

General Terms and Conditions of Sale

Terra Andina

Article 1. Preamble

1.1 Seller Designation

Terra Andina, a simplified joint-stock company registered with the RCS of Lisieux under number 932 293 368 , with its head office located at:

La Résidence la Pinchonniere, 1320 Chemin de la Croix Solier, 14800 Tourgéville, France.

Telephone: +33 6 71 73 89 20

Email: pierre.boyer@terra-group.com

Legal representative: Pierre Boyer, President

Registration as a travel and tour operator: IM014250001

Financial Guarantee Provider: APST, 15 Avenue Carnot, 75017 Paris, France

Professional Liability Insurance: Hiscox, Tourisme Pro, 12, quai des Queyries - CS 41177 - 33072 Bordeaux

Sales website: <https://terra-andina.voyage>

Hereinafter referred to as "Terra Andina."

1.2 Purpose

These General Terms and Conditions of Sale (hereinafter referred to as "GTCS") define the rights and obligations of the parties within the framework of the marketing by Terra Andina of travel services provided either directly by the company or by partner providers. These services are intended for individuals who qualify as consumers or non-professionals under the French Consumer Code or as travellers under the French Tourism Code and who have the legal capacity to enter into a contract (hereinafter referred to as "Client(s)").

1.3 Definitions

- **Client:** A natural person qualified as a consumer or non-professional under the French Consumer Code or as a traveller under the French Tourism Code, entering into a contract with Terra Andina under these GTCS.
 - **Service:** A travel service, tourist service, or travel package as defined by Article L.211-2 of the French Tourism Code.
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Article 2. Scope and Application

These GTCS apply to all services sold or offered for sale by Terra Andina. They apply to all distribution and marketing channels.

Any order or purchase implies unreserved acceptance of these GTCS, which take precedence over any other conditions unless explicitly agreed upon by Terra Andina and included in the booking confirmation.

The Client declares having read and accepted these GTCS prior to making a reservation and entering into the contract.

Article 3. Pre-Contractual Information

The Client acknowledges having received, prior to placing an order and/or entering into the contract, clear and understandable information about these GTCS and the specific terms of sale, as well as all information listed in Article L.221-5 of the French Consumer Code and Article R.211-4 of the French Tourism Code.

The Client also acknowledges having received the standard information form pursuant to the decree of 1 March 2018, which establishes the template for information forms related to the sale of travel and holiday services.

Article 4. Pricing

4.1 Final Price and Additional Taxes

The final price is quoted in euros (EUR) or U.S. dollars (USD), depending on the destination country and the identity of the local agency. Prices are inclusive of all taxes (TTC) per person or in the form of a package for groups.

Unless otherwise stated in the contract, the price includes:

- Domestic flights
- Transfers at the destination
- Accommodation
- Meals (when specified)
- Reserved excursions or activities

More generally, the price includes items listed in the quotation and booking confirmation.

Unless stated otherwise, the price does not include:

- Pre- and post-departure transport arrangements
- International flights
- Single room supplements
- Meals not specified in the travel description
- Optional insurance
- Personal expenses
- Optional excursions or activities mentioned in the quotation as such

For single occupancy in rooms designed for two, a single room supplement will be charged, and this will be indicated in the price before the order is confirmed.

4.2 Payment Terms

The Client guarantees that they have the necessary authorisations to use the selected payment method when confirming the contract. Terra Andina reserves the right to suspend any booking management or service execution in case of payment authorisation refusal or non-payment of any amounts due under the contract.

Payments are considered final only after Terra Andina has received the amounts owed.

Accepted payment methods include:

- Credit or debit cards (Visa, MasterCard, Eurocard)
- Bank transfers (transfer fees are the Client's responsibility)

If payment is made in USD, the Client agrees to use a payment method allowing transactions in this currency.

Article 5. Price Revisions

Terra Andina commits to applying the prices in effect at the time of booking but reserves the right to unilaterally modify prices under the conditions outlined in this article.

Under Article L.211-12 of the French Tourism Code, price adjustments (upward or downward) may occur after booking confirmation to reflect changes in:

1. Passenger transportation costs resulting from changes in fuel prices or other energy sources
2. Taxes or fees imposed by third parties not directly involved in the contract's execution, including tourist taxes, landing fees, or embarkation/disembarkation fees in ports and airports
3. Exchange rates relevant to the contract

Any price increase will be clearly communicated to the Client, along with a justification and calculation, on a durable medium, no later than 20 days before the start of the services.

Clients are entitled to a price reduction corresponding to any decrease in costs mentioned above occurring after the contract's conclusion and before the start of the services.

If the price increase exceeds 8% of the total package cost, the Client may accept the proposed change or terminate the contract without penalty and receive a full refund of all payments made.

Article 6. Bookings

Terra Andina offers a remote booking system via phone or email. The information provided on its website is non-contractual and serves for informational purposes only.

Terra Andina collaborates with local destination management companies to ensure optimal organisation of stays.

The Client may contact Terra Andina or a local partner directly by phone or email to schedule an initial consultation. Following this, a quotation, along with these GTCS, will be sent to the Client's usual email address.

The quotation will include a template acceptance form, which must be returned duly completed to confirm the quotation.

The quotation can be modified before acceptance according to the Client's needs.

Bookings are confirmed once Terra Andina receives the Client's acceptance email, an advance payment of 30% of the total service cost, and full payment for domestic flights.

To finalise the booking, the remaining balance must be paid as follows:

- For packages excluding flights: no later than 45 days before departure.
- For bookings made less than 45 days before departure: 100% payment at the time of booking.

Once payment is completed, the Client will receive a travel itinerary and relevant documents via email.

ARTICLE 7. Absence of Right of Withdrawal

Article L. 221-28 of the Consumer Code stipulates that the right of withdrawal cannot be exercised for contracts relating to accommodation services, other than residential accommodation, transportation of goods, car rentals, catering services, or leisure activities that must be provided on a specific date or during a specified period. Additionally, Article L. 221-2 of the Consumer Code excludes this right for passenger transport services and package tours.

Terra Andina avails itself of this absence of the right of withdrawal and specifies that, for all services falling within the scope of Article L. 221-28 or L. 221-2 of the Consumer Code, the Client shall have no right of withdrawal.

ARTICLE 8. Contract Modification

Article 8.1. Modification at the Initiative of Terra Andina

Terra Andina reserves the right to unilaterally modify the terms of the Contract after its conclusion and before the commencement of the travel service, without the Client being able to oppose such modification, provided that the change is minor and that the Client is informed as soon as possible in a clear, comprehensible, and prominent manner on a

durable medium. For example, a change in accommodation to an equivalent alternative is considered a minor modification.

If Terra Andina is compelled to unilaterally alter a fundamental characteristic of the contract as defined in Article R. 211-4 of the Tourism Code, is unable to meet the specific requirements agreed upon with the Client, or in the event of a price increase exceeding 8%, it shall promptly inform the Client, in a clear, comprehensible, and prominent manner on a durable medium, of:

- The proposed modifications and, if applicable, their impact on the price of the trip or stay;
- The reasonable timeframe within which the Client must notify Terra Andina of their decision;
- The consequences of the Client's failure to respond within the specified period;
- If applicable, an alternative service offer and its associated price.

If the contract modifications or the substitute service result in a decrease in the quality or cost of the trip or stay, the Client shall be entitled to an appropriate price reduction.

Should the contract be terminated and the Client does not accept an alternative service, Terra Andina shall reimburse all payments made by or on behalf of the Client as soon as possible, and no later than fourteen days after the contract's termination.

ARTICLE 8.2 Modification at the Client's Initiative

Any shortened or unused stay due to the Client, or any delay in commencing the stay caused by the Client, shall not entitle the Client to any refund.

Terra Andina is only responsible for the services sold to the Client.

Terra Andina shall not be held liable for:

- Any service booked by the Client that is not included in the services invoiced by Terra Andina;
- Any modification of the services at the Client's initiative.

Any modification requested by the Client must be expressly accepted **in writing** by Terra Andina.

ARTICLE 9. Termination of the Contract

Article 9.1. Termination of the Contract by the Client

The Client may terminate the contract at any time before the start of the service. To be valid, this termination must be communicated to Terra Andina **by email**.

In such a case, Terra Andina shall require the Client to pay cancellation fees and may retain all or part of the deposits or the total balance already paid, according to the following schedule:

- **Cancellation more than 120 days before departure:** 10% of the total booking amount will be retained;
- **Cancellation between 119 and 90 days before departure:** 20% of the total booking amount will be retained;
- **Cancellation between 89 and 46 days before departure:** 30% of the total booking amount will be retained;
- **Cancellation between 45 and 30 days before departure:** 60% of the total booking amount will be retained;
- **Cancellation less than 30 days before departure:** 100% of the total booking amount will be retained.

These cancellation fees shall not be due if the contract is terminated due to exceptional and unavoidable circumstances occurring at or near the destination and having a significant impact on the execution of the contract.

In such cases, Terra Andina will proceed with a full refund of the payments made, without, however, granting any additional compensation.

Air travel services shall not be subject to any refund once Terra Andina has purchased the travel tickets, which are neither modifiable nor exchangeable.

The cancellation date shall be deemed to be the date on which Terra Andina receives the Client's request.

Article 9.2. Termination of the Contract by Terra Andina

Terra Andina reserves the right to terminate the contract at any time before the commencement of the service.

The Client shall be entitled to additional compensation, equivalent to the amount they would have been required to bear had they initiated the contract termination.

However, **Terra Andina shall not be liable for any additional compensation in the following two cases:**

1. The number of participants registered for the trip or stay is lower than the minimum number specified in the contract. In this case, Terra Andina shall notify the Client of the contract termination by email or letter within the time frame stipulated in the contract, in accordance with the following schedule:
 - **Twenty days** before the start of the trip or stay for trips lasting more than six days;
 - **Seven days** before the start of the trip or stay for trips lasting between two and six days;
 - **Forty-eight hours** before the start of the trip or stay for trips lasting no more than two days.
2. Terra Andina is unable to fulfill the contract due to **exceptional and unavoidable circumstances**. In such cases, Terra Andina shall notify the traveler of the contract

termination by email or any other written form as soon as possible before the start of the trip or stay.

ARTICLE 10. Transfer of the Contract

The Client has the option to transfer their contract to an assignee who meets the same conditions as the Client to benefit from the services, provided that the contract has not yet taken effect.

The Client may only transfer their contract on the condition that they inform Terra Andina of their decision by any means allowing for an acknowledgment of receipt, no later than seven days before the start of the trip. **This transfer does not require prior authorization from Terra Andina.**

The transferring Client and the assignee shall be jointly liable for the payment of the remaining balance and any additional costs that the transfer may incur.

IMPORTANT: Domestic flight tickets are issued in the passenger's name. A transfer may result in reissuance fees, and for non-transferable tickets, the full cost of the ticket shall be borne by either the transferring Client or the assignee. Additionally, in the case of a late transfer before the start of the stay, some domestic flights may no longer be available.

ARTICLE 11. Compliance Guarantee

The Client, whether a consumer or a non-professional, must report any defects and/or non-compliance issues to Terra Andina as soon as possible after the services have been provided, in accordance with Article L. 211-16 II of the Tourism Code. This notification must be accompanied by supporting documents and should ideally be made as soon as the non-compliance is observed, allowing Terra Andina to investigate the issue, assess the validity of the claims effectively, and, if necessary, provide a remedy.

Any identified defects and/or non-conformities shall be subject to **correction, substitution, a price reduction, or a refund as soon as possible**, taking into account the severity of the non-compliance and the value of the travel services concerned.

If Terra Andina offers a replacement service or a price reduction, the traveler **may only refuse the proposed alternatives** if they are not comparable to those initially agreed upon in the contract or if the price reduction granted is not appropriate.

ARTICLE 11. Limitation of Liability

Terra Andina's guarantee is strictly limited to the reimbursement of services effectively paid for by the Client, whether a consumer or a non-professional. Terra Andina shall not be held liable for any delays or failure to perform its obligations due to the occurrence of **force majeure** or **exceptional and unavoidable circumstances**.

In accordance with Article R 211-6, 4° of the French Tourism Code, the Client may promptly contact Terra Andina using the contact details provided in **Article 1.1. "Identification of the Seller"** of these general terms and conditions. This ensures efficient communication,

assistance in case of difficulty, or the submission of complaints regarding any non-conformity encountered during the execution of the trip or stay.

ARTICLE 12. Protection of Personal Data

Article 12.1. Data Collected

As part of its activity in selling travel services, Terra Andina processes and manages personal data related to its Clients and the beneficiaries of its services.

In this regard, Terra Andina collects the following personal data: **first name, last name, title, postal address, email address, telephone number, date and place of birth, identification document (number, date, and place of issue), driver's license, family composition, and any specific details noted in the contract.**

Article 12.2. Purpose of Data Collection

The collection of this personal data is essential for the execution of the contract. Failure to provide this data may result in difficulties in performing the service, for which Terra Andina **cannot be held liable**.

The processing of personal data is carried out solely for the purpose of managing Terra Andina's customer relations in the context of **contract formation and execution**, based on the Client's consent. The data is used strictly for the purposes to which the Client has agreed.

More specifically, the purposes of data processing include:

- **Identification** of individuals using and/or booking services.
 - **Formalization** of the contractual relationship.
 - **Execution** of the services booked with Terra Andina.
 - **Management** of contracts and reservations (including room allocation and travel arrangements).
 - **Communication** with partners for the execution of services by the relevant third parties.
 - **Accounting**, including client account management and customer relationship tracking.
 - **Processing** operations related to customer management.
 - **Marketing communications**, prospecting, and promotional activities.
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Article 12.3. Authorized Persons with Access to Data

The following individuals are authorized to access the collected data within Terra Andina:

- Employees of Terra Andina.
- Partners involved in providing the services requested by the Client.

- Subcontractors assisting in the execution and/or administration of the services, where applicable.

In the case of partners or subcontractors, data processing is conducted **in full compliance with applicable regulations**.

Article 12.4. Data Retention

Personal data collected by Terra Andina is retained **for the legally required duration** related to the purpose of processing and, at most, **for five years**.

Personal data related to the Client's **bank card** is retained only for the time necessary to complete the transaction.

Terra Andina implements **organizational, technical, software, and physical security measures** to protect personal data against **alteration, destruction, and unauthorized access**.

However, Clients should be aware that the **internet is not a completely secure environment**, and while Terra Andina takes extensive precautions to protect data, absolute security **cannot be guaranteed**.

Article 12.5. Rights of Data Subjects

In accordance with applicable regulations on personal data, every user has the **right to query, access, modify, oppose, and rectify** the collection and processing of their personal data on legitimate grounds. Users may request that their data be **corrected, supplemented, clarified, updated, or deleted**.

These rights can be exercised by sending an email to the following address: pierre.boyer@terra-group.com, along with a copy of an identity document.

At any time, the Client may file a complaint with the **CNIL (French Data Protection Authority)** in accordance with the procedures detailed on its website: <https://www.cnil.fr>.

Article 12.6. Modification of This Clause

Terra Andina reserves the right to make any modifications to this clause concerning **the protection of personal data at any time**. If such a modification occurs, Terra Andina commits to **publishing the updated version on its website** and notifying users of the change via email at least **15 days before the new provisions take effect**.

Article 12.7. Opt-Out from Telemarketing

Clients have the right to **register on the official telemarketing opt-out list** by visiting the following website: <http://www.bloctel.gouv.fr>.

ARTICLE 13. Language of the Contract

These General Terms and Conditions of Sale are written in **French**. In the event that they are translated into one or more foreign languages, **only the French version shall prevail in the event of a dispute**.

ARTICLE 14. Insurance

Terra Andina is insured against the **financial consequences of professional civil liability**, as defined by Articles L. 211-16 and L. 211-17 of the French Tourism Code.

This insurance also covers damages caused to **travelers, service providers, or third parties** resulting from **errors, omissions, or negligence** in the offering, organization, and sale of travel services.

The **Client is required to have valid personal liability insurance** to cover any damages they may cause.

Terra Andina offers **various insurance plans** through **Chapka Assurances** for its Clients' trips.

The **full terms and conditions** of these insurance contracts can be consulted:

- **Online** at: <https://www.chapkadirect.fr/>
- **Upon request** from Terra Andina.

These contracts **include limitations, exclusions, deductibles, and obligations** in case of a claim. Clients are strongly encouraged to **read them carefully**.

Insurance policies that include a **trip cancellation option must be purchased within 48 hours of booking**. If the insurance **does not** include a cancellation option, it may be subscribed up to **24 hours before departure** (working days).

ARTICLE 15. Minors

When minors travel **without a parent or an authorized guardian**, under a **tourism package contract that includes accommodation**, Terra Andina must provide **contact details for the minor or their responsible guardian** at the travel destination.

ARTICLE 16. Liability of Terra Andina

Article 16.1 – Strict Liability

Terra Andina is **fully liable** for the **tourism services contracted** under these **General Terms and Conditions of Sale**.

Article 16.2 – Limitation of Liability

In accordance with **Article L. 211-17, IV of the French Tourism Code**, the amount of any **damages** that Terra Andina may be required to pay the Client, for any reason, shall be **limited to three times the total pre-tax price of the travel services**, except in cases of:

- **Personal injury,**
 - **Intentional misconduct,**
 - **Gross negligence.**
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ARTICLE 17. Exceptional and Unavoidable Circumstances

Any event that creates a situation **beyond the control** of both **Terra Andina and the Client**, whose **consequences could not have been avoided** even if all reasonable measures had been taken, and which prevents the **normal execution** of their obligations, shall be considered **grounds for exemption from liability** and shall lead to a **suspension of obligations**.

The party invoking such circumstances must **immediately notify the other party** of their occurrence and **later inform them when they cease**.

ARTICLE 18. Assistance to the Traveler

Terra Andina is **responsible for ensuring** the proper execution of the **contracted services**.

If the Client encounters **difficulties**, Terra Andina shall provide **appropriate assistance** as quickly as possible, considering the circumstances.

If the difficulty **is caused intentionally by the traveler or due to their negligence**, Terra Andina may charge a **reasonable fee for this assistance**, which shall **not exceed the actual costs incurred** by the organizer or retailer.

ARTICLE 19. Accessibility

Despite Terra Gaïa's best efforts, some services are not accessible to people with reduced mobility, such as hikes or certain visits that are difficult to access. We invite you to enquire if you have any difficulties moving around.

ARTICLE 20. Dispute Resolution

Article 20.1. Applicable Law

These terms and conditions are governed by **French law**, both in terms of **substance** and **procedure**.

Article 20.2. Mediation

The Client may **seek conventional mediation**, notably through the **Commission de la Médiation de la Consommation** or other relevant sectoral mediation bodies, or pursue **alternative dispute resolution methods** (such as **conciliation**) in case of a dispute.

The Client can contact the **Médiateur du Tourisme et du Voyage** at the following website:
<https://www.mtv.travel/>

Or at:

MTV Médiation Tourisme Voyage
BP 80 303 – 75 823 Paris Cedex 17

This can be done if Terra Andina's response to the Client's complaint is deemed **insufficient** or has **gone unanswered** for 60 days.

Article 20.3. Online Sales

If the service was purchased online, the Client is informed that, in accordance with **Article 14.1 of Regulation (EU) No. 524/2013**, they have the right to **file a complaint** and choose a **dispute resolution organization** on the following website:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=FR>.

Article 20.4. Proof

It is expressly agreed that the data contained within Terra Andina's **information systems** shall serve as valid proof of the **orders, requests**, and any other elements related to the use of the site. This data may be **produced** as evidence, especially in **court**.

ARTICLE 21. Linked Travel Services

If, after choosing and paying for a travel service, you book additional travel services for your trip or vacation stay through Terra Andina, you **WILL NOT** benefit from the rights applicable to package holidays under Directive (EU) 2015/2302 and Article L.211-2 of the **Tourism Code**.

However, if you book additional travel services during the same visit or contact with Terra Andina, these services will be part of a **linked travel service**.

In this case, Terra Andina, as required by European Union law, has protection to refund the amounts you have paid for services that have not been provided due to its insolvency.

Terra Andina has subscribed to **insolvency protection** with **APST**. Travelers can contact this entity if travel services are refused due to the insolvency of Terra Andina.

Note: This insolvency protection does not apply to contracts concluded with parties other than Terra Andina, which may still be executed despite the insolvency of Terra Andina.

You can consult the directive (EU) 2015/2302 transposed into national law at:
Legifrance - EU Directive 2015/2302.

ARTICLE 22. Important Information: Administrative and Health Formalities

Regardless of the destination and countries visited, you must ensure that each traveler (including children and infants) possesses a **biometric passport** with an integrated chip and digital photo, valid for at least **6 months after the return date** of the trip, as well as any other required documents (visa, ESTA authorization, family book, exit permit, etc.) necessary and in accordance with the entry or transit requirements for the countries of the trip and/or transit.

If the **ESTA** or any necessary visa is denied for entry into the destination country, the responsibility of Terra Andina **will not be engaged**, and the **cancellation fees** will apply automatically.

Terra Andina provides these details for all **French nationals** residing in France. It is the responsibility of each traveler to ensure that their documents, particularly **administrative and health-related** documents required for the trip, comply with the information provided by the organizer. It is specified that the person who entered into the travel contract or quote is responsible for conveying the information about formalities to all the travelers registered for the trip.

Terra Andina cannot be held responsible for any consequences arising from a traveler's failure to comply with **police, customs, or health regulations**. A traveler who is unable to board a transport (such as a flight) due to the lack of required documents mentioned in the sales contract will not be entitled to a refund.

Foreign nationals are advised to consult their consular authority.

For the formalities and information regarding the countries visited during the trip, the organizer recommends consulting the country-specific information available on the Ministry of Europe and Foreign Affairs (MEAE) website: www.diplomatie.gouv.fr, under the section "**Conseils aux Voyageurs/Conseils par pays**".

Terra Andina emphasizes that information may change until the departure date and advises travelers to regularly check official websites. For certain destinations, the organizer may ask travelers to sign the **MEAE** fiche for the countries visited or crossed, as part of its **information obligation**. This request does not constitute a waiver of liability.

Terra Andina provides the **health information** available at the time of the contract conclusion. It is recommended to regularly consult information provided by competent authorities about the health risks of the countries you are traveling to and to follow the health recommendations and measures to combat these risks, which are available on the websites:

- [Ministry of Solidarities and Health \(France\)](#)
- [World Health Organization \(WHO\)](#)

Unless explicitly stated in the contract, Terra Andina is not required to verify the validity and compliance of travel documents, even if they have been provided by the client. Its obligation is limited to providing information.

ARTICLE 23. Car Rental

When renting a car, a **French driving license** is required, along with an **international driving permit** at the time of picking up the vehicle.

An **international payment card**, such as **Visa**, **MasterCard**, or other types, is also required, with the term "**credit card**" clearly stated (not a **debit card**). Some rental companies refuse to deliver the vehicle if only a **debit card** is presented. **Terra Gaia** cannot be held responsible for this issue.