

# TERMS AND CONDITIONS

Procom America, LLC ("us," "we," or "our") provides all tours subject to these Terms and Conditions. Your booking of a tour constitutes consent to the provisions of these Terms and Conditions.

## INCLUSIVITY

Prices presented are in US 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 departure. What is included in the tour cost is specified under each tour.

Prices do not include: airfare (unless otherwise stated), travel insurance, excess baggage fees, valet service, extra alcoholic drinks at dinner, extra hotel costs (e.g., consumption from the mini-bar, pay TV, laundry services, etc.), or costs resulting from a tour participant failing to arrive at the pick-up location on time.

## ROOMS

### Double Occupancy

Our tour prices are based on two people sharing one room (double occupancy). Tour participants 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).

### Single Occupancy

Tour participants 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.

### Triple Occupancy

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

## SINGLE OCCUPANCY SUPPLEMENT CHARGE

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

## PLANE TICKETS AND ITINERARIES

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. Be sure to consult us prior to making your final reservations. We are not responsible for costs incurred for modifying flight reservations unless the tickets were booked upon the advice of our travel consultants. Tour participants are welcome to secure their own tickets but can also contact our travel consultants for assistance.

## TRAVEL INSURANCE

Travel insurance is not included in the tour price. Purchase of a travel insurance package is highly recommended. Travel insurance packages are available that cover emergency medical costs while abroad, lost luggage, and refunds for last minute cancellation. Contact our travel consultants if you need assistance with purchasing travel insurance.

## PASSPORT AND VISAS

A valid passport is required for all tour participants 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 6 months after the date of return from your trip. If your passport expires within 6 months, it must be renewed prior to embarking on our tour.

For U.S. citizens, the only tour that requires a visa is the Eastern Front Tour, which involves travelling to Russia. Visas may be required for non-US citizens to other countries as well. If visas are required, it is the tour participant's responsibility to ensure that all completed visa applications are provided to us in a timely fashion.

## TOUR BOOKINGS

Reservations can be made by filling in the Ready to Book section on our website, calling us at our toll-free number 1-888-335-1996, or sending us an email to [info@procomtours.com](mailto:info@procomtours.com). A completed registration form must be returned. A booking number will be issued and a written confirmation of the booking will be sent by our travel consultants upon payment of the amount required at booking pursuant to the Payment Schedules section below.

## PAYMENT SCHEDULES

Your payment schedule depends on the type of price applied to your booking based on either your request or the time when the booking is made.

If a booking is made at the list price, a place on the tour is reserved upon receipt of the registration form and ten percent (10%) deposit at the time of booking. The deposit is credited against the total tour cost. The cost of the tour is due as follows: ten percent deposit (10%) 90 days before departure; an additional fifty percent (50%) 60 days before departure; and the remaining forty percent (40%) balance 30 days before departure.

If a booking is made at the layaway price, a place on the tour is reserved upon receipt of the registration form and ten percent (10%) deposit at the time of booking. The deposit is credited against the total tour cost. The remaining balance must be settled three months prior to departure.

Payment of the balance will be accepted within 10 days after this deadline with an additional late fee in the amount of ten percent (10%) of the tour cost. If the full balance and late fee are not paid within such 10-day period, the booking will be automatically cancelled and the deposit will be forfeited in accordance with the "Changes in Reservation, Cancellation and Refunds" section. An individual payment plan is available and can be negotiated at the time of booking when the layaway rate is applied.

Our early bird price is available to those who book by January 31 of the tour year and complete payment at the time of booking.

Prices reduced by a special promotion or discount (other than the layaway price) are due in full at the time of booking and will be stated as such in the conditions of the promotion. Please note that all tour discounts and other reductions in tour cost must be applied prior to

final tour billing and are not retroactive. We are not responsible for any unclaimed discounts or monies once final billing occurs.

## PAYMENT OPTIONS

Payments can be made by check or credit card.

Checks (personal, cashiers or bank-issued) should be made payable to Procom America LLC and sent to our office address: 811 Corporate Drive Suite 108, Lexington, KY 40503.

Returned checks will be subject to a returned check fee of \$50.

We accept all major credit cards: Visa, Master Card, American Express and Discover. Payments can be made over the phone or online with a personalized transaction code issued for each transaction by our travel consultants. Payments made by credit card are deposited into an escrow account at our US-based bank. 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 available to 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.

Personal customer data is required only to guarantee tour booking. This data is held on a secure server for 30 days following the end of the journey, after which the data is deleted unless the tour participant authorizes otherwise.

## CHANGES IN RESERVATION, CANCELLATION AND REFUNDS

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 tour participant with due notice. 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.

Tour participants cancelling a tour after registration will be subject to a cancellation fee of \$350 per person. Notice of cancellation must be received in writing by us more than 90 days prior to departure for a full refund (less cancellation fee).

If cancellation is received by us between 90 and 60 days of the departure date, the tour participant will forfeit ten percent (10%) of the tour cost. If cancellation is received by us between 30 and 60 days of our departure, the tour participant will be responsible for fifty percent (50%) of the tour cost. If cancellation is received by us less than 30 days before the departure date, the tour participant shall be responsible for the total cost of the tour and shall not receive a refund.

Tour postponement by the customer shall be treated the same as cancellation. Certain special promotions and offers are non-refundable, and will be clearly stated as such.

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: (i) by mail to 811 Corporate Drive Suite 108, Lexington, KY 40503; (ii) by e-mail to [info@procomtours.com](mailto:info@procomtours.com); or (iii) by fax to 1-866-391-4778.

All refunds are issued by check payable to the registrant regardless of the source or form of the original payment.

## COMPLAINTS, METHOD AND CONDITIONS OF COMPENSATION

Tour participants can submit any complaints in writing by e-mail or post within thirty days after the end of the tour. We consider and evaluate complaints within thirty days of our receipt and endeavor to resolve such complaints fairly and to the tour participant's satisfaction, which may include a partial or total refund where we deem appropriate.

## TOUR PARTICIPANT CONDUCT

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 tour participant. 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 tour participants or our staff. Further, we reserve the right to immediately expel from the tour any participant who has not fully and accurately disclosed a condition as required by the Physicality, Disability, 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 manager's regular duties. Any expenses incurred as a result of not participating in the remainder of the tour shall be borne by the expelled tour participant, and no refunds will be paid to such participant.

## 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 tour participant must be at least 10 years of age to participate.

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

## PHYSICALITY, DISABILITY, AND SPECIAL ACCOMMODATIONS

If you travel with us, we must know at the time of your registration of any disability, handicap, 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.

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 tour participants. 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 disability accommodations are different in Europe than in the US, and that businesses and public facilities in Europe may not be fully accessible to participants with disabilities.

We regret that the tour vehicles are not equipped with wheelchair lifts or ramps. All tour participants 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 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 tour participants for walking, dining, or other physical needs. A physically able companion must accompany tour participants who need such assistance and must assume full responsibility for their well-being. Any tour participant 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 participant 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.

Tour participants are solely responsible for being in sufficiently good health to undertake any tour and for taking all appropriate medical precautions. We cannot provide medical advice, including advice on inoculations or health requirements of particular countries. Participants 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 web site of the Center for Disease Control at [www.cdc.gov/travel](http://www.cdc.gov/travel).

## TRANSPORTATION

Our tours are ground based and delivered via motor coaches operated by our trusted providers. While we want our tour participants to enjoy themselves on their vacation, a strict no smoking and no open container policy will be enforced by our tour managers on all of our vehicles.

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.

## AIRPORT PICK-UP

Tour participants must arrive at the designated airport by 12PM local time on the first day of the given tour. If a flight that was scheduled to arrive by the given time is delayed, we will wait one additional hour after the designated pick-up time for the delayed tour participants. After the one hour passes, participants 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.

## AIRPORT DROP-OFF

On the last day of the tour, we will arrange a transfer from the hotel to – and only to – the major international airport in the final city of the tour for the tour participants' return flights. The latest transfer to the airport will depart the hotel no later than that hotel's check-out time.

## MEALS

We provide a variety of healthy and tasty meals for breakfast, lunch 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.

## GRATUITY

Tips for our onboard staff (tour managers and bus drivers) are not included in the tour price, but are a voluntary way of showing satisfaction for good service. 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 tour participants: 10.00 or \$10.00 per tour participant, per tour day.

## TOUR DOCUMENTS

Our registered tour participants will be provided with login information to their own personalized My Trip page. My Trip is our secure online interface where all information required from participants for the finalization of their particular tour, such as their meal plan, emergency contact information, etc., will be obtained. Travel kits and documents for the tour are also made available on the tour participant's personalized My Trip page in the months leading up to the tour but no later than 4 weeks prior to departure.

Upon joining up with the tour manager and the group, passengers will also be provided with additional printed materials, such as ID tags, maps and a collection of essays in a welcome bag, and optional promotional merchandise that will further enhance their tour experience and immersion in the historical period.

## ITINERARY CHANGES AND DELAYS

We reserve the right to modify the itinerary should road conditions, traffic, unexpected detours or local conditions beyond our control 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 tour participants of this change as soon as we are aware of it.

## DATA PROCESSING

We utilize data processing companies registered in the European Union for marketing and logistic activities related to our tours. Please read our Privacy Policy for further details at: [http://www.beyondbandofbrothers.com/privacy\\_policy](http://www.beyondbandofbrothers.com/privacy_policy). If you have any comments or concerns about the use of your data, please contact us at [info@procomtours.com](mailto:info@procomtours.com) or 1-888-335-1996.

## RESPONSIBILITY OF PROCOM AMERICA LLC

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.