



Birding Languedoc

Terms & Conditions

Birding Languedoc, La Nature du Sud & Envie de Voyages

1. **Birding Languedoc** is a brand of the non-profit organisation "**La Nature du Sud**" registered in Narbonne 11100. **Birding Languedoc** tours are sold by the bonded travel agency "Envie de Voyages".

The contract

2. When you return your signed "Envie de Voyages" *booking form* (entitled "BULLETIN D'INSCRIPTION – CONTRAT DE VENTE") and pay your deposit you are entering a contract with the bonded travel agency "Envie de Voyages" (hereafter referred to as EDV) whose registered address is 6 rue de la Parerie, 11100 Narbonne. This means that you agree to the present terms and conditions and EDV agrees to operate your tour as described on the Birding Languedoc website (www.birdinglanguedoc.com). The contract is governed by French law and is subject to the jurisdiction of French courts.

Tour price

3. The published tour price is per person, unless otherwise indicated. It includes the services and provisions stated in the tour details on the website, a copy of which will be sent with the *booking confirmation*. The tour price also includes membership of the non-profit organisation "La Nature du Sud" and all clients will participate in the tour as members of LNDS. The tour price does not include the cost of any additional services provided at the request of the tour participants by Birding Languedoc or by third parties. The published tour price is based on the prices and taxes that were known to the tour organiser at the time of its publication.

Bookings

4. When we receive your *booking enquiry*, we will acknowledge receipt and forward it to EDV. EDV will then send you a *booking form to sign and return*, which indicates when and how to pay the deposit and the balance. Your place on the tour is only ensured once EDV has received a) your signed booking form (online or paper), **and** b) a deposit for 30% of the total tour price. We also need proof of your holiday insurance policy. Once the signed *booking form* has been received by Birding Languedoc, the tour participant is bound by this contract. We reserve the right to decline a booking at our own discretion.

Deposits

5. A deposit equal to 30% of the tour price must be paid in order to confirm your booking. The deposit will only be refunded at our discretion or if we cancel the tour due to low numbers of clients or other unforeseen circumstances. It is essential that clients take out cancellation insurance prior to paying the deposit in order to cover the cost of the deposit should you not be able to participate in the tour.

Balances

6. The due date for the balance of the tour will be indicated on your EDV *booking form*. The balance must be paid no later than 10 weeks before the starting date of the tour. Late bookings can be accepted within this time if the full payment is made on booking. Should the balance fail to reach EDV by the date specified on your *booking form*, we reserve the right to cancel your booking without refund.

Cancellation

7. You may cancel your booking at any stage. All cancellations must be made in writing, and will be deemed to have been made on the date we receive the written cancellation. In the event of cancelling after the full balance is due, the following cancellation charges will apply:

<u>Days before departure</u>	<u>Cancellation charge</u>
70 to 43 days	50% of the total amount of the balance
42 to 22 days	75% of the total amount of the balance
21 days or fewer	100% of the total amount of the balance

We highly recommend that you take out cancellation insurance before you pay your deposit, in order to cover your deposit and cancellation charges if you are unable to take part in the tour for medical or other unavoidable reasons. **No exceptions will be made for invalid travel documentation.**

8. Our stated minimum number of clients per group is six. We may however, decide to operate a tour with less than the stated minimum number of clients. Please note, however, that we cannot accept cancellations without loss of deposits simply because the tour is running with fewer clients than expected. The operation of all tours is subject to minimum numbers being achieved at least 9 weeks prior to departure. If a tour is under-booked at that time, we may defer cancellation, but we will confirm that the tour is running no less than 6 weeks prior to departure. Please note that leaders may have to be substituted on occasion.
9. If circumstances force you to leave a tour early or follow a separate itinerary, you will have to bear any extra costs involved, although these may be covered by your travel insurance.

Payments

10. All payments must be made by bank transfer. These can be made using a direct debit or a credit card via the link provided or directly to the bank account mentioned on the *booking form*, which serves as an invoice both for the deposit and for the balance. All payments must be made in Euros and all bank charges paid by the client so that the full amount shown on the booking form is transferred to the “Envie de Voyages” travel agency.

Tour alteration

11. If we are forced to cancel for any reason, we will refund the full amount you have paid us for that tour. Refunds will be made for the amount received in Euros and to the account from which the funds were received unless otherwise requested.
12. The tour descriptions and itineraries on the website and in your booking form attachments are meant only as a guide. Please note that our itineraries do not constitute contracts and we reserve the right to change them at any time for emergency, logistical or other reasons so long as these alterations are in keeping with the nature of the tour. We also reserve the right to substitute the leader(s) if necessary. We will not be held liable for any loss whatsoever caused as a result of any delay or alteration.
13. We reserve the right to change any of the prices in this brochure or on our website at any time before we enter into a contract with you. We will notify you before we enter into such a contract.
14. Special requests must be advised to us on the booking form. We will advise the relevant suppliers of your requirements but cannot guarantee that such requests will be met. Furthermore, we have no liability if such requests are not met.

Surcharges

15. The prices of our tours are calculated well in advance, and unexpected cost increases sometimes occur. Rather than cancel the tour, or not accept a booking, we may have to levy a surcharge on the tour price on the following items: governmental action, fuel and increases in transfer and other transport costs during the tour. Clients will be given advance warning of such surcharges and will have the option of cancelling their booking.

Important

16. Clients must observe any instructions given by our tour leaders with regards to logistics, safety and conservation. Failure to do this could lead to dismissal from the group, as could any behaviour that, in the opinion of the leader, is severely detrimental to the safety, welfare and enjoyment of other members of the group.
17. In the event of a client being dismissed from a tour, no refund will be made and the client must bear any extra expenses involved in returning home under these circumstances.
18. We regret that participants may not bring pets on the tours.
19. We ask clients not to smoke in any vehicle we use or in any public or private indoor space, when in close company with other members of the group, or anywhere where there may be a fire risk.
20. We reserve the right to take photographs during the operation of our tours, and to use the resulting images for promotional purposes.
21. By booking with us, tour members agree to allow their image to be used in this way; clients who wish their image not to be used must inform us in writing prior to the tour.

Birding *Languedoc* trips are part of the Escapades Occitanes catalogue sold by “Envie de Voyages”

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Single rooms

22. We will always try to accommodate clients who request single rooms, but this is not always possible, and clients may be asked to share for all or part of the tour. In this case we will of course not charge the single room supplement for the portion of the tour where the room is shared. We will also try to accommodate clients travelling on their own but wishing to share, but if there is no other single person on the tour willing also to share we will have to charge the single room supplement.

Responsibilities and liability

23. All participants are responsible for carrying valid travel documentation with them at all times.
24. We will accept responsibility should the services we are contractually obliged to provide prove deficient or not of reasonable standard.
25. All claims with respect to paragraph 24 shall fall within the exclusive jurisdiction of the French courts.
26. Where we have complied with our responsibilities set out in paragraph 24 we will accept no liability in respect of death or physical injury unless resulting from proven negligence; loss or damage to goods; loss, damage, or delay or misdirection of your luggage or effects; the liability being limited in accordance with the International Convention subject to which such carriage is performed.
27. We will accept no liability in respect of losses or additional expenses incurred as a result of transport delays, sickness, weather, war or other political crises, strikes, acts of God or other events which amount to force majeure. All such losses or additional expenses will be borne by the client.

Disabilities and medical conditions

28. If any client suffers from any disability or medical condition that may affect the running of the tour, they must provide us with full details at the time of booking. We reserve the right to cancel a booking and impose the appropriate cancellation charges if such details are not provided. We further reserve the right to decline any booking whenever we feel unable to accommodate the particular needs of a client on that trip.

Your safety, travel advice and insurance

29. For clients who are residents of European Union member states, we recommend that you obtain a [European Health Insurance Card](#) and that you carry this with you during your trip. An EHIC gives you access to state healthcare in other EEA countries and Switzerland at a reduced cost or sometimes for free.
30. Good travel insurance is essential before departing on any overseas trip and it is the responsibility of the client to ensure that their travel insurance policy covers any cancellation charges that may be incurred if the client is obliged to cancel their trip and any medical or repatriation costs.
31. In common with most other operators, **we insist that participants are fully insured** before joining one of our tours. Proof of this must be supplied with the booking form. Such proof is received in good faith and it is not our responsibility to check the details of cover provided in each policy.

Financial protection

32. All monies paid (deposits and balances) are fully protected as part of the financial guarantee required by French law as part of the registration and licensing process for travel agencies selling packaged tours.

Complaints

33. Please notify your tour leader of any complaint as soon as possible in order that we may assist you. If the complaint is not dealt with to your satisfaction there and then, the nature of the complaint should be stated, in writing, as soon as possible within 28 days of the completion of the tour. We will not be under any liability in respect of claims of which we are not notified in writing within 28 days of the date scheduled for your return.