



CHÂTEAU DE VERSAILLES

TERMS AND CONDITIONS OF SALE FOR: THE VERSAILLES EDUCATION OFFER - EXCLUDING INDEPENDENT VISITS

2020

Preamble

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

- All orders for visits, workshops, training sessions or events provided in the framework of the 'Versailles Education' offer -excluding self-guided tours governed by the terms & conditions of sale - hereinafter collectively referred to as 'Visits';
- Orders for groups as described in Article 1;
- Orders placed by the following professionals:
 - School or university institutions and leisure centres;
 - Departments or structures directly or indirectly affiliated with the Ministry for National Education;
 - Non-profit organisations for travel and/or school trips (e.g. Mije, organisations affiliated with the Fédération des œuvres laïques [secular works] and organisations affiliated with La Ligue de l'Enseignement [educational works], etc.).
- Orders placed via the online sales service:

<https://billetterie.chateauversailles.fr/ext/billetterie5/index.php?site=chateauversaillesc olaire&p=1007> (hereinafter referred to as the 'Website').

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 tickets 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.

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

Customer Services:

Secteur Information et Vente Indirecte (SIVI)

1, rue de l'Indépendance Américaine

78000 VERSAILLES

Telephone: 01 30 83 78 00, Monday to Sunday, from 9am to 5pm.

Calling from outside of France: + 33 1 30 83 78 00

Email: versailleseducation@crm.chateauversailles.fr (to be used only for booking confirmation or for bookings which cannot be made by telephone or via the Online School Sales)

Contact form: <http://en.chateauversailles.fr/contact-us>

Article 1. Terms of the Visits offer

1.1. The Visits offer applies to groups of 1 to 35 people, including teachers and accompanying adults, according to the following quotas:

- Pre-school / majority of children under 6 years of age: 1 accompanying adult per 5 children.
- Primary school / majority of children under 10 years of age: 1 accompanying adult per 10 children.
- Secondary school / majority of children over 10 years of age: 1 accompanying adult per 15 children.

Additional paying accompanying adults may be included, up to 3 adults maximum and not exceeding a total number of 35 people.

The EPV reserves the right to exceptionally accept groups which do not correspond to this definition.

- 1.2. An order is sold for a specified day and time of visit.
- 1.3. The EPV, in accordance with its sales policy, the capacity of the Palace and the availability of visits, offers a predefined amount of Visits for sale.

The EPV reserves the right to increase or reduce the number of Visits for sale, at any time and without notice.

- 1.4. For all Visits:

Bookings open 3 months before the desired date of the Visit, on the first business day of the month, at 9.00am. Bookings close 30 days before the desired date of the Visit.

- 1.5. To order Visits, the Customer is required to create an account (using the procedure described hereafter) or to log onto their existing Website account. The Customer must complete all the required fields so that their request for a user name may be processed.

To create an account, the Customer complete the online form to obtain a user name and password with which they may connect to the online sales channel for teachers, at: <http://en.chateauversailles.fr/school-ticketing-account>.

To register, the Customer must provide their Personal Data and thus undertakes to ensure the information they provide is accurate and correct.

- 1.6. To delete this account, the Customer must complete the form available at <http://en.chateauversailles.fr/contact-us>, select the 'other' category and enter their name and login details

Article 2. Orders via the Website

- 2.1 Steps:

Step 1: Customer login on the School Sales Website homepage.

Step 2: Select the date and time of Visit.

Step 3: Select price '1'

Step 4: Select the number of participants (pupils and accompanying adults included)

Step 5: Add the selection to the cart.

Step 6: Enter the name of the group.

Step 7: Complete the 'comments' field (pupils' level, specificities of group, etc.)

Step 8: Accept the Terms & Conditions of Sale by clicking on the corresponding box in order to validate the booking.

Step 9: A confirmation email and a booking form are sent to the email address provided upon registration.

Unless proven otherwise, the data recorded constitutes proof of all transactions between the EPV and its customers.

- 2.2 Any Visit order, no matter where it originates, must be paid in euros.
- 2.3 Ticket prices are specified in euros excluding taxes (pursuant to the provisions of Article 256 B of the GTC).
- 2.4 Orders are invoiced based on the prices in effect at the time of the order.
- 2.5 The EPV reserves the right to modify its prices at any time, without notice.
- 2.6 In order to confirm the booking, payment of the Visit must be made within 15 clear days after receipt of the booking form.

Article 3. Terms of payment

3.1 Payment is made by the Customer in accordance with the terms specified on the booking form:

- Deferred payment by credit card:

Contact Laser Contact to proceed to payment on 01.30.83.78.00 within 15 days after the booking is made.

- Deferred payment on invoice:

Email the corresponding order form to EPV, specifying the name of the paying establishment and the booking reference number at: versailleseducation@crm.chateauversailles.fr. Payment is made pursuant to the terms of Article 3.3.

- Deferred payment by cheque: l'Agent Comptable du château, du musée et du domaine national de Versailles.

Bank or postal cheque payable in France, made out to L'Agent Comptable du château, du musée et du domaine national de Versailles, to be posted within 15 days after the booking is made (date as per postmark), accompanied by the booking form, to La Régie des Recettes at 1 Rue de l'Indépendance Américaine, RP 834, 78008 Versailles Cedex.

- Deferred payment by bank transfer within 15 days after the booking is made:

Authorised bank transfer via a current account with the Yvelines Paymaster General.
IBAN: FR76 1007 1780 0000 0010 0398 661. BIC: TRPUFRP1.

Important: The booking reference number must be included in the title of the bank transfer.

3.2 For payment by credit card, the following cards are accepted:

- Carte Bleue / Visa / Eurocard / Mastercard;
- JCB;
- American Express.

3.3 For payment on invoice, the Customer must fulfil the following conditions:

- The Customer must be a French structure incorporated under public law;
- The Customer must send a copy of the order form 15 clear days at the latest after the date the booking is made;
- The Customer must present the original of the order form at the group cash desk on the day of their visit;
- Payment must be made to the EPV accounting agency before the deadline stated on the invoice.

3.4 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 3 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 computer registers of the Website shall be deemed by the parties as proof of the communication, orders, payments and transactions carried out between the parties.

3.5 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.

3.6 In the event of non-compliance with these terms, the EPV reserves the right to cancel the order. Amounts already paid by the Customer to the EPV shall not be refunded.

3.7 Customers may receive their tickets by email or collect them on site at the cash desk.

3.8 The EPV reserves the right to define the methods authorised for collection of tickets for a given order.

The Customer's name will appear on the ticket they have purchased.

The illegal reproduction and/or use of a counterfeit ticket is liable to criminal prosecution.

The EPV shall not be held liable for the loss, theft or use of copies without the Customer's knowledge, including within the Palace and national estate of Versailles and the Trianon.

In the event of disregard of one of the provisions specified in the present Article, the EPV reserves the right to deny admission to the Service Provision in question.

3.9 On admission, any Customer unable to present the tickets purchased may obtain duplicates from the cash desks located in the North Ministers' Wing.

3.10 Bookings may not be modified. The teacher is requested to log into their online account to proceed to the cancellation of the desired booking. A new booking must be made according to their needs.

- 3.11 Bookings may be cancelled by email up to 15 days before the date of the Visit at: versailleseducation@crm.chateauversailles.fr. The order will be reimbursed within a period of 3 months.
- 3.12 Bookings may be cancelled by email less than 15 days before the date of the Visit at: versailleseducation@crm.chateauversailles.fr. However, within this time frame, the booking remains payable to the EPV.

Article 4. Validity of group tickets

- 4.1 School ticket holders may not use the individuals' entrance to the visitor circuits.
- 4.2 All tickets in an order must be used on the date and at the time and for the circuit stipulated on the order. A ticket may not be used outside of the order to which it pertains.
- 4.3 School tickets may not be resold.
- 4.4 A school ticket must specify the name of the Customer and the price of the order, failing which admission will be denied.
- 4.5 All claims must be lodged via the contact form available at: <http://www.chateauversailles.fr/contacts-/contact>. The Customer must select the 'claims' category.
- 4.6 In the event of non-compliance with the stipulated terms, the EPV reserves the right to cancel the order. Amounts already paid by the Customer to the EPV shall not be refunded.

Article 5. Delay - Cancellation and refunds

- 5.1 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.

5.2 Cancellation - Refund

A ticket may not be cancelled or reimbursed except in the event of cancellation of the corresponding Service Provision by the EPV or at the request of the teacher within the time frames specified in Article 3.11.

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

notify the Customer of the cancellation of a Service Provision and provide instructions as to obtaining a refund or postponement.

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.

All claims, regardless of their nature, must be lodged using the contact form at (<http://en.chateauversailles.fr/contact-us>) on the day of the visit at the latest. The Customer must select the 'claims' category.

Article 6. Personal data and cookies

6.1 - 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 Article 5.

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 'other' 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.

6.2. 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: <http://en.chateauversailles.fr/legal-information>.

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.

Article 7. Liability and penalties

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.

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.

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 8. Miscellaneous

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.

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 9 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: www.mediateur-conso.cmap.fr,
- 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.