

# THE LOCAL BIRD

## TERMS AND CONDITIONS (June 20th, 2016)

**IMPORTANT NOTE** : Please read these Terms and Conditions carefully. All bookings and activities through **The Local Bird** Incoming Agency are subject to the French version of these Terms and Conditions, which effect your legal rights and are binding to you.

**ARTICLE 1 - DEFINITION** : **The Local Bird**, a French SAS (Société Anonyme Simplifiée) – share capital 9450€ - whose headquarter is located 303 rue de Genévriers 74330 Poisy (France) and registered by the Commercial Registry of Annecy (France) under SIREN Number 819 526 260 is an Incoming Agency under the French Law, with registration number 74160008 to the Travel Operators Registry delivered by Atout France. **The Local Bird** benefits of a financial coverage delivered by APST, 15 Avenue Carnot, 75017 Paris - France

As a Tour Operator and Incoming Agency, **The Local Bird** creates and organizes customized trips for **Travelers**, individuals, groups or professionals, based on experiences and activities shared with local professionals or practitioners (**the Insiders**).

The Local Bird is also duly covered for its Professional Liability risks, by an insurance policy delivered by Hiscox Europe Underwriting Ltd, 19 rue Louis le Grand, 75002 Paris.

**The Local Bird** : A French Corporation (SAS), acting as a Travel Operator and Incoming Agency

**Insider(s)** : Professionals or Practitioners of various activities deeply inserted in their local territory.

**Traveler(s)** : Visitors from any origin, wishing to discover the Alps Region discovering and/or practicing various activities and booking these activities through a Travel Planner acting on behalf of **The Local Bird**.

**Travel Planner(s)** : Travel counsellor in charge of the organisation of customized trips, establishing the link between **Travelers** and **Insiders**.

**The Local Bird website** : Registered under [www.thelocalbird.com](http://www.thelocalbird.com), Internet website, belonging to **The Local Bird**.

### ARTICLE 2 – SERVICES DESCRIPTION

**The Local Bird** offers and commercializes three different categories of services :

- Sale of activities or travel services only under the « **What to Do** » package.
- Sale of travel packages for individuals or private groups under the « **Take it Easy** » and « **Peace of Mind** » package.
- Sale of **Group travel packages**, gathered by The Local Bird and generally comprizing 4 to 10 participants.

A travel package service covers the delivery of the combination of at least two components amongst transportation, lodging or other tourist services non complementing the transportation or lodging,

representing a significant part of the offered package ; the duration is above 24 hours or include at least one night ; the package is offered on an « all included » pricing scheme.

### **ARTICLE 3 - BOOKING OF ACTIVITIES - MODIFICATION – CANCELLATION - CONTRACT**

**3.1 BOOKING :** Using **The Local Bird website**, the **Traveler** is invited to fill in a « Wish List » expressing his intent to participate to one or more activities offered by **The Local Bird**. The **Traveler** also indicates the date(s) on which he intends to participate. Generally within 48 hours, one of **The Local Bird's Travel Planners** will send, via e-mail, a proposal containing a quote for the offered activity, the date confirmed by the **Insider** as well as the price, fixed and submitted to possible adjustments as described in Article 7 hereunder.

The **Traveler** formally accepts the proposal, which has a limited validity, and settles the agreed price within 5 working days. When this is done, the contract between **The Local Bird** and the **Traveler** is concluded. This contract also binds the **Insider** for the activity described on **The Local Bird** proposal on the agreed date.

The price agreed is to be paid by means described by **The Local Bird website**. The whole agreed price is to be paid at once.

Each of the **Insiders** is responsible for the due execution of the activity he is in charge of as described on **The Local Bird website** and agreed through the acceptance of the above said proposal. If the price is not paid as requested by **The Local Bird**, the contract will be cancelled and neither **The Local Bird** nor the **Insider** will be forced to execute it.

### **3.2 MODIFICATION :**

- « **What to Do** » package :

The **Traveler** can decide to modify any element of the contract no later than 2 days before the start of the activity. In that case a charge of 20% of the agreed price will be applied. If the **Traveler** decides to book another activity, the 20% charge will be added to the price of the new activity.

- « **Take it easy** », « **Peace of Mind** » and « **Group** » package :

**Modification before the start** : Any modification of an element of the tour after the acceptance of the proposal and before the emission of the transportation tickets will generate the invoicing of 5% of the modified element, with a minimum charge of 50 Euros. Any modification of a transportation arrangement or request to change the name of part of the name of a traveller will be considered as a full cancellation of the said traveller and generate a new booking for this traveller.

**Modification after the start** : Any modification and / or additional travel component during the travel will be charged directly to the **Traveler** requesting the said modification. If non settled the extra component will not be organized.

### **3.3 CANCELLATION :**

Any component (transportation, tours, lodging...) of the travel arrangement which will not be used will not be refunded.

- **What to Do package :**

Cancellation of the contract by the Traveler is possible in the following conditions :

- More than 7 days before the start of the activity : Forfeit 20% of the agreed price.
- Between 7 days and the day before the start of the activity : Forfeit 30% of the agreed price.
- The day before the start of the activity : Forfeit 50% of the agreed price.

- **Take it easy, Peace of Mind and Groups package :**

Cancellation of the contract by the Traveler is possible in the following conditions :

- More than 60 days before the start : Administrative fees will be retained,
- Between 60 and 46 days before the start : same as above + 30% of agreed price will be retained,
- Between 45 and 30 days before the start : same except 50% instead of 30% of agreed price,
- Within 30 days before the start : The whole price incl. Administrative fees will be retained.

## **ARTICLE 4 – AIR TRANSPORTATION**

### **4.1 – Airlines**

**The Local Bird** communicates to the Traveler at the time of the proposal the names and contacts of the Airlines know at that dates, which can transport them. If modified after the proposal, the new identity and contacts will be communicated as well. The Local Bird will check the fact that all airlines heading to the French territory will be duly authorized to do so by the French authorities. A list, published by The European Union, of banned air transporters is published on [http://ec.europa.eu/transport/air-ban/list\\_fr.htm](http://ec.europa.eu/transport/air-ban/list_fr.htm).

Airlines do not refund fuel overcharges for non refundable air tickets. The possibility to refund, or not, air tickets will be specified at the moment of the booking. Airport taxes on unused air tickets will be refunded upon request (article L113-8 French Code of Consumption).

### **4.2 - Conditions of transportation**

Terms & conditions applied by each airline are available on the said airline's website or upon request. According to the Warsaw Convention, all airlines are authorized to modify without notice, their timetables, routes, as well as departure and destination airports. In case of modification by the airline, namely for causes independent from The Local Bird's competence, such as delays, cancellations of flights, aircraft or routes changes, weather related or political events, the Traveler decides to cancel his participation to the planned trip, the cancellation fees described by article 3.3

above will apply. Additional expenses such as taxis, hotels, other transport, food...will not be refunded provided the Traveler will activate the airline's responsibility.

In case of incident, such as delay, baggage loss or damage, impossibility to board due to overbooking, and/or cancellation of the flight by the airline, **The Local Bird** recommends that the **Traveler** keeps in his possession all justifications, such as tickets, boarding passes, baggage coupons and solicitate if needed a document confirming the event in case of overbooking or cancellation (the Documents). The **Traveler** will then, in the shortest possible time, forward copy of the said Documents to the airline, to exercise his rights, keeping the originals of the Documents by himself.

#### **4.3 Travel before the start and after the trip or activity**

If the **Traveler** organizes on her/his own, her/his travel to the place where the trip or activity agreed with **The Local Bird** starts, **The Local Bird** recommends that the Traveler purchases refundable travel tickets and allows sufficient transfer times from airport / train station. In case Force Majeure, an unpredictable or unsurmountable event, attributable to a third party or to the **Traveler** himself, would lead the **Traveler** to modify the agreed trip or activity, **The Local Bird** would not reimburse the corresponding component(s) of the agreed trip or activity.

#### **ARTICLE 5 – CANCELLATION OF GROUPS PACKAGES DUE TO UNSUFFICIENT NUMBER OF PARTICIPANTS**

Exceptionally, **The Local Bird** may be forced to cancel a « Group package » if the number of booked participants is less than the minimum indicated in the corresponding activity description on **The Local Bird website** or other communication tools or items. In that case, **The Local Bird** would reimburse the total amount of the price agreed and paid individually to all **Travelers**. While doing so, **The Local Bird** would also do the maximum to propose and offer substitute activities.

#### **ARTICLE 6 – WITHDRAWAL**

Applying Article L 121-21-8 of the French Code of Consumption, all of offers made and commercialized by **The Local Bird** are not submitted to the right of withdrawal described by Articles L 121-21 and followings of the said Code, covering on line sales.

As a consequence, all purchases made via **The Local Bird website** are exclusively and only submitted to the cancellation procedures described by the current Terms and Conditions and in no case will the **Traveler** be able to pretend to benefit from a withdrawal possibility.

#### **ARTICLE 7 – PRICE VARIATION - PACKS**

At the time of the agreement and request for payment by **The Local Bird**, the price of the package is fixed, definitive and in Euros. Following the French regulation regarding VAT applicable to Travel Agents, **The Local Bird's** invoices do not display the VAT collected on components acquired by **The Local Bird** from third parties. **The Local Bird** therefore includes in its invoices an amount titled

« Services » displayed in the proposal, representing 20% of the total of the prices of activities and services.

However, according to the French law, The Local Bird can be in position to modify its Packages prices and programs, only to take into consideration :

- The variation of transportation costs, linked in particular to the evolution of fuel costs.
- The variation of fees and taxes such as airport taxes for embarkation and disembarkation.

In case of modification of the price in the above mentioned cases, **The Local Bird** will inform the **Traveler** at least 30 days before the start of the trip. If one or more **Travelers** registered on the same trip decide to cancel their participation, the trip will be maintained if the remaining participants accept to pay the extra charge. The Travelers who will refuse paying the extra charge will be considered as cancelling, with application of Article 3.3 hereabove.

**ARTICLE 8 - AVAILABILITY OF ACTIVITIES :** As **The Local Bird** promotes and offers inside activities together with professionals and individuals who may not belong to the Tourist industry, the activities are submitted to the Insiders availability and their welcome capacity at the moment of the booking by the **Traveler**. Therefore, **The Local Bird** cannot be made liable if one or the other activity is not available at the moment requested by the **Travelers** in his Wish List.

Also, some of the activities offered by **The Local Bird**, especially outdoor activities, are subject to appropriate weather conditions, in particular for safety reasons ; The **Insiders** are the sole deciders of the possibility to hold the activities as initially offered and agreed with **The Local Bird**.

In case one activity cannot be organized due to weather conditions or for other external reasons, the **Insider** offers the **Traveler** other possible schedules. If no agreement can be found on the said schedules, the **Local Bird** will cancel the booking and totally refund the **Traveler**.

## **ARTICLE 9 – LIABILITIES :**

**9.1 GENERAL LIMITATIONS :** **The Local Bird** cannot be rendered liable in the following occurrences :

- Loss or theft of air transport tickets (as the airlines usually do not deliver copies),
- Lack of presentation of presentation of invalid ID or health documents, or of documents with insufficient validity in relation with the duration of the trip ; in case of non checking in time or non-boarding by the Traveler, no refund will be possible.
- Unpredictable or unmanageable events due to third parties, such as : wars, conflicts, political unrest, strikes and technical incidents external to **The Local Bird**, traffic control issues, delays (incl . in mail concerning transportation tickets), technical failures or breakdowns, loss or theft of baggage or other items. Any change of program following one or more of the above described events will not be followed by any refund. Any additional cost linked to any of the said events will be due by the **Traveler** himself.
- Cancellation imposed by circumstances bearing the characteristics of Force Majeure, and/or linked to the Travelers' safety, and/or following an administrative request. **The Local Bird** may decide to modify an initially agreed travel program if it judges that the **Traveler's** safety is at risk.

**9.2 SAFETY, HEALTH :** The attention of **Traveler** is drawn on the fact that some of the activities offered on **The Local Bird website** require physical aptitudes or conditions.

On **The Local Bird website**, as well as in the commercial proposal, the **Traveler** finds the description of each activity and if necessary, the corresponding requested level of physical aptitude and condition.

Each **Traveler** is invited to consider if his or her personal abilities and condition allow him or her to participate before the booking. The **Insider** is the sole judge to accept or refuse the participation of one or the other **Traveler** at the moment of the start of the activity. If the participation of a **Traveler** is refused, the **Traveler** will be refunded at 50% of the agreed price by **The Local Bird**.

**The Local Bird** ensures that all **Insiders** own the requested legal and regulatory abilitation to exercise their activity in order to be allowed to invite **Travelers** to share the said activity with them. In particular **The Local Bird** checks that all **Insiders** are properly covered by a valid insurance contract in what regards their Professional liabilities towards any third party, including visitors such as **Travelers**.

As a consequence, **The Local Bird** cannot be made liable for any incident, accident, loss, disease or physical consequences of any kind and magnitude during or related to any of the activities offered by **The Local Bird website**.

**ARTICLE 10 – CLAIMS :** The **Traveler**, being a customer, can address a claim in writing, to : **The Local Bird – Customers relations**, 303, rue des Genévriers, 74330 Poisy (France), as soon as possible after the end of the trip, adding copies of all justifications for the said trip. After this and without a satisfactory answer from our Customers relations department, the **Traveler** will be entitled to raise the claim to the French Travel Mediator's office, whose contacts and access procedures are available on : [www.mtv.travel](http://www.mtv.travel) .

#### **ARTICLE 11 – INSURANCE**

No insurance coverage is provided or included in any of the proposals or offers expressed by or via **The Local Bird website**.

#### **ARTICLE 12 – PERSONAL INFORMATION**

**The Local Bird** specifies some personal information as « compulsory » when the **Traveler** completes the Wish list to inquire for an offer on the **Local Bird website**. These are marked with an \*. Without them being supplied, the request from the **Traveler** will not be dealt with. The other set of information is indicative. **The Local Bird** informs **Travelers** that, in order to fulfill their request for proposal, the requested information will be supplied to third parties suppliers, which may not be located on the territory of the European Union.

According to French Law 78/17, published on Jan. 6th, 1978, all Internet users and **Travelers** benefit from a right to access, check, modify, rectify, suppress any personal information detained by an Internet site. This right may be exercised contacting by post mail at the following address :

**The Local Bird - Service Relations Clients**, 303 rue des Genévriers, 74330 Poisy - France.

**ARTICLE 13 - APPLICABLE LAW AND JURISDICTION** : All relations linked to the activities promoted by **The Local Bird** and **The Local Bird website** will be governed by the Laws and Regulations of France, in particular of the articles R.211-3 to R.211-13 of Code of Touristic Activities, which, according to article R.211-12 of the said Code, are reproduced *in extenso* in the Conditions Générales de Ventas displayed of **The Local Bird website**.

The **Traveler** agrees that any claim or dispute during the exercise of or related to **The Local Bird** activities shall be if needed, attributed, filed and litigated before the Tribunals of the City of Annecy (France).