto:info@beachesofnormandy.com)

Telephone: +1 855-473-1999

Website: [www.beachesofnormandy.com](http://www.beachesofnormandy.com)

Registered with the Trade and Companies Register of Cherbourg under number 894 931 369.

**Licensed Partner, Tour Operator:** Band of Brothers Tours – FZCO, free zone company, having its registered office at IFZA Business Park, DDP in Dubai, United Arab Emirates

Registration number: DSO-FZCO-36470

**Reseller Partner, Travel Agency:** Globus Travel Kft., limited liability company, having its registered office at 3-5 Bég utca, 1022 Budapest, Hungary

Travel agency license number: U-000543

Email: [globus@beachesofnormandy.com](mailto:globus@beachesofnormandy.com)

Telephone: +1 855-473-1999

Company registry number: 01-09-182084

### **I. PURPOSE**

Under the license of Beaches of Normandy Tours, Band of Brothers Tours FZCO (hereinafter referred to as “BoN”, “us,” “we,” or “our”) provides military history-related travel package tours (hereinafter referred to as the “Tour” or “Tours”) as displayed on the website [www.beachesofnormandy.com](http://www.beachesofnormandy.com) (hereinafter referred to as the “Website”) and/or in its brochures, governed by these Terms and Conditions (hereinafter referred to as the “Terms and Conditions”). The Tours are sold through Globus Travel Kft. (travel agency license number: U-000543) representing and acting on behalf of Band of Brothers Tours FZCO.

The booking of a Tour with the down payment of the Registration fee (hereinafter referred to as “Registration fee”) by any natural person (hereinafter referred to as “you”, the “Client”, or the “Passenger”) according to the conditions set forth in these Terms and Conditions, acknowledges that you have read and expressly accept these Terms and Conditions. You also acknowledge that the Registration fee payment at booking constitutes a contract (hereinafter referred to as the “Contract”) with Band of Brothers Tours FZCO. The applicable Terms and Conditions are those in effect on the day that the Client books a Tour.

The Client acknowledges having been informed of these Terms and Conditions and of all the information contained in the aforementioned documentation in a legible and comprehensible manner prior to the reservation and the conclusion of the Contract.

### **II. WHAT IS INCLUDED IN THE PRICE OF YOUR TOUR?**

#### **II.1. Registration Fee**

Upon registration, the Passenger must pay a Registration fee in addition to the Tour price. The amount of the Registration fee is indicated on the Website.

## **II.2. Prices**

The prices are those as stated on our Website at the date of the booking request and in the quotation sent to the Client. In case of any discrepancy, the price set forth in the quotation shall prevail.

Prices presented are in U.S. Dollars and are per person, based on double occupancy (two people sharing a room). Single occupancy and triple occupancy rates are available upon request, as described in the Rooms section of these Terms and Conditions.

Package inclusivity is specific to each Tour: please refer to the specific Tour descriptions on the Website for the services included.

Unless otherwise specified in the Tour description on the Website, the following services are not included in the price of the travel (non-exhaustive list): airfare, visa fees, travel insurance, excess baggage fees, valet service, refreshments on the bus, lunch, extra alcoholic drinks at meals, extra hotel costs (e.g., mini-bar, pay TV, laundry, etc.), tips to the Beaches of Normandy Tours staff, or costs resulting from a Passenger failing to arrive at the pick-up location on time or from a Passenger leaving the trip based on his/her own decision or our decision due to the Passenger's behavior, costs of on-site medical testing, medical and health care costs as the case may be, and any other costs that are not expressly listed in the quotation. If you have any specific questions about non-inclusions, please contact us directly.

## **III. BOOKING**

### **III.1. Availability**

Tour offers indicated on the Website are available with limitations. In the case that an offer is no longer displayed on the Website, it is not available anymore.

As the booking is managed in real time through various channels, a Tour may be displayed as having remaining seats despite being fully booked, if various Clients are booking this Tour simultaneously.

If a booking request cannot be accepted as a result of the above, you will be informed in due course by email or by phone.

### **III.2. Booking Process**

Reservations can be made on our Website by clicking on the "Get a quote" button and filling in the booking section.

The Client shall select the Tour and the date that she/he wants, and shall follow the procedure as displayed on the Website. Before the finalization of the booking, you have the possibility to check the details of your reservation and to return to the previous pages to modify your order and the information entered. Upon completion of the booking procedure, you will be redirected to our Stripe payment page and will receive an email confirmation if the payment was successful. If you encounter any problems, feel free to contact our Travel Consultants.

The person making a reservation must be eighteen (18) years old at the time of booking or must have the capacity to enter into legal contracts, meaning in particular that he/she must have reached the age of legal maturity, or if he/she is subject to a court order relating to his/her protection or capacity, he/she must be assisted or represented by a duly authorized person (for example, a guardian).

He/she will be responsible for the accuracy of the information provided on behalf of the Passengers in the same party, for the consent of the party members to these Terms and Conditions and to you making the booking on their behalf. A booking number will be issued, and a written confirmation of the booking will be sent by us upon payment of the amount required at booking pursuant to the Payment Schedules article of these Terms and Conditions.

If booking is done through a Travel Agent, the Travel Agent is responsible for conveying and obtaining all necessary information to and from the Passengers in a timely manner. The Travel Agent is responsible for any additional costs resulting from improperly executed payments, and these costs shall be deducted from his/her commission.

Passengers should notify us about any other fellow Passengers wishing to travel together and

not included in their booking. As there are potential parallel departures during a given Tour, if we are not informed about those fellow Passengers ninety (90) days prior to departure at the latest, we cannot guarantee traveling on the same motor coach.

### **III.3. Confirmation of the Booking**

Subject to the availability of the seats and options requested, a final quotation shall be sent to the Client after the booking request has been sent through one of the aforementioned channels.

The reservation shall be considered as firm and definitive and the Contract formed only upon payment of the Registration fee by the Client.

The Client shall receive confirmation of the booking by email in due course. If no confirmation is received, the booking shall be deemed to have not been taken into consideration. In such event, please contact us via email or phone.

The Client expressly acknowledges that the seats are not guaranteed until the Registration fee is paid by the Client and received by BoN.

### **III.4. Add-on Tours**

We offer short extensions (hereinafter referred to as “Add-on”) before or after our Tours. Add-ons can be booked upon availability until thirty (30) days before a Tour with the same cancellation terms as the Tours. Special promotions do not apply to Add-ons. Arrival time requirements at designated airports and other special conditions are provided under the description of each specific Add-on. Buses on Add-ons will depart at the designated pick-up time and will not wait for latecomers.

## **IV. PAYMENT**

### **IV.1. Payment Schedule**

Your payment schedule depends on the time of your booking. Regardless of the time of the booking, your reservation shall be confirmed only after the receipt of the non-refundable Registration fee. With the payment of the Registration fee, your seat on the bus is secured up until ninety (90) days before the departure of the Tour. The price of the Tour does not include the Registration fee. The remaining part of the cost of the Tour is due as follows:

(1) Ninety (90) days at the latest or earlier before the Tour, it is up to you to decide whether you want to pay the price of the Tour along with the Registration fee. Please be advised that individual payment plans are not available.

(2) Should your Tour start within ninety (90) days of your booking, then the total price of the Tour shall be payable at booking.

Prices reduced by special promotions and their payment schedules shall be stated in the conditions of the given promotion. Special promotions may not be combined with other special promotions. Certain special promotions are non-refundable, and will be clearly stated as such.

### **Overview of the Payment Schedule and Charges for Cancellation or Changes (for reasons other than exceptional circumstances set out in the article on Exceptional Circumstances)**

|                         | <b>Payment due</b>                                                               | <b>Refundability at cancellation</b>                                                                  |
|-------------------------|----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| <b>Registration fee</b> | To be paid at booking,<br>non-refundable                                         | Non-refundable                                                                                        |
| <b>Tour price</b>       | To be paid at least ninety (90)<br>days before the departure<br>date of the Tour | Refundable upon cancellation at<br>least ninety (90) days before<br>initially selected Tour departure |

## **IV.2. Payment Options**

Payments can be made by credit card, debit card, Apple Pay and Google Pay. We accept major credit cards and debit cards: Visa, Master Card, American Express. Payments can be made online via our website. If you need any help to do the payment on our Website, our Travel Consultants shall assist you. We do not assess a surcharge for using a credit card. Credit card payments are made directly through our reseller partner's bank via a secure server, after which we receive notice of successful payment. At no point is credit card information stored by us. After a successful payment has been completed, we are unable to modify the charged card. Please be aware that credit card companies will often flag larger credit card charges and seek confirmation from the credit card holder. Failure to confirm your booking charges will delay your booking and may require Tour postponement. If your payment does not go through, please contact your bank.

## **V. ASSIGNMENT OF THE CONTRACT**

The Client may assign the Contract to a third party who meets all the conditions applicable to this Contract. The Client must inform BoN of the assignment of the Contract by any means, seven (7) days prior to the beginning of the Tour at the latest, indicating the date, the name and address of the transferee and the Passenger.

The assignor of the Contract and the assignee are jointly and severally liable for the payment of the balance of the price as well as any additional costs, fees or other expenses incurred as a result of this assignment.

BoN shall inform the assignor of the actual costs of the assignment. Such costs shall not be unreasonable and shall not exceed the cost actually incurred by BoN as a result of the assignment of the Contract. Transfer of some pre-purchased entry tickets may not be possible. BoN will attempt to re-purchase the necessary tickets for the assignee, but does not assume responsibility if tickets are no longer available.

BoN shall provide the assignor with evidence of any additional costs, fees or other charges incurred as a result of the assignment of the Contract.

## **VI. CHANGES IN RESERVATION, CANCELLATION AND REFUNDS**

### **VI.1. Notification in Writing**

All cancellations, changes and arrangements must be made in writing. We are not obligated to act upon information given via telephone until written notice has been received. Notice may be given by e-mail to: [info@beachesofnormandy.com](mailto:info@beachesofnormandy.com)

### **VI.2. If You Change Your Reservation**

Upon receipt of the booking confirmation, any request for modification of the Tour booked by the Client shall be submitted to BoN for approval in writing.

We are able to make certain modifications to your reservation, such as a change in the type of room or in the name of the Passenger with due notice. You have the opportunity to make changes to your Tour arrangements at the latest ninety (90) days before the departure of the Tour. We make every effort to accommodate such requests; however, each request will be evaluated on a case-by-case basis and our ability to honor such requests depends on the proximity of the Tour departure and the conditions and availability of any service providers affected by the change. Passengers replacing other Passengers on the original booking must be aware of and accept these Terms and Conditions and any other requirements in relation to the Tour booked.

### **VI.3. If You Cancel or Postpone the Tour**

#### **VI.3.1. Before Departure**

The Client can cancel the reservation at any time before the start of the Tour. Any request of such nature shall be made in writing via email.

The Registration fee shall not be refunded to Passengers canceling a Tour. Notice of cancellation must be received in writing by us more than ninety (90) days prior to departure for a full refund of the Tour price. If cancellation is received by us less than ninety (90) days before the departure date, the Passenger shall be responsible for the total cost of the Tour and shall not receive a refund.

If you decide to postpone your Tour, the sum already paid by you for the original Tour, including the Registration Fee, can be used for later departure. To consider your change as a postponement instead of a cancellation, you must select the new departure date as soon as you notify us of the change. If your postponement applies to a Tour with a higher price, the difference between the price of the two Tours shall be covered by you. If the postponement applies to a Tour with a lower price, the difference between the two Tours shall be reimbursed to you. Tour postponement by the Passenger within ninety (90) days before departure shall be treated the same as cancellation ninety (90) days or less before departure, and will result also in the loss of the Registration fee.

#### **VI.3.2. Cancel For Any Reason (CFAR) Package**

For improved flexibility in cancellation, we offer Cancel For Any Reason (hereinafter referred to as "CFAR") package. The CFAR package applies only to the period of ninety (90) days preceding a Tour. It can be purchased with your booking if you pay in full, or when you make your last payment in case you book with registration fee only, or when you already have a booking and you are still more than ninety days before your departure date. CFAR cancellations must be made at least twenty-four (24) hours before departure and apply to 80% of non-refundable, prepaid travel expenses, not including the price of the CFAR package. CFAR packages cannot be cancelled within the ninety (90) day period before a Tour. The CFAR package is provided directly by Band of Brothers Tours FZCO and it is not an insurance policy, but a voluntary refund package for your booking.

#### **VI.3.3. After Departure**

Any Passenger who fails to show up on the date and at the place indicated by BoN on the day of departure shall not be entitled to any reimbursement. Any Passenger who leaves the Tour early due to any reason shall not be entitled to any reimbursement. In line with section VIII.1. (Travel and Cancellation Insurance) of these Terms and Conditions, we urge you to purchase travel insurance which covers costs arising from such events.

### **VI.4. If We Change the Arrangements of the Tour**

#### **VI.4.1. Before Departure**

Before and during the Tour, we reserve the right to modify the arrangements and the itinerary of the Tour, with the prior notification of the Client, or if BoN is prevented from providing one of the essential elements of the Contract should local conditions or any other unexpected and unavoidable events beyond our control (force majeure), such as, any acts of God, adverse weather, natural disasters, epidemic or pandemic, strikes, bankruptcy, quarantine, acts of war, terrorism or civil disturbances, governmental edicts or regulations and any other similar event so require. If the services and accommodations offered on our Tour cannot be supplied due to causes beyond our control, we shall make all reasonable efforts to supply comparable services or inform you about such event in due course and about your right to either terminate the Contract without any cost, or to accept our modification. If you decide to terminate the Contract, we shall refund you the total amount paid within fourteen (14) days of the Contract's date of termination.

In case of modifications due to exceptional circumstances, please refer to the article on Exceptional Circumstances of these Terms and Conditions.

#### **VI.4.2. After Departure**

If, after the departure of a Passenger, a significant part of the travel services cannot be provided as specified in the Contract, please refer to the article on Complaints and the Conditions of Compensation of

these Terms and Conditions.

#### **VI.5. If We Cancel the Tour**

If we cancel the Tour under normal circumstances without encountering unexpected and unavoidable events beyond our control, you shall get a full refund including the Registration fee, too.

Regulations applicable in case of termination due to exceptional circumstances are set forth in the article on Exceptional Circumstances of these Terms and Conditions.

#### **VI.6. Exceptional Circumstances**

##### **V.6.1. If You Cancel the Tour due to Exceptional Circumstances**

Before the beginning of the Tour, you have the right to terminate the Contract if exceptional and unavoidable circumstances beyond our control (force majeure), such as, any acts of God, adverse weather, natural disasters, epidemic or pandemic, strikes, bankruptcy, quarantine, acts of war, terrorism or civil disturbances, governmental edicts or regulations and any other similar event, occurring at the destination or in the immediate vicinity thereof have a significant impact on the execution of the Contract or on the transportation of Passengers to the destination. In this case, we will grant you a voucher which can be redeemed for a future comparable tour within three (3) calendar years.

##### **VI.6.2. If We Cancel the Tour due to Exceptional Circumstances**

Despite our best efforts, due to unexpected and unavoidable events beyond our control, we may have to cancel the trip before or during the tour for your safety. We will notify all Passengers of the cancellation as soon as possible. In case of cancellation due to unexpected and unavoidable events beyond our control (force majeure), such as, any acts of God, adverse weather, natural disasters, epidemic or pandemic, strikes, bankruptcy, quarantine, acts of war, terrorism or civil disturbances, governmental edicts or regulations and any other similar event, we will not be liable to pay any compensation but will grant you a voucher which can be redeemed for a future comparable tour within three (3) calendar years.

#### **VI.7. Refunds**

In cases where you are entitled to, you shall receive a refund within fourteen (14) days from the termination date of the Contract. The refunded sum will be transferred to the account used for the initial payment.

#### **VII. ROOMS**

##### **VII.1. Non-smoking Rooms**

Smoking is strictly prohibited in any of the hotel rooms. We are not liable for any consequences and fines payable by the Passenger for the violation of this rule.

##### **VII.2. Double Occupancy**

Tour prices are based on two people sharing one room (double occupancy). Passengers sharing a room have the option of choosing between having one bed for both people (referred to as double room) or two separate beds (referred to as twin room).

##### **VII.3. Single Occupancy**

Passengers traveling alone must pay a single occupancy supplement charge, as set out under the Single Occupancy Supplement Charge article of these Terms and Conditions below, to ensure that they have a room to themselves throughout the whole tour. We regret that we cannot match Passengers who are traveling alone and wish to be paired with a roommate.

##### **VII.4. Triple Occupancy**

Special pricing is available for triple occupancy, but only in situations where the third occupant is maximum of thirteen (13) years of age and is traveling with two adult parents or guardians. This age

restriction is imposed by the hotels on our Tours due to the size of the rooms and the type of the third bed, which may be a roll-away or a fold-out sofa bed.

#### **VII.5. Single Occupancy Supplement Charge**

Passengers traveling alone are required to pay a single occupancy supplement charge. This amount is specific to each Tour departure and is not reduced by special promotions unless specifically stated.

#### **VII.6. Passengers' Compliance with Hotel Regulations**

The Client shall comply with the rules set by the hotels where the group will stay during the Tour. BoN shall not be responsible for the Client's personal belongings during the Tour. BoN shall not be liable for any loss or theft occurring during the Tour.

#### **VII.7. Extra Nights**

BoN is able to assist Passengers with extra night bookings pre- or post-tour for an additional fee, only at the hotels used during their Tour. Please contact our Travel Consultants to request a quotation from the hotel. Note that extra nights booked through us are non-refundable, therefore we highly recommend finalizing your travel plans before requesting extra nights arranged by us.

### **VIII. DOCUMENTS**

#### **VIII.1. Travel and Cancellation Insurance**

Travel insurance is not included in the Tour price. You are responsible for purchasing travel insurance that suits your needs to protect you and your travel investment against the unexpected. We are not liable for any costs due to the lack of an insurance package on your side.

We advise you to subscribe to a multi-risk insurance policy covering the consequences of cancellation or modification of the Tour, as well as an assistance policy covering specific risks, in particular the cost of repatriation in the event of an accident or illness, and baggage loss.

#### **VIII.2. Passport and Visas**

A valid passport is required for all Passengers on our Tours. A driver's license issued by your state or a passport card cannot be used for overseas travel. Per international travel regulations, your passport must be valid for at least six (6) months after the date of return from your trip. If your passport expires within six (6) months, it must be renewed prior to embarking on our Tour.

If visas or travel authorizations (such as ETA, ETIAS) are required, it is the Passenger's responsibility to obtain them and ensure that all completed applications are provided to us in a timely fashion. For information regarding travel documents and visas, please contact your Travel Agent or consular services and obtain the necessary documents well in advance before the Tour.

It is the Passenger's sole responsibility to have all mandatory documents in an electronic or printed format to present them to the respective authorities during departure and return, and also to keep these documents throughout the Tour.

#### **VIII.3. Tour Documents**

Our registered Passengers will be provided with login credentials for their own personalized MyTour page. MyTour is our secure online interface where all information required from Passengers for the finalization and details of their particular tour, including their meal plan, emergency contact information, special needs, etc., shall be recorded. Downloadable tour documents shall be made available on the Passenger's personalized MyTour page no later than four (4) weeks prior to departure. In order to protect the environment, we do not provide hard copies of documents.

## **IX. TRANSPORTATION**

### **IX.1. Motor Coaches**

Our tours are ground-based and delivered via motor coaches operated by our trusted providers. While we want our Passengers to enjoy themselves on their vacation, a strict no smoking (including also e-cigarettes) and no open alcoholic beverage container policy shall be enforced by our Tour Directors on our vehicles. Seat belts must be fastened at all times on our motor coaches. Fines imposed for the violation of the latter rule shall be borne by the Passenger. Depending on the number of Passengers on a given tour, we may introduce a daily seat rotation system. Pets or other animals are not allowed on board our motor coaches.

European Union and/or United Kingdom motor coach driving laws shall be observed at all times throughout the tours. Driving times are highly regulated in the EU and/or United Kingdom, and we ask for your understanding should those regulations affect scheduled travel times.

### **IX.2. Airport Pick-up**

Arrival time requirements at designated airports on the first day of a Tour are provided under the description of each specific Tour. We highly recommend arriving a day before the start of the Tour to decrease the risk of delayed flights. If a flight that was scheduled to arrive by the given time is delayed, we will wait one (1) additional hour after the designated pick-up time for the delayed Passengers. If delayed by more than one hour, Passengers will be required to arrange their own travel to the designated hotel. We will do everything we can to assist with these arrangements, but we will not assume responsibility for any additional costs.

### **IX.3. Airport Drop-off**

On the last day of the Tour, we will arrange one transfer with the motor coach for the group from the hotel only to the airport indicated in the Tour description. Departure time requirements at designated airports are provided under the description of each specific Tour. We are not responsible for missed transfers and there will be no refund if a Passenger misses the scheduled transfer. If a Passenger does not wish to use the transfer provided, he/she must arrange a transfer on his/her own without refund for the unused transfer.

## **X. PASSENGER CONDUCT AND PARTICIPATION**

### **X.1. Passenger Behavior**

In order to ensure the smooth operation and delivery of all Tours, we reserve the right to accept or reject the booking of any person as a Passenger. Through the booking, you and your party members agree to comply with the rules of the Tour and to follow the decisions of our staff in authority on the Tour. If you encounter any problem on the Tour, inform your Tour Director as soon as possible so that we can assist you, which may include, for instance, providing information on health or consular services, etc. If the problem is caused by you intentionally or by your negligence, we may charge a fee for that assistance.

We reserve the right to expel any person from the Tour should their behavior become unruly, disruptive or destructive for any reason to the extent of interfering with the smooth operation of the Tour or threatening the safety and well-being of our other Passengers or our staff (including excessive consumption of alcohol, and the holding or use of illegal drugs and dangerous items such as weapons).

Further, we reserve the right to immediately expel from the Tour any Passenger who has not fully and accurately disclosed a condition as required by the Health Issues, Disabilities, Reduced Mobility and Special Accommodations article of these Terms and Conditions, if such condition has resulted or may result in any form of disruption of the Tour or the Tour Director's regular duties.

Any expenses, including return travel arrangements, incurred as a result of not participating in the remainder of the Tour shall be borne by the expelled Passenger, and no refunds shall be paid to such



Passenger.

## **X.2. Children and Minors**

Due to the subject matter of the Tours and the nature of the locations we visit (burial grounds, concentrations camps, etc.) a Passenger must be at least ten (10) years of age to participate. Any Passenger under the age of eighteen (18) should be accompanied by an adult parent or legal guardian. The adult parent or legal guardian is responsible for the behavior of the aforesaid Passengers.

You must comply with local rules regarding the legal age of alcohol consumption. We are not liable for any costs or claims arising from a young Passenger's alcohol consumption under the legal age. Please note that in the European Union the legal age limit of alcohol consumption is eighteen (18) years.

## **X.3. Health Issues, Disabilities, Reduced Mobility and Special Accommodations**

If you travel with us, we must be informed of any disability, handicap, mobility, health, or dietary restriction, or any physical, emotional, or neurological condition that may affect or limit your Tour participation at the time of your registration. In order to ensure your wellbeing on the Tour we may require a medical clearance form from your doctor, particularly if you have recently undergone major surgery.

All of our Tours require walking, and some require more strenuous activities. Because every individual is different, please contact us directly to help us assess which of our Tours are right for you. You are responsible for judging your own capacity and participating in Tour activities without delaying or infringing upon the progress of the Tour or the other Passengers. If you do not contact us for help assessing your ability to participate, we will not be able to arrange any accommodations. Please be aware that requirements for restricted mobility or disability accommodations are different in Europe than in the U.S., and that businesses and public facilities in Europe may not be fully accessible to Passengers with restricted mobility or disabilities.

We regret that the tour vehicles are not equipped with wheelchair lifts or ramps. All Passengers must be able to get on and off the motor coach on their own. The limited use of a cane, walker or wheelchair may still allow you to participate in our Tours. We regret we cannot provide Passengers with wheelchairs, but we can store manual wheelchairs for Passengers bringing their own, as long as a physically able companion accompanies the Passenger to provide assistance. Passengers must inform us ninety (90) days before the start of the Tour if they will bring along a wheelchair. If you do not inform us in advance, we might not be able to provide sufficient storage space for the wheelchair. We are not able to accommodate electric wheelchairs and scooters on the tours due to the limited accessibility of a number of sites visited.

We cannot provide individual assistance to Passengers for walking, dining, toileting, dressing or other physical needs. Due to the nature of the sites we visit (tight spaces, uneven terrain, stairs and elevation, unpredictable weather conditions, etc.), a physically able companion must accompany Passengers who need such assistance and must assume full responsibility for their well-being. Any Passenger who needs such assistance but arrives without a physically able companion may be excluded from portions of the tour that include activities for which that Passenger needs assistance, or may be expelled from the Tour at our discretion. We are not responsible for any costs incurred due to nonparticipation in a Tour program, such as skipped or supplemental meals or additional transportation needed to leave or join up with the group, as a result of any disclosed or undisclosed condition or limitation.

Passengers are solely responsible for being in sufficiently good health to undertake any Tour and for taking all appropriate medical precautions, including managing the necessary vaccinations and medical testing as determined by the local policies in each destination. We cannot provide medical advice, including advice on inoculations or health requirements for particular countries. Medical

attention sought at local medical facilities is not included in the Tour pricing, and must be covered by the Passenger. We are not liable for the quality or availability of local medical assistance. Passengers are strongly encouraged to contact their family physician or public health service for travel health questions. For foreign travel, you may wish to visit the travel advisories of the Center for Disease Control at <http://www.cdc.gov/travel>.

#### **XI. COMPLAINTS AND THE CONDITIONS OF COMPENSATION**

If you have a complaint concerning any form of non-compliance regarding the travel services provided, please contact us immediately in order to solve the problem on the spot. If you believe that your complaint has not been solved appropriately, you can submit your complaint in writing by e-mail within thirty (30) days after the end of the Tour. We evaluate complaints within thirty (30) days of our receipt and strive to resolve such complaints fairly and to the Passenger's satisfaction, which may include a compensation where we deem appropriate.

#### **XII. MEALS**

Depending on the Tour type, we provide a variety of healthy and tasty meals for breakfast and dinner. We make every effort to accommodate those with health restrictions, such as diabetes, lactose or gluten intolerance, and food allergies, as well as preferences such as vegetarianism. We regret that we are not able to accommodate vegan or kosher meal plans. Please note that dietary requests must be provided to us at the time of booking and cannot be reversed during the course of the Tour. You are responsible for any additional costs incurred if you do not inform us about your special dietary needs at booking.

#### **XIII. GRATUITY**

Tips for our onboard staff (Tour Directors and Bus Drivers) are not included in the Tour price, but are a voluntary way of showing satisfaction for good service at the end of the Tour. Because we are frequently asked about the standard amount for tipping tour staff, we provide the following guideline based on the average total amount given by our Passengers: €10.00 or \$10.00 per Passenger, per Tour day. All tips are shared between the Tour Director and the Driver. Tipping of the local guides is at the Passengers' discretion. Depending on the Tour type, tipping of waiters at dinners and the hotel staff in general is taken care of by us.

#### **XIV. DATA PROCESSING**

We as the data controller may automatically process, in order to organize your Tour, some of your personal data, for instance, your name, address, phone number, email address, passport number, medical and dietary information, etc. We undertake to collect and process any personal data in compliance with any applicable regulations on the processing of such data, such as the European Personal Data Protection Regulation (EU) 2016/679 of April 27, 2016, and to limit, as much as possible, the data collected in this context. This information is necessary and is used solely for the performance of the Tour and to send newsletters on future tours and/or about our activities. Only relevant information shall be disclosed to our service providers, acting as data controllers for their own processing. We utilize data processing companies registered in the European Union for marketing and logistical activities related to our Tours. The data collected is kept for the duration of the Contract between you and us, and then for the legal minimum retention period for commercial documents.

You retain full control of your data and may in this context exercise your right of access or request deletion, a correction, or a limitation of its processing in the legal conditions provided for this purpose. You also have the right to oppose the use of your data for commercial prospecting purposes and to define guidelines concerning the use of your data in the case of your or one of your party members' passing, provided you have legal authority to make decisions on their behalf. To exercise

these rights and/or for any comments of concerns about your data, please contact us at the following address: [info@beachesofnormandy.com](mailto:info@beachesofnormandy.com). Please read our Privacy Policy for further details at: [Privacy Policy](#)

We, along with the Passengers, may take photos and videos on our Tours, including those of Passengers, which may be used by us for marketing purposes. In such event, the Passenger expressly acknowledges having granted us with:

- (1) The right to use and reproduce their image, their voice, and/or their first and last name the case may be, as contained in the photos and/or videos taken by us or by other Passengers, without compensation, for the purpose of displaying them on the Website and/or on our social media platforms for promotional and commercial purposes, without time limit;
- (2) As the case may be, the right to use, reproduce, disseminate and incorporate the photos and/or videos taken by you, without compensation, for the purpose of displaying them on the Website, our social media platforms, and/or in our commercial documentation, for promotional and commercial purposes, for the duration of the legal protection of such rights.

You may exercise your withdrawal right at any time by contacting us at the following address: [info@beachesofnormandy.com](mailto:info@beachesofnormandy.com). By booking, you acknowledge and agree not to use your photos and video recordings for commercial use without our prior express written approval.

#### **XV. OUR LIABILITY**

We are not liable for the failure of delivering the desired services properly if the failure is due to your conduct or if the damage is caused by a third party who is not involved in the provision of the travel services included in the Contract.

We cannot assume responsibility for baggage loss or damage or additional expenses incurred through delays or changes in flight schedules or transportation service. We are not responsible for injury, death, damage or loss due to mechanical defects or failure of any nature aboard buses or at accommodations or in connection with other third party services, or resulting directly or indirectly from any acts of God, weather, strikes, bankruptcy, quarantine, acts of war, terrorism or civil disturbances, governmental edicts or regulations, or any other causes beyond our control.

#### **XVI. GOVERNING LAW & VENUE FOR DISPUTES**

The validity, construction, interpretation and enforcement of these Terms and Conditions are governed by the laws of the State of Florida, excluding its laws governing conflicts with the laws of other jurisdictions. Tour participants consent and agree to the personal jurisdiction of the state and Federal courts having jurisdiction over Hillsborough County, Florida, and consent and agree that Hillsborough County, Florida, is the proper and exclusive venue for any legal proceedings relating to or arising from these Terms and Conditions or the tour services provided by BoN, and waive any right to maintain any legal proceeding in any other jurisdiction for any reason, including inconvenience of the forum.