

The Escursia and Terres Oubliées Voyages brands are owned by the company Peuples et Terres Oubliées, whose headquarters are located at 19 Rue de Bonnel 69003 Lyon. Therefore, the specific terms and conditions of sale listed below apply to the travel offers of all brands of the company Peuples et Terres Oubliées.

Specific terms of sale updated on 11/01/2023

1- Registration and Payment

1.1 Registration

The TOURISM CODE in its articles L 211-7 to 17 and the provisions of articles R.211-3 to R.211-11 govern our relationships. However, Peuples et Terres Oubliées reserves the right to substitute, in whole or in part, the present sections with those listed in the detailed travel logs that constitute the prior legal offer. Reading our travel logs is essential before any registration, as they contain all the information related to your trip: supplements or not from provincial cities, minimum number of participants, small group supplements, high and low season prices, etc. The detailed travel logs of your trip are available on the websites of Terres Oubliées: www.terresoubliees.com and Escursia: www.escursia.fr. A secure and dedicated personal space will be created when you first request to register for one of our trips. After communication with your travel specialist or upon completing your registration request form, a quote will be published in your personal space. You can then consult and validate it, having read our general and specific terms of sale beforehand. Your registration, thus completed, implies full acceptance of these conditions. To be considered definitive, any registration must be accompanied by a down payment of 40% of the total amount of your trip, which you can pay either by secure credit card via your personal space, by transfer to the bank account of Peuples et Terres Oubliées, or by check sent to the headquarters address. The receipt of the down payment only implies reservation within the limit of available spots. For any last-minute registration less than 30 days before the departure date and for all trips shorter than 5 days (regardless of your registration date), payment must be made in full and at once. For any reservation less than 5 days before departure (including air transport), additional emergency file fees of 50 € per person may be charged. Registration will only be considered definitive after receipt of this payment. Any payment made less than 15 days before the departure date can only be made in cash or by credit card. The amount of insurance taken out by you is due upon validation of your quote via your personal space and must be paid at that time. Peuples et Terres Oubliées does not acknowledge receipt of checks but informs you by email of the payments made by updating your invoice in your personal space on our websites.

1.2 Payment

As soon as your quote is validated via the personal space and the down payment is received, your invoice will be automatically established and updated in your personal space. The balance of the trip amount must be paid no later than 45 days before departure; an automatic email will

be sent as a reminder. Upon receipt of the balance, our Booking service will be informed to prepare your departure file: plane ticket, airport/meeting place invitation... which you will find in your personal space about fifteen days before departure. Any delay in paying the balance may be considered as a cancellation for which the cancellation fees referred to in paragraphs 6 will apply. Note that in this case, if you have taken out our Assurinco insurance, it does not cover this reason for cancellation.

2-Travel Information

2.1 Administrative and Health Formalities

Terres Oubliées and Escursia provide this information for all French nationals. Foreign nationals must inquire about administrative and health formalities from the competent embassies or consulates. It is your responsibility to ensure that these documents comply with the information provided by Terres Oubliées or Escursia at the time of your registration.

Important: Once registered, you must keep yourself informed of any changes until the day of departure. Since the entry conditions in a country are subject to change, we recommend regularly consulting the following sites:

- [Pasteur Institute](#)
- [French Ministry of Foreign Affairs - Travel Advice](#)

Terres Oubliées or Escursia cannot be held responsible for the consequences of your failure to comply with police, customs, or health regulations. A passenger who is unable to board a flight due to not presenting the required documents (passport valid for at least 6 months after your return date, vaccination booklet, PCR tests, visas, etc.), mentioned in the invoice provided to them, cannot claim any refund.

2.2 Information on Security and Recommendations from the Ministry of Foreign Affairs

Terres Oubliées and Escursia advise you to consult the Ministry of Foreign Affairs' information sheet regarding recommendations and safety in the country where your trip takes place on the website [French Ministry of Foreign Affairs](#). Terres Oubliées and Escursia reserve the right to cancel the trip if the safety conditions for your trip change unfavorably between the time of your registration and the departure date.

3-Changes Requested by the Traveler Before Departure

For any early departure or delayed return, a fee of 50 € per person will be charged, excluding any additional cost of the ticket. Any change after registration will be considered a cancellation followed by a re-registration. Consequently, cancellation fees referred to in paragraphs 6 may be charged. Assurinco will only cover this cancellation if the change results from a reason covered by the insurance contract.

4-Insurance

At the time of registration, Terres Oubliées and Escursia offer you the option to take out various insurances provided by our partner ASSURINCO, which include the options listed thereafter. Generally, except in specific cases, the insurance offered by our partner is more comprehensive than those offered by banks via credit cards. If you are unsure between your personal insurance and want to compare the coverage level with that of our partner, the precise details of our insurance conditions can be sent to you before your registration upon simple request.

Terres Oubliées and Escursia do not offer any travel insurance from their partner to foreign nationals. It remains highly recommended for foreign nationals to subscribe a travel insurance for any trip booked with Terres Oubliées and Escursia.

Important: We draw your attention to the fact that insurance can only be taken out at the time of your registration, so make your choice before the publication of your quote.

Multirisk Comfort World Insurance

This very comprehensive contract allows you to benefit from the following guarantees: cancellation (illness*, death of a relative, etc.), repatriation assistance, search or rescue costs, complementary reimbursement of medical expenses, and advance of medical expenses abroad, baggage damage, trip interruption, transport delay, missed departure and return, private liability abroad, etc. This insurance will be charged based on the unit price of your trip according to the following scale:

- 58 € /person for trips between 1201 € and 2000 €
- 84 € /person for trips between 2001 € and 4000 €
- 149 € /person for trips between 4001 € and 8000 €
- 266 € /person for trips between 8001 € and 15,000 €

Multirisk Comfort France Insurance

This very comprehensive contract allows you to benefit from the following guarantees: cancellation (illness*, death of a relative, etc.), assistance, repatriation, search or rescue costs, complementary reimbursement of medical expenses, and advance of medical expenses, baggage damage, trip interruption, transport delay, missed departure and return, civil liability, etc. This insurance will be charged at 22 € per person for all trips in France regardless of the trip amount.

Complementary CB Multirisk Comfort World Insurance

This contract complements the limits and/or guarantees of your credit card to benefit from the following guarantees: reimbursement of cancellation fees, baggage damage, trip interruption, personal accident, private liability abroad, repatriation assistance, search and rescue costs, complementary reimbursement of medical expenses, and advance of medical expenses abroad,

etc. This insurance will be charged based on the unit price of your trip according to the following scale:

- 18 € /person for trips between 200 € and 1200 €
- 28 € /person for trips between 2001 € and 5000 €
- 69 € /person for trips between 5001 € and 15,000 €

*Illness: Includes epidemics or pandemics such as Covid-19, i.e., a positive PCR test result before departure only for destinations that require it, a 10% deductible on cancellation fees will be applied. Cancellation due to inability to be vaccinated before departure, repatriation in case of an epidemic or pandemic at the destination, coverage of hotel costs due to quarantine at the destination...

Repatriation Assistance Insurance

This contract allows you to benefit from the following guarantees: repatriation assistance, search and rescue costs, complementary reimbursement of medical expenses, and advance of medical expenses abroad. This insurance will be charged 1% per person regardless of the trip amount.

Family Discount: A 30% discount will be applied to the insurance amount for any family of 4 to 9 participants registered on the same trip and invoiced together.

Important: In case you do not subscribe to any of the above-mentioned insurance, we will ask you through your personal space on our website to provide the precise details of your personal insurance, including policy number, insurance name, and assistance phone number. In case of a claim, we will thus be able to help activate your insurance guarantees if you are unable to do so yourself.

5-Limitation of Guarantee

The compensation due under the Cancellation guarantee cannot exceed the actual amount of penalties charged within the limit of the scale set in the specific conditions following the cancellation of the trip. In any case, the compensation cannot exceed the following amounts: for all services: a maximum of 50,000 euros including tax per person with a maximum of 135,000 euros including tax per event, regardless of the number of insured persons.

6- Cancellation Due to Insufficient Number of Participants

If Terres Oubliées and Escursia must cancel a departure due to an insufficient number of participants (specified in the travel log) or for any other reason, participants will be fully refunded without being entitled to any compensation. If the minimum number of participants has not been reached, the trip may be canceled. You will be informed at least 21 days before the departure date... This provision would, of course, imply the full reimbursement of the sums you have paid. However, if all participants agree, the trip can be maintained with a price

supplement calculated as fairly as possible. Otherwise, we will strive to offer you a choice of equivalent trips.

7- Cancellation Fees

It is essential to be covered by cancellation assistance insurance whether as a French national or a foreign national.

Terres Oubliées and Escursia do not issue cancellation insurance from their partner to foreign nationals. Therefore foreign nationals need to take out an insurance on their own to cover any issues that may arise and covered by their insurance leading to a cancellation before any travel departure.

For French nationals, it must be taken out at the time of registration. The cancellation of one of the participants for a recognized reason benefits the other persons registered on the same invoice and who have subscribed to the insurance (maximum of 9 people on the same registration form and within the limits of the clauses in paragraph 4). When you subscribe to an option in our Assurinco contract (cancellation, luggage, trip interruption, travel accident, traveler's civil liability, repatriation assistance, search costs, etc.), a copy of the general insurance conditions must be provided to you at registration or upon simple request, with the original available at the headquarters of Peuples et Terres Oubliées.

In case of cancellation on your part, the invoice for your trip must be fully settled before your file is forwarded to the said insurance for a reimbursement request. We always do our best to process insurance files quickly, but we cannot be held responsible for Assurinco's decisions and response times. If you find yourself obliged to cancel your trip, you must inform Terres Oubliées or Escursia by registered letter with acknowledgment of receipt, as soon as possible to the headquarters at 19 Rue de Bonnel 69003 Lyon: indeed, the date of receipt of this letter will be considered as the cancellation date for billing the cancellation fees.

In case of cancellation on your part more than 60 days before departure for any reason, the sums paid as a deposit will be refunded except for a fixed amount deduction of 150 Euros per person for trips in Europe and the rest of the world and 30 Euros per person for trips in France (non-refundable by insurance), visa fees, registration fees, and insurance premium, as well as possibly the amount of any plane ticket issued upon your registration, and/or on dates imposed by airlines. From 60 days before departure, the cancellation will result in the application of the scale mentioned below.

The cancellation fees for your trip are:

- From 60 to 31 days before departure: 25% of the total trip amount.
- From 30 to 15 days before departure: 50% of the total trip amount.

- From 14 days to the departure day: 100% of the total trip amount.

If you have subscribed to our Multirisk insurance, then these cancellation fees will be reimbursed by Assurinco after examining your file if your cancellation reason is covered by the insurance contract clauses and if your invoice is fully paid.

7- Minors

Registration requests concerning minors, after approval from Terres Oubliées and Escursia, must be signed by the father, mother, or legal guardian and bear the mention "agreement of the father, mother, or guardian." They must have, in addition to the identity documents required for the trip, authorization to leave the metropolitan territory. Finally, a phone number and an address allowing the child or the responsible party to establish direct contact will be mentioned.

8- Rates

They are calculated mostly based on 4 to 8 participants. To satisfy you and to preserve the economic viability of our trips, we have calculated a small group supplement as fairly as possible to maintain the departures of our trips. In a concern for transparency, these supplements are specified in all our travel logs.

In accordance with the law, we may be required to modify our prices and programs to account for: variations in transport costs, particularly fuel costs, changes in fees and taxes related to the services provided, such as landing, security, boarding, and disembarkation taxes, variations in exchange rates applied to the trip or stay in question. The prices of our trips are subject to change based on the following criteria: departures from provincial cities, deferred returns, changes in airfare taxes, airline supplements based on availability in the booking class on which we establish our rates, fuel surcharges... Your registration will be validated only after your acceptance of this final price communicated in your quote. Note that the number of participants can be less than the minimum number indicated in our travel logs. The names of accommodations are given as information. Depending on availability, accommodations may be changed and replaced without notice by another accommodation of the same category.

The price may be revised based on the evolution, among other things, of the US dollar rate, the Canadian dollar rate. Reference rate at the time of editing these specific conditions: 1 euro = 1.15 US dollars, 1 euro = 1.42 Canadian dollars, 1 euro = 0.83 British Pound. For other currencies, the reference parity is indicated in the detailed travel log. The re-evaluable part is equal to 100% of the price except for the price of international flights. In case of a price change, Terres Oubliées and Escursia commit to informing you by mail no later than 30 days before the departure date. Any refusal by the clients still registered to pay the new price within 8 days will be considered as a cancellation by the client for which the provisions of paragraph 6 – Cancellation Fees will apply.

The prices mentioned on the Escursia and Terres Oubliées websites and in the detailed travel logs indicate what is included and not included in our prices: A careful reading of the travel log is essential on your part. Unless otherwise mentioned, air transport is in tourist or economy class, and accommodation is by default in double rooms or two-person tents. Unless otherwise indicated in our travel logs, our prices do not include park entrance fees, visa fees, tips, insurance, drinks, personal expenses, and a 20-euro per person file fee.

9- Number of Participants

Note that when a group is, for example, limited to 8 participants, it can exceptionally be increased to 9 participants if on a departure date there are already 7 registered, and the last registered are a couple; in this situation, the total number of participants excluding local staff can thus be 9 people.

10- Responsibility

Given the particular nature of our trips, we cannot be held responsible for changes in legislation, dates, schedules, routes occurring before or during the trip, especially if these changes are caused by events beyond our control (blocked roads, flooding rivers, remote medical centers, difficult communication means, weather conditions...) and jeopardizing the safety of travelers. These modifications cannot give rise to any compensation from Terres Oubliées or Escursia. Each participant must comply with the advice and instructions given by the representative of Terres Oubliées or Escursia, who cannot be held responsible for incidents, accidents, or bodily harm resulting from an imprudent personal initiative. According to the Tourism Code, Terres Oubliées or Escursia cannot be held responsible for the consequences of the following events:

Loss or theft of plane tickets (airlines do not issue duplicates), failure to present or presentation of expired or insufficiently valid identity and/or health documents (identity card, passport, visas, vaccination certificate...) or non-compliant with the indications on your invoice, at the police, customs, or check-in counter. In case of no-show, 100% of the total trip amount will be retained. Unpredictable and insurmountable incidents or events from a third party occurring during the trip such as: wars, political unrest, strikes external to Terres Oubliées or Escursia, technical incidents external to Terres Oubliées or Escursia, airspace congestion, bad weather, delays, breakdowns, loss or theft of luggage or other effects. Delays due to the above cases as well as resulting itinerary changes cannot lead to any compensation, especially due to the modification of the initially planned program duration or delay to a connection. Any additional costs related to a disruption (tax, hotel, parking...) will be at your expense. Cancellation imposed by circumstances of force majeure and/or for reasons related to your safety and/or on the order of an administrative authority.

Given the particular nature of our trips, each participant must comply with the advice and instructions given by the expedition leader representing Terres Oubliées or Escursia. Terres Oubliées or Escursia cannot be held responsible for incidents, accidents, or bodily harm that could result from an imprudent personal initiative.

11- Complaints

Except in cases of force majeure and without prejudice to possible judicial recourse, any complaint must be sent to the headquarters of Peoples et Terres Oubliées – 19 rue de Bonnel 69003 LYON – by registered letter with acknowledgment of receipt no later than 20 days following the return date of the trip, accompanied by supporting documents. Peoples et Terres Oubliées will favor the amicable resolution of any dispute through mediation, with the mediator chosen in agreement between both parties on the proposal of the most diligent party. Otherwise, and subject to the defendant's quality, any dispute resolution will fall under the jurisdiction of the LYON court.

**SARL Peoples et Terres Oubliées with a capital of €121,112 – 19, rue de Bonnel 69003 Lyon
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FR 684 45 355 860. Certificate of registration of Atout France licenses N°IM 069100090 – Civil
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