

TERMS AND CONDITIONS

Beaches of Normandy Tours ("us," "we," or "our") provides all tours subject to these Terms and Conditions. The booking of a tour constitutes a contract with us and consent to the provisions of these Terms and Conditions. Your contract is with Beaches of Normandy Tours SAS (48 Rue de Thouays, 50480 Sainte-Marie-du-Mont, Normandy, France).

For the latest version of the Terms and Conditions please visit our website at www.beachesofnormandy.com. Any changes in the Terms and Conditions will be communicated to registered Passengers via email. The effective date of any updated Terms and Conditions will be the date they are posted on the website. This version is effective as of 01/01/2021.

I. WHAT IS INCLUDED IN THE PRICE OF YOUR TOUR?

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

Prices do not include: airfare, visa fees, travel insurance, excess baggage fees, valet service, refreshments on the bus, lunch, extra alcoholic drinks at meals (unless otherwise stated), extra hotel costs (e.g., mini-bar, pay TV, laundry, etc.), tips to the Beaches of Normandy crew, 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 or other conditions. Note that this is not an exhaustive list of the items not included in the price. In case of questions please contact us.

II. BOOKING AND PAYMENT

II.1. Booking

Reservations can be made by filling in the 'Book Now' section on our website, calling us at our toll-free number +1 800-501-3576 or sending us an email to info@normandy.com. The person making a reservation must be eighteen (18) years old at the time of booking. He/she will be responsible for the accuracy of the information provided on behalf of Passengers in the same party and 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 section below.

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.

II.2. Payment Schedules

Your payment schedule depends on the time of the booking. Regardless of the time of the booking, your reservation will be confirmed after the receipt of a non-refundable registration fee of USD 490. 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 cost of the tour is due as follows: ninety (90) days 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. Should your trip 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 will 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

	Payment due	Refundability at cancellation or changing the booking
Registration fee	Has to be paid at booking, non-refundable	Non-refundable
Tour price	Has to be paid at least ninety (90) days before the departure date of the tour	Will be refunded if you cancel or change the tour at least ninety (90) days before the tour

II.3. Payment Options

Payments can be made by credit card, debit card and international wire transfer. We accept all major credit cards: Visa, Master Card, American Express and Discover. Payments can be made online via our website. If you need any help to do the payment on our website, our Travel Consultants will assist you. We do not assess a surcharge for using a credit card. Credit card payments are made directly to our bank through a secure server, after which we receive notice of successful payment. At no point is credit card information stored by us. Please be aware the 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.

III. ROOMS

III.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.

III.2. Double Occupancy

Tour prices are based on two people sharing one room (double occupancy). Passengers who are 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).

III.3. Single Occupancy

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

III.4. Triple Occupancy

Special pricing is available for triple occupancy, but only in situations where the third occupant is a maximum of fourteen (14) 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.

III.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.

IV. PLANE TICKETS, ARRIVAL AND DEPARTURE REQUIREMENTS

There are arrival and departure requirements on all of our tours. Your Travel Consultant will inform you about the specific airports and pick-up and drop-off times associated with your chosen tour. Please consult us prior to making your final reservations.

V. DOCUMENTS

V.1. Travel Insurance

You are responsible for purchasing a 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.

V.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 are required, it is the Passenger's responsibility to obtain visas and ensure that all completed visa 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.

V.3. Tour Documents

Our registered Passengers will be provided with login information to their own personalized MyTour page. MyTour is our secure online interface where all information required from Passengers for the finalization of their particular tour, such as their meal plan, emergency contact information, special needs, etc., will be obtained. Downloadable tour documents for the tour will 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.

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 on information given via telephone until written notice has been received. Notice may be given by e-mail to: info@nrmndy.com

VI.2. If You Change Your Reservation

We are able to make certain modifications to your reservation received in writing, 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 least ninety (90) days before the departure of the tour. We make every effort to accommodate such requests; however, each request must 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 policies of any 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

The registration fee will not be refunded to Passengers cancelling a tour after registration. 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.

When you decide to postpone your tour, the price of the tour will be refunded to you if notice of tour postponement is received ninety (90) days prior to departure. In case of postponement, the registration fee paid for the original tour can be used for the later departure. If your postponement applies to a tour with a higher price, the difference between the price of the two tours will have to be covered by the Passenger. If the postponement applies to a tour with a lower price, the difference between the two tours will 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 thus the Passenger shall not receive a refund.

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

Before and during the tour, we reserve the right to modify the arrangements and the itinerary of the tour should local conditions and any other unexpected and unavoidable events beyond our control (force majeure) so require. If the services and accommodations described for our tour cannot be supplied due to causes beyond our control, all reasonable efforts to supply comparable services will be made. Accordingly, although we make all reasonable efforts to adhere to the published itinerary, we reserve the right to change or substitute any published itinerary. We will notify all Passengers of this change as soon as possible.

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 will get a full refund and we will repay the registration fee, too.

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.

VII. TRANSPORTATION

VII.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 will 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 will be borne by the Passenger. Depending on the number of Passengers on a given tour, we may introduce a daily seat rotation system.

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

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.

VII.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. After the one-hour passes, 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.

VII.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.

VIII. PASSENGER CONDUCT AND PARTICIPATION

VIII.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 provide assistance to you which may include, for instance, providing information on health or consular services, making communications, etc. If the problem is caused by you intentionally or 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 also the excessive consumption of alcohol, and the carriage and use of 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 section 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 will be paid to such Passenger.

VIII.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. Minors should be accompanied by an adult parent or legal guardian. If the minor is not traveling with their parent(s) or legal guardian, a release form signed by a parent or legal guardian is required.

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.

VIII.3. Health Issues, Disabilities, Reduced Mobility and Special Accommodations

If you travel with us, we must know at the time of your registration of any disability, handicap, mobility, health or dietary restriction, or any physical, emotional, or neurological condition that may

affect or limit your tour participation. In order to ensure your wellbeing on the tour, we may require a medical clearance form from your doctor especially if you had major surgery recently.

All of our trips require walking, and some trips require more strenuous activities. As every individual is different, please contact us directly to help us assess whether our tours are right for you. You are responsible for judging your own capacity and to be able to do tour activities without delaying or infringing upon the progress of the trip 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 appropriate 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 those bringing their own, as long as a physically able companion accompanies the Passenger to provide assistance. Passengers must inform us before 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, walking on uneven terrain, lots of stairs, dependent on 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 also getting the necessary vaccinations. We cannot provide medical advice, including advice on inoculations or health requirements of particular countries. Medical attention must be sought at local medical facilities at the Passenger's expense. 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 website of the Center for Disease Control at <http://www.cdc.gov/travel>.

IX. COMPLAINTS AND THE CONDITIONS OF COMPENSATION

If you have a complaint on the tour, please contact your Tour Director as soon as possible in order to solve the problem on the spot. If you deem that it has not been solved properly, 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.

X. MEALS

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, or 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.

XI. 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 trip. 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, which is shared between the Tour Director and the Driver. Tipping of the local guides is at the Passengers' discretion. Tipping of waiters at dinners and the hotel staff in general is taken care of by us.

XII. DATA PROCESSING

In order to organize your tour, we will need to use some of your personal data, for instance, your name, address, phone number, email address, passport number, and medical, dietary information, etc. We will process your information in line with the provisions of the General Data Protection Regulations (GDPR) of the European Union. Only relevant information will be disclosed to our service providers. We utilize data processing companies registered in the European Union for marketing and logistic activities related to our tours.

Photos taken and videos recorded on our tours, including those of and by Passengers, may be used by us for marketing purposes for free, unless otherwise requested in writing. With the booking, you agree not to use your photos and video recordings for commercial use without our express approval.

Please read our Privacy Policy for further details at: Privacy Policy. If you have any comments or concerns about the use of your data, please contact us at: info@nrmndy.com

XIII. LIMITATION OF LIABILITY OF BEACHES OF NORMANDY TOURS

We are not liable for the failure of delivering the desired services properly if the failure is due to your conduct. 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, illness, 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, natural disasters, epidemic or pandemic, strikes, bankruptcy, quarantine, acts of war, terrorism or civil disturbances, governmental edicts or regulations, or any other unexpected and unavoidable causes beyond our control (force majeure). We are not responsible for any activities organized by you independently of our tour. Our liability, except claims involving death, injury or illness, shall be limited to twice the price of the tour.

XIV. GOVERNING LAW & VENUE FOR DISPUTES

The validity, construction, interpretation and enforcement of these Terms and Conditions are governed by the laws of France.