CHÂTEAU DE VERSAILLES

TERMS AND CONDITIONS OF SALE FOR:

**GUIDED GROUP VISITS AND PRIVATE VISITS** 

2020

The present Terms and Conditions of Sale automatically apply, without restriction, to all

orders for:

- Guided group visits,

- Private tours

- Orders placed via the sales channels listed in Article 1 of the Établissement public du

château, du musée et du domaine national de Versailles (EPV) (Public Institution of the Palace, Museum and National Estate of Versailles), headquartered at Château de Versailles,

RP 834, 78008 Versailles Cedex. They may be modified without notice.

All of these offers are hereafter referred to as 'Visits'.

The EPV reserves the right to modify the present Terms and Conditions of Sale at any time,

without notice. Any new version of the latter shall be notified in advance on the first page of

the 'Contact' section. In the event of modification, all orders will be subject to the Terms and

Conditions of Sale that were in force at the time the order was placed.

The Customer's purchase of Visits indicates unconditional acceptance of the present Terms

and Conditions of Sale.

These Terms and Conditions of Sale apply to the exclusion of all other terms and conditions

of sale and are applicable in all countries.

For more information, a document for tourism professionals is available via the following

link: <a href="http://manueldesventes.chateauversailles.fr/#/tab/dash">http://manueldesventes.chateauversailles.fr/#/tab/dash</a>

The Seller:

Établissement public du château, du musée et du domaine national de Versailles (EPV),

(FR 15180046260),

SIRET number: 180 046 260 00014 - Code APE / 925 C

Headquartered at Château de Versailles, RP 834, 78008 Versailles cedex Governed by Decree n°2010-1367 of 11 November 2010 amended

#### Article 1. Terms of the Visits offer

- 1.1. The Visits offer applies to groups of 2 to 25 people.
- 1.2. Bookings open 3 months before the desired date of the Visit, on the first business day of the month at 8.30am, (e.g. on the 1st business day of February for Visits in May).
- 1.3. All purchases of a Visit result in an order for group tickets including the booking of the visit and admission.

An order is sold for a specified day and time of visit.

1.4. The EPV, in accordance with its sales policy, the capacity of the Palace and the availability of visits, offers a predefined amount of group tickets for sale.

The EPV reserves the right to increase or reduce the number of tickets for sale.

1.5. The EPV sells Visits via the following sales channels:

For Guided Visits, at the following email address: <a href="mailto:visiteguidee@crm.chateauversailles.fr">visiteguidee@crm.chateauversailles.fr</a> or via the form at: <a href="http://en.chateauversailles.fr/request-guided-visit-group-adults">http://en.chateauversailles.fr/request-guided-visit-group-adults</a>

For Private Tours, at the following email address: <a href="mailto:visiteprivee@crm.chateauversailles.fr">visiteprivee@crm.chateauversailles.fr</a>

- 1.6. On receipt of the booking and Visit availability request, EPV will send the Requester a booking form summarising:
  - The Customer's identity,
  - The order reference number
  - The service ordered
  - The price of the service and the payment terms
  - Cancellation conditions

In order to confirm the booking, payment of the Visit must be made within the deadlines specified in Article 3.1.

Payment methods are indicated in Article 3 hereafter.

1.7. Requests are handled on a first come, first served basis.

For more information, a document for tourism professionals is available via the following link: http://manueldesventes.chateauversailles.fr/#/tab/dash

# Article 2. Visit prices

- 2.1. Any Visit order, no matter where it originates, must be paid in euros.
- 2.2. Prices are indicated in euros, excluding tax.
- 2.3. Orders are invoiced based on the prices in effect at the time of the order.
- 2.4. The EPV reserves the right to modify its prices at any time, without notice.

### Article 3. Terms of payment of Visits

3.1. For all orders made between 3 months and 31 days before the date of the Visit, payment must be made within 15 days following the taking of the booking. For all orders made 30 days to 16 days before the date of the Visit, payment must be made within 48 hours following the taking of the booking. For all orders made 15 days to 1 day before the date of the Visit, payment must be made on the day the booking is taken.

For each receipt of payment, proof of purchase with the transaction reference number will be sent to the institution.

Exchange coupons and vouchers are not accepted as means of payment.

- 3.2. The following means of remote payment are accepted:
  - Credit cards from Monday to Friday, 9am to 5pm:

o Carte Bleue / Visa / Eurocard / Mastercard

**ICB** 

o American Express

The Customer warrants that they are fully authorised to use the credit card provided for

payment of their booking and that this card provides access to adequate funds to cover

the costs of the order.

The EPV is required to issue a double copy of proof of transaction stating the date, time and

amount of the transaction.

Proof of payment is sent to the email address provided during the order procedure.

The EPV uses the PAYBOX VERIFONE payment solution which stores a copy of the proof of

payment for a duration of 5 years, in addition to the limitation periods in effect.

PAYBOX VERIFONE archives this proof on a reliable and durable medium constituting an

exact copy pursuant to the provisions of Article 1379 of the Civil Code and Decree n°2016-

1673 of 5 December 2016. The IT registers of the Website shall be deemed by the parties as

proof of the communication, orders, payments and transactions carried out between the

parties.

Payment on invoice is reserved exclusively to legal persons governed by public law

via postal delivery of an order form addressed to the Service de l'Information et de

la Vente Indirecte or via email the address stipulated on the order form. Payment of this invoice must be made to the EPV Accounting Agency.

SIRET number: 180 046 260 00014 - Code APE 925 C

Intercommunity ID number: FR 15 18 0046260 00014

Intercommunity VAT number: FR 15180046260

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- Payment by bank transfer via a current account with the Yvelines Paymaster General. Important: The order number must be included in the title of the bank transfer.

IBAN: FR76 1007 1780 0000 0010 0398 661 BIC: TRPUFRP1

- Payment by bank or postal cheque payable in France, made out to l'Agent Comptable du château, du musée et du domaine national de Versailles, must be

sent with the present document by postal delivery within 15 days to the Régie des Recettes (date as per postmark).

The payment methods are summarised in the booking form sent by the EPV.

Payment methods accepted at the cash desk on site are: credit card, cheque, cash and payment on invoice.

## 3.3. Secure payments

The Website of the EPV is covered by a security system.

The secure payment solution PAYBOX VERIFONE uses an SSL encryption procedure.

The Visitor's bank details are thus protected, as solely the payment authorisation codes issued by the banks are stored.

The encryption methods and services used to secure transactions are subject to an authorisation or declaration by the PAYBOX VERIFONE services pursuant to the legislation in effect.

#### **Article 4.** Collection of tickets

- 4.1. Customers may receive their tickets by email or collect them on site at the cash desk.
- 4.2. Customers paying on invoice must provide the original of their order form at the cash desk on the day of the visit.

Article 5. Ticket validity

5.1. Group ticket holders may not use the individuals' entrance to the visitor circuits.

5.2. A group ticket may not be used outside of the order to which it pertains. All tickets in an

order must be used on the date and time stipulated on the order.

5.3. A group ticket may not be resold at a higher price than its face value.

Article 6. Delay

An exceptional delay of 30 minutes is accepted for groups having notified the contact centre

and presenting valid proof to the group desk:

Victim of an offence: filing of complaint

In the event of traffic delays: screen shot or photo of a traffic information site

In the event of public transport strikes: documentary proof issued by the transport

company or screen shot or photo of a passenger information site

In the event of health problems for one of the participants: medical certificate

All delays exceeding 30 minutes will result in the cancellation of the service provision and will

not be eligible for any form of refund.

In the event of an availability of a new slot, the group must pay for a new order.

Article 7. Cancellation and refund

In accordance with Article L.221-28 of the Consumer Code, the sale of admission tickets to a

museum, considered a recreational service, is not subject to a cooling-off period.

Nevertheless, the EPV wishes to entitle Customers of Visits to a conventional right of

withdrawal, under the following conditions:

All Customers may cancel a Visit, at no extra expense, 15 clear days before the date of the

Visit, without justification and without paying a penalty.

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All cancellations must be notified by email to the address provided in Article 1.5.

All cancellations made less than 15 days before the date of the Visit will remain payable to the

EPV.

In the event of cancellation or modification attributable to the EPV of the date or time of the

Visit for which the Customer has purchased tickets, the Customer accepts that the EPV

Customer Services, when possible, may use their contact details to provide instructions as to

obtaining a refund.

Personal data and cookies Article 8.

8.1 - Personal data

The Customer's personal data is required in order to process the order (including payment) and for communication with the EPV. The EPV stores this data in the Customer's personal account area; this information is required to carry out the transaction. In addition, once this

data is saved, the Customer will be able to complete further transactions more quickly.

This also enables the EPV to contact the Customer in the framework of Articles 6 and 7.

Using the forms available at the EPV website, www.chateauversailles.fr, the Customer may

choose to receive special offers or information regarding the EPV or its partners and service

providers, either via email or post.

The Customer's personal data is for use by the EPV data processing officer, it is used on either

a contractual basis for account management, or on the basis of the Customer's consent for communication purposes. Personal data may be transmitted, for the above-mentioned

purposes, to qualified persons within the EPV, in addition to the EPV's service providers and

partners, where necessary.

This data is stored for a period of 3 years starting on the day of the creation of the Customer

agreement account.

The Customer has the right to access, rectify, delete and oppose their data, in addition to the

right of portability and the right to the limitation of processing. The Customer may exercise

these rights via the contact form (http://en.chateauversailles.fr/contact-us), by selecting the

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'other subject' category, entering their contact details and providing any means of proof of

identity.

The Customer may also withdraw their consent to the sending of information or request the

deletion of their account at any time, via the contact form.

The Customer has the right to provide general and specific instructions relating to the exercise

of the above-mentioned rights upon their death.

The Customer also has the right to submit a complaint to the CNIL, the French supervisory

authority responsible for ensuring compliance with obligations relating to the protection of

personal data.

For all queries relative to the processing of their personal data, the Customer may contact the

EPV via the contact form.

8.2. Cookies

The EPV uses cookies to provide its Customers with the best possible quality of service, in

particular to enable effective operation of the online Visit booking service and for purposes of audience measurement. All information relating to the EPV's cookie policy is available on the

following page of its website: <a href="http://en.chateauversailles.fr/legal-information">http://en.chateauversailles.fr/legal-information</a>.

When the Customer visits the website, they are informed that a cookie may automatically be

installed on their browser software. The cookie records information relative to the Customer's

browsing. The cookie is required for the proper functioning of Visit ticket purchases.

The settings of the browser software (the procedure of which is indicated at the following

internet address: http://en.chateauversailles.fr/legal-information) notify the user of the presence of cookies and may allow the user to refuse them, in the manner described at the

following address: https://www.cnil.fr/fr/cookies-les-outils-pour-les-maitriser.

The Customer has the right to access, rectify, limit, transfer and delete their personal

information transferred via cookies, under the conditions mentioned above.

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## Article 9. Liability and penalties

9.1 All orders are taken based on information provided by the group leader or by the intermediary designated for this purpose.

Customers are responsible for verifying the information regarding their order.

Customer Services declines all responsibility for any order placed using incorrect or incomplete information.

9.2 The EPV reserves the right to apply penalties if the Customer does not abide by the present Terms and Conditions of Sale or regulations governing visits of the Palace and the Estate

In particular, if the composition of a group does not correspond to the order, and the order has not been regularised, the EPV reserves the right to deny access to the Palace.

9.3 The EPV declines all responsibility in case of non-provision arising from Force Majeure outside its control, including notably, disruption of transport, strikes, exceptional weather conditions and fire, etc.

#### Article 10. Miscellaneous

10.1. In the event that any one of the Terms and Conditions of Sale is considered illegal or unenforceable by a court decision, the other Terms and Conditions shall remain in force.

10.2. Pursuant to Articles 1365 and seq. of the French Civil Code and, where appropriate, Article L.110-3 of the French Commercial Code, the information provided on the Website and documents issued by the EPV shall be binding between the parties. The scope of proof of the information provided by the EPV's computer systems is that given to an original in the sense of a printed document, signed by hand.

### Article 11. Applicable law - Disputes

Sales of Visit tickets set forth in the present Terms and Conditions of Sale are governed by French law.

## Consumer dispute mediation:

Pursuant to the provisions of the French Consumer Code relative to 'the mediation of consumer disputes', the Customer is entitled to free recourse to the mediation service provided by the EPV. The 'consumer rights' mediator thus provided is the Association des Médiateurs Européens (AME)

This mediation service may be contacted:

- Via the contact form on the CMAP website at: <u>www.mediateur-conso.cmap.fr</u>,
- By email to:consommation@cmap.fr, or
- By post at the address: CMAP Service Médiation de la Consommation, 39 Avenue Franklin Roosevelt, 75008 Paris.

In the event of failure of the mediation, the Versailles courts shall have sole jurisdiction.