

GENERAL TERMS AND CONDITIONS OF SALE

Applicable as of 6 February 2026

These General Terms and Conditions of Sale are an English translation of La Terre en tête's French General Terms and Conditions of Sale, available at https://www.laterreentete.fr/CGV_La_Terre_en_tete.pdf

This translation is provided for convenience only. In the event of any discrepancy or dispute regarding interpretation, the French version shall prevail and constitutes the sole legally binding reference.

Article 1 – Scope of application

The purpose of these general terms and conditions of sale is to set out how the contractual relationship between the Service Provider and the Client is organised.

The term “Service Provider” refers to *La Terre en tête*, whose registered office is located at 117 chemin René Char, 84400 Apt, France, a limited liability company (SARL) registered with the Avignon Trade and Companies Register (RCS) under SIREN number 838 329 340, represented by any duly authorised person.

The term “Client” refers to:

- the professional Client who has signed a contract, quotation or purchase order for the service;
- the private individual Client who has signed a quotation or accepted the financial terms of the service by email.

The services offered by the Service Provider may be viewed on the website <https://www.laterreentete.fr/> and may be customised where necessary. The information regarding the audience, the number and age of participants, the date, time, duration and location of the service is provided by the Service Provider to the Client during their exchanges and set out in the email or the quotation.

Last-minute change requests made by the Client will not necessarily be accepted by the Service Provider, who will require the signature of a new quotation where applicable.

No deliverable is provided by the Service Provider to the Client, except in the case of a specific request for the preparation of a deliverable that is referenced and priced in the quotation.

The general terms and conditions may be amended at any time and without notice by the Service Provider; the amendments will apply to all orders placed after the said amendment.

Article 2 – Price

The Client acknowledges that it has read the content of the services and their price.

For a professional Client, the price is set out in the contract, the quotation or the purchase order. For private individual Clients, the price is stated by email or by means of a quotation.

VAT is not applicable pursuant to Article 293 B of the French General Tax Code.

Article 3 – Booking

The service is intended for an audience and a number of participants determined at the time of the order. The Service Provider reserves the right to refuse the addition of participants not initially provided for. The locations, dates, times and durations of the services are determined by mutual agreement before the quotation is signed.

The service is definitively booked upon receipt by the Service Provider of the signed quotation or a signed purchase order within the validity period of the quotation. In the case of a private individual Client, the booking may also be confirmed by sending an email accepting the financial terms.

The signature of the quotation or the purchase order, or acceptance by email, binds both parties.

Article 4 – Cancellation terms

4.1 – Cancellation free of charge

Cancellation free of charge is only possible in the following cases:

La Terre en tête - 117 chemin René Char - 84400 Apt
SARL with a share capital of 2,000 euros – VAT: FR 65 838 329 340 - SIREN: 838 329 340, Avignon RCS - NAF code: 9329Z
06 08 61 30 56 – contact@laterreentete.fr - <https://www.laterreentete.fr/>

- mutual agreement between the parties,
- force majeure within the meaning of Article 1218 of the French Civil Code,
- closure of the premises of the professional Client or of the Service Provider,
- impossibility of accessing the external site (closure of the forest massif by prefectural order, access closed for works, administrative closure of the site, etc.).
- weather conditions making the service impossible or posing a danger to participants, in particular in the case of weather warnings (vigilances) issued by Météo-France for the department concerned, or of unforeseen phenomena such as heavy rain, violent wind or heavy snowfall.

Right of withdrawal for the private individual Client : in accordance with Articles L. 221-18 et seq. of the French Consumer Code, the Client has a period of 14 days from the conclusion of the contract to exercise its right of withdrawal, without having to give reasons or pay any penalty. To exercise this right, the Client must inform the Service Provider of its decision to withdraw by means of an unambiguous statement (for example, a letter sent by email) before the expiry of the withdrawal period.

4.2 – Cancellation by the Client

Any cancellation request outside the foregoing cases must be sent by email. The date of receipt of this message is the date used to calculate the cancellation charges:

- 30% of the total amount of the quotation for a cancellation between 90 and 31 days before the service;
- 50% of the total amount of the quotation for a cancellation between 30 and 7 days before the service;
- 100% of the total amount of the quotation for a cancellation less than 7 days before the service.
- To this is added, where applicable, the reimbursement of non-refundable travel and accommodation costs already incurred, upon presentation of supporting documents.

4.3 – Cancellation by the Service Provider

If the Service Provider is unable to perform the service (illness, accident, exceptional circumstances), the Client will be informed as soon as possible. The Client will then have the choice between:

- postponement of the service to a later date agreed by mutual consent;
- full reimbursement of the sums paid.

No additional compensation will be due from the Service Provider, except in the event of proven fault on its part.

Article 5 – Payment terms

Payment deadline: 30 days net from the date of issue of the invoice, with no discount for early payment.

The applicable late-payment penalty rate is three times the annual statutory interest rate in force, calculated from the due date until full payment of the price. In addition, a fixed indemnity of 40 euros will be applied in respect of recovery costs, in accordance with Article L. 441-10 of the French Commercial Code.

Article 6 – Liability and insurance

The Service Provider holds professional civil liability insurance covering damage that may occur in connection with its services. The Client remains responsible for the supervision and oversight of minor and adult participants throughout the duration of the service. The Client undertakes to inform the Service Provider, before the start of the session, of any particular situation concerning one or more participants (disability, allergy, specific need, etc.).

Article 7 – Intellectual property

All teaching materials, documents, presentations and content created by the Service Provider remain its exclusive property. Any reproduction, distribution or use for purposes other than those provided for in connection with the service is prohibited without prior written authorisation.

Article 8 – Protection of personal data

In the course of performing the services, the Service Provider may collect and process personal data relating to the Client's representatives and professional contacts (in particular surname, first name, position, professional email address, telephone number).

This data is processed for the following purposes:

- management of the contractual and commercial relationship;
- performance of the services;
- invoicing and accounting obligations;
- handling of requests and complaints;
- B2B commercial prospecting, where applicable.

The processing is based on:

- performance of the contract;
- compliance with legal obligations;
- the legitimate interest of the Service Provider in developing and securing its business.

The data is intended exclusively for the Service Provider and, where applicable, for its own technical or administrative service providers strictly necessary for the performance of the services, who are bound by an obligation of confidentiality.

The data is retained for the duration of the contractual relationship, plus the applicable statutory retention periods.

In accordance with the regulations in force, data subjects have a right of access, rectification, erasure, restriction of processing and objection regarding the processing of their data.

These rights may be exercised by sending a request to: contact@laterreentete.fr.

Data subjects also have the right to lodge a complaint with the CNIL (the French data protection authority).

Article 9 – Force majeure

Neither party to this contract may be held liable for any delay in or failure to perform any of its obligations under the contract if such delay or failure is the direct or indirect result of an event of force majeure understood in a broader sense than under French case law, such as:

- the occurrence of a natural disaster;
- earthquake, storm, fire, flood, etc.;
- armed conflict, war, hostilities, terrorist attacks;
- labour dispute, total or partial strike at the Service Provider or the Client;
- labour dispute, total or partial strike at suppliers, service providers, carriers, postal services, public utilities, etc.;
- binding order from the public authorities (import ban, embargo);
- operating accidents, machinery breakdown, explosion.

Each party will inform the other party, without delay, of the occurrence of any event of force majeure of which it becomes aware and which, in its view, is likely to affect the performance of the contract.

If the duration of the impediment exceeds 10 business days, the parties must consult one another within the 5 business days following the expiry of the 10-business-day period in order to examine in good faith whether the contract should continue or be terminated.

Article 10 – Governing law and disputes

These general terms and conditions of sale are governed by French law.

In the event of a dispute, the parties undertake to seek an amicable solution.

Failing an amicable agreement:

- where the Client is a professional, the courts having jurisdiction will be those of the district of the Service Provider's registered office;
- where the Client is a private individual, the statutory rules of territorial jurisdiction will apply.