

GENERAL CONDITIONS OF SALE FOR SELF GUIDED TOURS IN GROUPS¹:

2018

Foreword

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

- ➤ All self-guided tour orders,
- Groups described in Article 1,
- Tours carried out by the following professionals:
 - All legal entities who organise self-guided tours for groups,
 - Any physical person authorised by the competent French Ministries (Culture and Communication, National Education, Tourism),
 - Teachers and cultural educators.
- Through the channels of sale 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.

The EPV reserves the right to amend these General Conditions of Sale at any time, without prior notice. All new versions of these conditions shall be indicated beforehand on the first page of the "Contact" section. In the event of an amendment, the General Conditions in force on the day the order is placed shall be applicable to the said orders.

The purchase of group tickets by the customer implies that it agrees completely with these conditions of sale.

These conditions are applicable, excluding all other conditions of sale and for 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 - SIC code / 925 C

headquartered at Château de Versailles, RP 834, 78008 Versailles Cedex, FRANCE and governed by French decree no. 2010-1367 of 11 November 2010 as amended

¹ Groups must contact an outside person who is likely to obtain the right to provide information (conditions stated in Article 1.1 below). Any group which shows without a guide will be refused access for the tour, without reimbursement for the reservation.

Customer Relations Department: Information and Indirect Sale sector 1, rue de l'Indépendance Américaine 78000 VERSAILLES

Calling from within France: 01 30 83 04 05, from Monday to Sunday at 9:00 am to 5:00 pm.

Calling from outside of France: + 33 1 30 83 04 05

Email: <u>visitesautonomes@crm.chateauversailles.fr</u> (only for confirmation requests or reservations which are not possible by phone).

Contact form: http://www.chateauversailles.fr/contacts-/contact

Article 1 - Terms of sale for self-guided tours

1.1- The offer of self-guided tours involves providing access to all the circuits of the Palace that are freely accessible during the day of the tour.

Self-guided tours do not have commentary. Therefore, the customer has to rely on an outside person who has the right to provide information (professional teachers and guide-interpreters authorised by the competent French Public Authorities - in this case, the right to provide information is granted upon presentation of proof during the group entry checking. Please note that one guide can guide one group only once. Similarly, one group can have only one guide).

Any group which shows without a guide (or teacher) will be refused access for the tour, without reimbursement for the reservation.

1.2- The self-guided tours offer is intended for groups of 2 to 30 persons, without a guide.

The EPV reserves the right to accept groups that do not match this description on an exceptional basis.

A group of 2 to 10 people is considered to be a "small group".

A group of 11 to 30 people is considered to be a "big group".

- 1.3- There are two types of self-guided tour offers:
 - ➤ The "academic" tour is intended for groups that have at least 10 children younger than 18 years old who are part of a self-guided tour in an academic context, and are thus accompanied by their teacher at the least.
 - The "adult" tour is intended for groups of at least 9 children less than 18 years old. This type of tour has to include more adults than these children younger than 18 (excluding the guide).
- 1.4- All purchases of a self-guided tour involve an order for group tickets which include the reservation for the tour and the entry fee.

An order includes a day and a timing of the tour.

1.5- Depending on its commercial policy, the capacity of the Palace and the availability of tours, the EPV puts up a pre-defined quantity of tickets for sale.

It reserves the right to increase or reduce the number of tickets for sale at any time without prior notice.

- 1.6- The EPV has self-guided visits for sale through three sales channels:
 - ➤ The Customer Relations Department

Public Institution of the Palace, Museum and the National Estate of Versailles The contact details for which are given in the foreword.

➤ The on-site sales team of the EPV.

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

Cultural Development Division

RP 834

78008 Versailles Cedex

➤ Online sale:

http://billetterie.chateauversailles.fr/ext/billetterie5/index.php?site=chateauversaillespro&p=1007 (hereafter referred to as the "Site").

Article 2 - Terms of orders placed on the Site

2.1- To be able to place orders for the "adult" or "academic" self-guided tours tickets, the customer has to create an account (according to the procedure described below) or has to log-in on the Site if it already has an account. Customers must mandatorily fill the fields indicated as mandatory to ensure their order is processed.

To create the account, the Customer must contact the EPV at the address visitesautonomes@crm.chateauversailles.fr to obtain a username and password using which it can connect to the dedicated group online sales channel at the address: http://billetterie.chateauversailles.fr/ext/billetterie5/index.php?site=chateauversaillespro&p=1007 When registering, the customer has to provide Personal Data about himself and in this regard, undertakes that the information it provides is accurate and correct.

- 2.2- To delete this account, the customer must fill out the form available at the address http://www.chateauversailles.fr/contacts-/contact choose the category "other" and indicate its name and username.
- 2.3- Online order process:
 - **Step 1:** Log-in on the home page of the Site.
 - > Step 2: Select the date and time of the tour.
 - > Step 3: Choose the desired quantity of tickets.
 - ➤ Step 4: Add to cart and select okay.
 - > **Step 5:** Provide a name for the group.

- > Step 6: Accept the General Conditions of Sale by ticking the corresponding box to validate the order.
- > Step 7: Complete the payment by entering the bank card details on the secure page.
- > Step 8: The customer will then receive the confirmation of your order which is sent to the e-mail address provided during registration on the site.
- 2.4- Unless proven otherwise, the registered data constitute proof of all transactions that take place between the EPV and its customers.
- 2.5- All purchases are firm and definitive, the Visitor cannot cancel or modify the order once the payment is confirmed, in compliance with Article 15.

For more information, a document intended for tourism professionals can be found at the following address: http://manueldesventes.chateauversailles.fr/#/tab/dash

Article 3 - Rates for self-guided tours

- 3.1- All self-guided tour orders irrespective of their origin, are to be paid in Euros.
- 3.2- The cost of the group tickets are indicated in Euros, net of taxes (in compliance with the provisions of Article 256 B of the GTC).
- 3.3- The orders are invoiced on the basis of the rates in force at the time the orders are registered.
- 3.4- The EPV reserves the right to modify its costs at any moment without prior notice.
- 3.5- The self-guided tours sold as part of the "All circuits; free access to the Palace" offer are likely to involve a complete or partial exoneration for people for whom the situations stated in the document "Exonerations of the right to access permanent collections of the museum" are applicable the document can be viewed at the following address: http://www.chateauversailles.fr/resources/pdf/fr/exonerations_fr.pdf
- 3.6- The "academic" self-guided tours are free for the adults who accompany the young visitors who have come for an academic or extra-curricular tour, as per the following quotas:
 - Maternal / majority of children younger than 6 years: right to have 1 companion for 5 children.
 - > Primary / majority of children younger than 10 years: right to have 1 companion for 10 children.
 - ➤ Secondary / majority of children older than 10 years: right to have 1 companion for 15 children. It is possible to integrate additional paid companions, with a maximum of 3.
- 3.7- Visitors who are likely to obtain complete or partial exoneration of the ticket price must provide an identity document and the related proofs during the check.

Article 4 - Terms of accreditation of customers

- 4.1- The EPV offers two types of accreditations: Single agreement and Major Account agreement.
- 4.2- Obtaining a single agreement is subject to the following conditions:

Any customer who wishes to obtain a Single Agreement must meet the following criteria:

- The customer's primary activity must be tourism-related,
- The customer must purchase at least 8000 paid "adult" tour tickets in a year,
- The customer distributes its purchase such that the number of planned orders during the off-season represents at least a quarter of the planned orders in peak season.

Any customer who wishes to obtain a Major Account Agreement must meet the following criteria:

- ➤ The customer's primary activity must be tourism-related,
- ➤ The customer must purchase at least 15 000 paid "adult" tour tickets in a year,
- The customer distributes its purchase such that the number of planned orders during the off-season represents at least a quarter of the planned orders in peak season,
- > The customer undertakes to request at least one-third of its reservations in the allotted slots per week.

Any customer who wishes to continue the Major account agreement must, in addition to the abovementioned criteria, use more than 65% of the allotments granted to him.

The reference considered for studying the customer's dossier is the entire amount of orders for adult tours purchased during the year before the request for accreditation, excluding cancellations.

4.3- Being accredited has its advantages.

Any customer who has obtained a Single agreement has the following rights:

- > Invoicing at the end of the month,
- ➤ 10% discount for each group ticket purchased for a self-guided tour.

Any customer who has obtained a Major account agreement has the following rights:

- Invoicing at the end of the month,
- Regular tour slots reserved throughout the season, called allotments,
- > 15% discount for each group ticket purchased for a self-guided tour.
- 4.4- All accreditations are governed by an Agreement signed by the customer and by the EPV

Article 5 - Terms of sale for "adult" self-guided tours

5.1- All customers who have a Major account Agreement may purchase "adult" self-guided tours as part of the allotments. The terms are as follows:

The EPV grants the customer regular reserved tour slots throughout the season and records the corresponding reservations.

For each reservation, the EPV validates the order on three conditions:

- ➤ The customer must specify the exact number of tickets to reserve and confirm its allotments at the latest 15 days before the date of the tour,
- > The order must include at least ten paid tickets,
- ➤ The customer is not subject to any penalty defined in Article 14.2.
- 5.2- Any customer may purchase "adult" self-guided tours through advance reservations. The terms are as follows:

The EPV grants the customer a tour slot and registers the corresponding reservation.

Based on this reservation, the EPV validates the order on two conditions:

- The customer must complete the payment for its order when reserving, except in case it has the option of paying for its order upon presentation of the invoice. In the event the customer has the option of paying for its order upon presentation of the invoice, it must confirm its order by sending a confirmation mail (customers with agreements) or a photocopy of its order receipt on the day when the reservation is done, at the following email address <u>visitesautonomes@crm.chateauversailles.fr</u>
- > The customer must complete the payment for its order on the same day when the EPV makes the reservation,
- The customer is not subject to any penalty defined in Article 14.2.
- 5.3- Any customer may purchase "adult" self-guided tours through last-minute reservations from D-3 to D, considering the limitation of availability and frequency of visiting. The terms are as follows:

The EPV grants the customer a tour slot and registers the corresponding reservation.

Based on this reservation, the EPV validates the order on two conditions:

- The customer must complete the payment for its order on the same day when the EPV makes the reservation. In the event the customer has the option of paying for its order upon presentation of the invoice, it must confirm its order by sending a confirmation mail (customers with agreements) or a photocopy of its order receipt on the day when the reservation is done, at the following email address visitesautonomes@crm.chateauversailles.fr
- ➤ The customer is not subject to any penalty defined in Article 14.2.
- 5.4- In the event these conditions are not complied with, the EPV reserves the right to cancel the order. The amounts already paid by the customer to the EPV shall not be reimbursed, as stated in Article 14.2.

Article 6 - Terms of sale for "academic" self-guided tours

6.1. Any teacher may purchase "academic" self-guided tours through advance reservations at the latest 3 days before the date of the tour. The terms are as follows:

The EPV grants the customer a tour slot and registers the corresponding reservation.

Based on this reservation, the EPV validates the order on three conditions:

- The customer must specify the exact number of tickets to reserve and confirm its reservation by sending a confirmation document bearing the date, signature and stamp of the establishment, at the latest 15 days before the date of the tour at the following address: visitesautonomes@crm.chateauversailles.fr
- In the event the order includes paid group tickets, the customer must complete the payment for its order at the latest on the day of its tour, before its tour leaves in case the customer has the option of paying for its order upon presentation of the invoice, it must confirm its order by sending a copy of its purchase order at the address visitesautonomes@crm.chateauversailles.fr at the latest 15 days before the date of its tour.
- The customer is not subject to any penalty defined in Article 14.2.
- 6.2- Any customer may purchase "academic" self-guided tours through last-minute reservations from D-3 to D-1, considering the limitation of availability and frequency of visiting. The terms are as follows:

 The EPV grants the customer a tour slot and registers the corresponding reservation.

Based on this reservation, the EPV validates the order on three conditions:

- The customer must specify the exact number of tickets to reserve and confirm its reservation by sending a confirmation document bearing the date, signature and stamp of the establishment, on the day the reservation is made, at the following address: wisitesautonomes@crm.chateauversailles.fr In the event the customer makes an on-the-spot reservation on the day of the tour, it does not need to send a written confirmation.
- In the event the order includes paid group tickets, the customer must complete the payment for its order at the latest on the day the reservation is made in case the customer has the option of paying for its order upon presentation of the invoice, it must confirm its order by presenting a copy of its purchase order at the latest on the day of the tour, before leaving.
- The customer is not subject to any penalty defined in Article 14.2.
- 6.3- In the event these conditions are not complied with, the EPV reserves the right to cancel the order.

 The amounts already paid by the customer to the EPV shall not be reimbursed, as stated in Article 14.2.

Article 7 - Terms for payment for self-guided tours

- 7.1- The payment methods accepted by telephone by the Customer Relations Department are debit card and payment upon presentation of invoice.
- 7.2- The payment methods accepted on-site by the group ticket counters are debit card, cheque, cash and payment upon presentation of invoice. Payments are valid only in Euros.
- 7.3- The EPV reserves the right to decide the authorised payment methods for a given order, depending on the accreditation agreement signed with the customer, the date on which the customer makes the payment and the legal status of the customer.

7.4- In case of card payment, the following cards are accepted for payment for orders:

> Carte bleue / Visa / Eurocard / Mastercard,

➤ JCB,

> American Express.

7.5- In case of payment upon presentation of the invoice, the conditions must meet the following conditions:

Must be a Single or Major account agreement holder,

Must be a French Public Law organisation,

> Send a copy of its purchase order at the latest 15 days before its tour,

> Present the original copy of its purchase order at the group ticket counters on the day of the tour,

➤ Make its payment to the EPV's accounting firm.

7.6- The customer guarantees that it is fully authorised to use the card used for the payment of its order and that this card has sufficient funds to cover all expenses resulting from its order.

The EPV is obligated to make a duplicate of the transaction receipt including the date, time and amount of the transaction.

The payment proof is sent to the email indicated when placing the order.

The EPV uses the PAYBOX VERIFONE payment solution, which retains a copy of the transaction receipt for 5 years, plus any applicable limitation periods.

PAYBOX VERIFONE will archive this receipt on a reliable and durable medium which will serve as a true copy in compliance with the provisions of Article 1379 of the Civil Code. The digital registers of the Site will be considered by the parties as proof of communications, orders, payments and transactions which have taken place between the parties.

7.7- Securing the payments

The EPV site has a security system.

The PAYBOX VERIFONE secure payment solution has SSL encryption. The customer's bank details are thus protected, since only the payment acceptance codes sent by the banks are retained.

The EPV guarantees that the encryption resources and services used to secure the transactions are subject to authorisations or declarations pursuant to the legislation in force.

Article 8 - Terms for obtaining the tickets

8.1- The methods for obtaining tickets offered to the customer are sending via mail or providing them at the group ticket counters.

8.2- The EPV reserves the right to decide the authorised methods for obtaining tickets for a given order,

depending on the accreditation agreement signed with the customer, the date on which the customer makes

the payment and the legal status of the customer.

The name of the customer shall be stated on the ticket it has purchased.

All persons who reproduce a ticket illegally and/or use a counterfeit ticket are liable to face legal action.

The EPV denies all liability in the event of loss or theft use of copies without the customer's knowledge,

including inside the Palace enclosure and the National Estate of Versailles and Trianon.

In the event of failure to properly understand the conditions stated in this Article, the EPV reserves the

right to refuse access to the service in question.

Article 9 - Purchasing additional tickets

9.1- Customers with Single or Major Account agreements may increase the number of tickets in their order at

the latest by D-1 by contacting the Customer Relations Department and on the day of the tour by

contacting the group ticket counter.

The conditions for increasing the quantity of tickets are:

> The demand must not exceed the number of spots available at the time of the increase,

> The demand must not exceed the limit of the authorised quantity of persons, i.e. + 3 persons for a small

group or + 10 persons for a big group,

> Payment for additional tickets is done in compliance with the conditions applicable for reservations

provided for in Article 7 above.

9.2- It is not possible to reduce the number of tickets.

Article 10 - Duplicate tickets

If during the group check, a customer is unable to present the tickets it has purchased, it can contact the group

ticket counters to obtain duplicates.

Article 11 - Changing the date of the tour

A customer can change the date or time of its tour once, on five conditions:

> The request pertains to an order for which a reservation has been made (it is not possible to make

adjustments for an order through allotment or online sale),

> The request pertains to all the tickets of the order,

> The request is sent at least:

7 days before the date of the tour in case of a date change,

an hour before the planned tour time in case of a change in timing,

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The new date or time of the tour is fixed immediately (date to be chosen from among reservations available on the date the change request is made),

The request is confirmed in writing on the same day by the customer.

In case one of these conditions is not fulfilled, the tour shall be cancelled pursuant to the conditions of Article 14.

Article 12 - Discount for group tickets

12.1- The EPV offers discounts on purchases of group tickets under certain conditions.

> A discount of 10% on the "group - self-guided tours" tickets is applicable for all customers who purchase at least 8000 tickets in total since the start of the ongoing calendar year,

> A discount of 15% on the "group - self-guided tours" tickets is applicable for all customers who

purchase at least 15000 tickets in total since the start of the ongoing calendar year.

12.2- The EPV calculates the total number of tickets from 1 January to 31 December of each calendar year, on

request of the customer. It prepares a list of customers who are entitled to discounts at the end of every

month and applies this list for the following months up to 31 December of the ongoing year.

Discounts cannot be applied retroactively.

12.3- Simultaneously, the EPV applies the discounts defined in Article 4.3 to customers who enjoy Single and

Major Account agreement holders.

Article 13 - Validity of group tickets

13.1- A group ticket does not allow entry to individuals for the tour circuits.

13.2- A group ticket cannot be used beyond the scope of the order of which it is a part. All group tickets of an

order must be used on the date, time and circuit stated on the order.

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

13.4- A group ticket must include the name of the customer as well as the amount of the order, otherwise entry

may be refused.

13.5- All complaints must be made using the contact form, which is available at the address

http://www.chateauversailles.fr/contacts-/contact The customer has to choose the "complaints" category as

the subject.

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Article 14 - Liability and Penalties

14.1- All reservations are recorded exclusively on the basis of the information provided by the group leader or by

the intermediary appointed by him for this purposes.

The customer is obligated to verify the information of its order.

The Customer Relations Department denies all liability in the case of reservations made on the basis of

inaccurate or incomplete information.

14.2-The EPV reserves the right to apply penalties in case the customer fails to comply with these General

Conditions of Sale as well as the Tour rules of the museum and the domain.

The EPV also has the following rights:

> Invoicing a fixed rate of 25 Euros for any customer who has reserved an "academic" self-guided tour

and then fails to be present for the tour,

> In the event the conditions stated in Articles 6.1 and 6.2 are not complied with, the EPV reserves the

right to cancel the order. The amounts already paid by the customer to the EPV shall not be reimbursed,

> Refuse access to the Palace to any group whose composition does not correspond with the order, except

in case the order is regularised.

The EPV also reserves the right to suspend or stop the application of the discount-related provisions for

group tickets and accreditation in case the customer fails to comply with these General terms and

conditions more or the Tour rules of the museum and the domain, more than once.

14.3- The EPV cannot be held liable for any failure in execution, which could be caused by a case of force

majeure, outside of its control, including in particular, public transport disruptions, strikes, exceptional

weather conditions, fire, etc.

Article 15 - Cancellation and reimbursement

15.1- A ticket cannot be cancelled or reimbursed except in case the EPV cancels the corresponding service.

15.2- In the event the cancellation or change in the date or time of a tour for which the customer has purchased tickets is declared and is attributable to the EPV, the customer accepts that the EPV Customer Relations

Department, insofar as possible, may use its contact details to provide information about the cancellation of

a service and about the steps to be taken to obtain a reimbursement or deferment.

15.3- In compliance with Article L.221-28 of the Consumer Code, the sale of entry tickets in museums, similar to

that of provision of leisure services, does not entail any withdrawal period.

15.4- All complaints, irrespective of the nature, must be in writing, and sent through the contact form

(http://www.chateauversailles.fr/contacts-/contact) at the latest on the day of the tour. The customer has to

choose the "complaints" category as the subject.

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Article 16 - Personal data - cookies

16.1- Personal data

The Public Institution of the Palace, the Museum and the National Estate of Versailles implements data processing for the purposes of managing and monitoring orders, their delivery, payment, customer relations and

prospection. Automated processing of the customer's personal information and particularly handling customer

emails, requires the EPV to make a declaration with the CNIL.

Information and data related to the customer is necessary for processing its order and for managing its relations with the EPV. This information is stored in the EPV database. The data are stored in the customer's personal

with the EPV. This information is stored in the EPV database. The data are stored in the customer's personal account by the EPV: these data help facilitate the transactions. Moreover, once these data are saved, customers

can transact faster in the future.

This information could help the EPV contact the customer, insofar as possible, in the event of a cancellation or

modification in the date of the service for which the customer has purchased tickets, within the context of Article

15.2 below.

In compliance with the "Computers and Liberties" law, dated 6 January 1978, all customers have the right to

access, rectify and delete their personal data, which can be done by using the contact form (http://www.chateauversailles.fr/contacts-/contact) by choosing "other" as the subject. A reply will be sent within

2 months after the EPV receives the request.

Using the forms available on the website of the EPV www.chateauversailles.fr the customer may choose to

receive emails or letters concerning offers or information about the EPV and its partners. If the customer does

not wish to receive any material from the EPV, it must indicate so by selecting the appropriate choice on the EPV

site or by sending a request to the Customer Relations Department.

16.2 - Cookies

The EPV uses cookies to offer a better service experience to customers and particularly to allow proper

functioning of the online self-guided tours ticket reservation service and site usage analytics. All the information

related to the EPV cookies policy is given on the following page of the Si

 $\underline{http://www.chateauversailles.fr/mentions-legales/ment$

The customer is informed that when it visits the site, a cookie may be automatically installed on its browsing

device. Cookies are used to record the customer's browsing information. Cookies are necessary for the proper

functioning of the online self-guided tours ticket purchase process.

The browser configuration (the procedure for which is indicated at the following address:

http://www.chateauversailles.fr/mentions-legales/mentions-legales/mentions-legales/cookies) gives you an option of an alert about the presence of cookies and possibly allows you to refuse them, such as described below:

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

ÉTABLISSEMENT PUBLIC DU CHÂTEAU, DU MUSÉE ET DU DOMAINE NATIONAL DE VERSAILLES The customer has the right to access, remove and modify personal data communicated through cookies as per the conditions stated above.

Article 17 - Miscellaneous

- 17.1-In the event any of the terms in the General Conditions of Sale are considered to be illegal or unenforceable through a legal decision, the other provisions shall remain in force.
- 17.2-Pursuant to the application of Articles 1365 and the following of the Civil Code and, if necessary, Article L.110-3 of the Commercial Code, the information provided on the Site shall be valid between the parties. The scope of the proof for information provided by the EPV digital systems is equal to that of an original paper copy, which has been signed by hand.
- 17.3-Failure by the customer to comply with the obligations undertaken as per the terms of these General Conditions of Sale, and in particular, regarding any incident related to payment for an order, may result in the suspension of access to the Site service, or even the deletion of the customer account depending on the degree of seriousness of the actions in question, without prejudice to any damages which the EPV may claim. Consequently, the EPV reserves the right to refuse any order from a customer who may be involved in such a dispute.

Article 18 - Applicable law - Disputes

The ticket sales for self-guided tours stated in these General Conditions of Sale are subject to French law. In the event of a dispute, the jurisdiction of Versailles shall have sole competence.