



Birding Languedoc

Terms & Conditions

Birding Languedoc, La Nature du Sud & Authentic France

1. Birding Languedoc is a brand of the non-profit organisation "La Nature du Sud" whose registered address is: c/o S.Laplace, 10, rue du Moulin, 11440 Peyriac de Mer. Birding Languedoc tours are sold by bonded travel agency "Authentic France".

The contract

2. When you complete our booking form you are entering a contract with the travel agency "Authentic France" whose registered address is 61, Ave de Narbonne, 11220 St Laurent de la Cabrerisse. In signing the Sales Contract you are agreeing to the present terms and conditions. Written confirmation of your booking means that Authentic France agrees to operate your tour as described on the Birding Languedoc website (www.birdinglanguedoc.org). The contract is governed by French law and is subject to the exclusive jurisdiction of the 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. All Birding Languedoc tour prices include membership of the non-profit organisation "La Nature du Sud" (LNDS) and clients will participate in the tour as members of LNDS. 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 request form, we will acknowledge receipt. As soon as the trip is confirmed we will send you the Sales Contract between yourself and Authentic France. This document serves as an invoice, indicating when the deposit and the balance are due. Bookings will be confirmed once we have a) received your signed copy of the Sales Contract (scanned / email or on paper), and b) a deposit for 30% of the total tour price. We also need proof of your holiday insurance policy. Once the Sales Contract is signed, 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 to cover the cost of the deposit should you not be able to participate in the tour.

Balances

6. The balance must be paid no later than 6 weeks before the starting date of the tour. Late bookings can be accepted within this time if the full payment is made on booking. Your invoice will state when the balance is payable. Should the balance fail to reach us by the date specified on your invoice, we reserve the right to cancel your booking without refund.
7. Cancellations must be notified in writing and will be deemed to have been made on the date we receive written notification. In the event of cancelling after the full balance is due, the following charges will apply:

<u>Days before departure</u>	<u>Cancellation charge</u>
56 to 36 days	50% of the total amount of the balance
35 to 22 days	75% of the total amount of the balance
21 days or fewer	100% of the total amount of the balance

We 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 63 days 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.

Birding Languedoc office address : La Rassada, Route d'Opoul, 11510 Feuilla • France

+33 (0) 468 42 82 56 • info@birdinglanguedoc.com • www.birdinglanguedoc.com

Birding Languedoc is a brand of non-profit organisation "La Nature du Sud" registered in 11100 Narbonne

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. These can be made using a direct debit or a credit card via the link provided with the trip confirmation or directly to the bank account indicated on Sales Contract. The Sales Contract also serves as an invoice and indicates the due by dates for the deposit and for the balance. All payments are to be made in Euros and all bank charges to be paid by the client.

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 are meant only as a guide. Please note that the itineraries as advertised on our website 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. Similarly, we reserve the right to change the accommodation if necessary. The final decision for any change rests with our office or our experienced tour leader(s) who are often best placed to assess the situation 'on the ground'. 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 forewarned of such surcharges and given 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 our declining to retain a client during 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.

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, including whatever documentation may be required for overseas citizens entering France with regards to the current COVID regulations.

Birding Languedoc trips are sold by "Authentic France"

AUTHENTIC France sarl au capital de 5 500 € - 61, Avenue de Narbonne, 11220 Saint Laurent de la Cabrerisse Tél : +33 4 68 27 43 34

Immatriculation Atout France : IM011160003 - RCS Narbonne : 818284382 – Siret : 81828438200020

Code NAF : 79.11Z – N°TVA Intracommunautaire FR50 818 284 382- RCP : Groupama no 414 88776 0001

Garantie Financière : Groupama Assurance – Crédit & Caution, 8-10 Rue d'Astorg, 75008 Paris, France

Birding Languedoc : +33 (0) 468 42 82 56 • info@birdinglanguedoc.com • www.birdinglanguedoc.com

24. We will only 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 particular client on that trip.

Your safety, travel advice and insurance

29. If you have a [European Health Insurance Card](#) we recommend that you carry this with you while traveling in the EU. 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 according to the present contract if the client is obliged to cancel their trip.
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 we will not check the details of cover provided in each policy.

Financial protection

32. All monies paid (deposits and balances) by the client are fully protected by the financial guarantee held by **Authentic France** as required by French law as part of the registration and licensing process for tour operators selling packaged tours. This guarantee protects your money in the unlikely event of Birding Languedoc or Authentic France not being able to provide the services as set out in the tour description attached to the booking confirmation.

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.

Birding Languedoc trips are sold by “Authentic France”

AUTHENTIC France sarl au capital de 5 500 € - 61, Avenue de Narbonne, 11220 Saint Laurent de la Cabrerisse Tél : +33 4 68 27 43 34

Immatriculation Atout France : IM011160003 - RCS Narbonne : 818284382 – Siret : 81828438200020

Code NAF : 79.11Z – N°TVA Intracommunautaire FR50 818 284 382- RCP : Groupama no 414 88776 0001

Garantie Financière : Groupama Assurance – Crédit & Caution, 8-10 Rue d'Astorg, 75008 Paris, France

Birding Languedoc : +33 (0) 468 42 82 56 • info@birdinglanguedoc.com • www.birdinglanguedoc.com