

TERMS AND CONDITIONS OF SALE FOR:

INDEPENDENT GROUP VISITS¹

2022

Preamble

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

- -all orders for self-guided tours
- -orders for groups as described in Article 1
- -orders placed by the following professionals:
 - ➤ Any legal entity organising independent group visits;
 - Any natural person certified by the competent French ministries (Culture & Communications, National Education or Tourism);
 - School teachers and cultural institutions,² schools or higher education 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 via the sales channels, listed in Article 1 below, 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.

¹ Groups must call on an external person who may obtain a speaking right (terms specified in Article 1.1 hereafter). Groups arriving without a guide will be denied admission and the booking will not be refunded.

² Offers via Versailles Education (visits, events and workshops organised with a mediator and training sessions) booked by schoolteachers online are governed by specific TCS.

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 group 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

Customer Services:

Secteur Information et Vente Indirecte (SIVI) 1, rue de l'Indépendance Américaine 78000 VERSAILLES

Telephone: 1 30 83 04 05, Monday to Sunday, from 9am to 5pm.

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

Email: <u>visitesautonomes@crm.chateauversailles.fr</u> (to be used exclusively for confirmation requests or bookings which cannot be made by telephone).

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

Article 1. General provisions

1.1. The Independent Visit offer provides open access to all the circuits of the Palace on the day of the visit.

Independent Visits do not avail of a commentary. The Customer must thus call on an external person who may obtain a speaking right (teachers and professional guides certified by the competent French public authorities - in this case, the speaking right is

granted upon presentation of supporting documents during the group admission procedure and will be delivered at the earliest 1 hour before the start of the visit.

Please note that a guide can only guide one group at a time. Similarly, a group can only be guided by one guide (unless otherwise stated).

Any group arriving without a guide (or teacher) will be refused access to the visit, without the possibility of a refund of their reservation.

"Guided" groups (excluding teachers and relay cards) must be equipped with audiophones. The equipment can be rented when the order is taken or on site on the day of the visit at the North Ministers' Wing. The rate is 16 euros per group of 5 to 30 people or per speaking right. The audiophones are distributed 15 minutes before the visit time.

The guide, teacher or carte relais holder must present his or her guide, teacher or relay card at the reception desk to obtain the right to speak.

The guide's, teacher's or carte relais and the right to speak must be visible to the control officers or supervisors throughout the visit.

1.2. The Independent Visit offer applies to groups of 2 to 30 people, excluding the guide.

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

A 'small group' is defined as a group of 2 to 10 people.

A 'large group' is defined as a group of 11 to 30 people.

- 1.3. There are two categories of Self-Guided tour offers:
 - The 'School Visit' category applies to groups of at least 10 peoples under the age of 18, on an independent school visit in the company of, at minimum, their teacher.
 - The 'Adult' category applies to groups with a maximum of 9 peoples under the age of 18. It is imperative that the order includes more adults than under-18s (excluding the guide).
- 1.4. All purchases of an Self-Guided tour 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.
- 1.5. 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, at any time and without notice.

1.6. The EPV sells Self-Guided tours via three sales channels:

For all adult and school groups:

Customer Services

Etablissement public du château, du musée et du domaine national de Versailles

Contact details are to be found in the preamble.

> The on-site sales team of the EPV Établissement Public du Château, du Musée et du

Domaine National de Versailles (EPV)

Cultural Development Department

RP 834

78008 Versailles Cedex

For adult groups only:

Online sales:

<u>007</u> (hereinafter referred to as the 'Website').

Article 2. Self-Guided tour prices

2.1. Any Self-Guided tour order, no matter where it originates, must be paid in euros.

2.2. The prices of group tickets are specified in euros excluding taxes (pursuant to the

provisions of Article 256 B of the General Tax Code).

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.

ÉTABLISSEMENT PUBLIC DU CHÂTEAU, DU MUSÉE ET DU DOMAINE NATIONAL DE VERSAILLES RP834 – 78 008 Versailles cedex 2.5. Self-Guided tours sold in the framework of the 'Open access to all Château circuits' offer may allow total or partial exoneration for persons in one of the situations specified in the document 'Exonerations for admissions to the permanent collections of the museum' - this document is accessible at the following address:

http://en.chateauversailles.fr/plan-your-visit/conditions-free-admission

2.6. Self-Guided tours in the 'School' category are free of charge for accompanying adults, for young people visiting in the framework of a school or after-school trip, in accordance with 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.

2.7. Visitors who may be eligible for partial or total exoneration of the ticket price must present ID and the relevant supporting documents upon admission.

Article 3. Self-Guided 'Adult' Tours

3-1. Orders via the Website

3.1.1 To order tickets for Self-Guided 'Adult' Tours, 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 the order may be processed.

To **EPV** account, the Customer must contact at create an visitesautonomes@crm.chateauversailles.fr to obtain a user name and password with which they the online sales channel may connect for groups, at: http://billetterie.chateauversailles.fr/ext/billetterie5/index.php?site=chateauversaillespro&p=1007.

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

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

3.1.3. Procedure for online orders:

- **Step 1:** Customer login on the Website homepage.
- **Step 2:** Select the date and time of visit.
- **Step 3:** Select the number of tickets required.
- > **Step 4:** Add the selection to the cart and confirm.
- **Step 5:** Enter the name of the group.
- > **Step 6:** Accept the Terms & Conditions of Sale by clicking on the corresponding box in order to validate the order.
- > **Step 7:** Proceed to payment by entering the credit card number on the secure page.
- > **Step 8:** Receive the acknowledgement of order sent to the email address provided on registration to the Website.
- 3.1.4. Unless proven otherwise, the data recorded constitutes proof of all transactions between the EPV and its customers.
- 3.1.5. All purchases are firm and definitive, no cancellations or modifications may be made by the Visitor once payment has been confirmed, in accordance with Article 8.

For more information, a page for tourism professionals is available via the following link: https://en.chateauversailles.fr/tourism-professionals

3-2. Customer accreditation terms

- 3.2.1. The EPV has two forms of accreditation: Simple Agreement and Key Account Agreement.
- 3.2.2. The Simple Agreement is subject to conditions :
- All Customers wishing to obtain the Simple Agreement must fulfil the following conditions:
 - The Customer's main activity is linked to tourism:

- > The Customer must purchase at least 8000 paying tickets for 'adult' visits per year;
- The Customer allocates their purchases so as the number of orders programmed for the low season represents at least one quarter of the number of orders programmed for the high season.
- All Customers wishing to obtain the Key Account Agreement must fulfil the following conditions:
 - The Customer's main activity is linked to tourism;
 - ➤ The Customer must purchase at least 15,000 paying tickets for 'adult' visits per year;
 - The Customer allocates their purchases so as the number of orders programmed for the low season represents at least one quarter of the number of orders programmed for the high season;
 - > The Customer undertakes to request at least one third of their bookings for allocated slots on a weekly basis.

All Customers wishing to maintain the Key Account Agreement must, in addition to the above-mentioned criteria, use more than 65% of the allocations assigned to them.

The benchmark taken into account for the examination of the Customer's file includes all orders for adult visits purchased during the year preceding the request for accreditation, excluding cancellations.

3.2.3. Accreditation entitles the holder to certain advantages.

All beneficiaries of the Simple Agreement are entitled to the following:

- End-of-month invoicing;
- ▶ 10% discount on each group ticket purchased for an Self-Guided Tour.

All beneficiaries of the Key Account Agreement are entitled to the following:

- End-of-month invoicing;
- Regular slots reserved for visits throughout a season, known as 'allocations';
- ▶ 15% discount on each group ticket purchased for an Self-Guided Tour.
- 3.2.4. All accreditations are governed by an Agreement signed by the Customer and the EPV.

3.2.5 Accredited Customers may increase the number of tickets included in their order up to

one day before the visit via Customer Services, and on the day of the visit at the group cash

desk.

The conditions for upward modifications are as follows:

The request must not exceed the limit of available places at the time of modification;

The request must not exceed the maximum number of persons authorised, i.e. +3

peoples for a small group or +10 for a large group;

> Payment of additional tickets is subject to the terms applicable for bookings as

provided for in Article 4.

Downward modifications are not authorised.

3-3. Discounts for group tickets

3.3.1. The EPV offers discounts for group ticket purchases under certain conditions.

A 10% discount on 'Independent Adult groups' is applicable to all Customers

purchasing at least 8000 tickets in total from the start of the ongoing calendar year;

A 15% discount on 'Independent Adult groups' is applicable to all Customers

purchasing at least 15,000 tickets in total from the start of the ongoing calendar year;

3.3.2. The EPV calculates the total number of tickets from 1 January to 31 December of each

calendar year, at the Customer's request. The EPV draws up the list of Customers benefiting

from discounts at the end of each month and applies this to the following months until 31

December of the ongoing year. Discounts cannot be applied retroactively or during the

ongoing month.

3.3.3. In parallel, the EPV applies the discounts specified in Article 3.2.3 to beneficiary

Customers of the Simple or Key Account Agreements.

3.4. Terms of sale of Visits

3.4.1. All Customers may purchase Self-Guided 'Adult' Tours with a guide in the framework

of advance booking within the limits of availability and visitor numbers. The terms are as

follows:

-According to availability, the EPV allocates a given visit slot to the Customer and registers the corresponding booking.

-Based on this booking, the EPV validates the order, subject to two conditions:

The Customer must pay their order in full at the time of booking, except for Customers who pay their order on invoice. If the Customer is authorised to pay their order on invoice, they must confirm their order by sending a confirmation email (accredited Customers), or a photocopy of their order form on the same day as the booking is made, to:visitesautonomes@crm.chateauversailles.fr.

The customer is not subject to any penalty listed in Article 9.

3.4.3. All Customers benefiting from the Key Accounts Agreement may purchase Self-Guided 'Adult' Tours with a guide in the framework of allocations within the limits of availability and visitor numbers. The terms are as follows:

-According to availability, the EPV allocates regular reserved visit slots for a whole season and registers the corresponding bookings.

-For each booking, the EPV validates the order, subject to three conditions:

> The Customer must specify the exact amount of tickets to be booked and confirm their allocation at least 15 days before the date of visit;

The order must include at least ten paying tickets;

> The Customer is not subject to any penalty listed in Article 9.

3.4.4. 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, as specified in Article 9.

Article 4. Self-Guided 'School' Tours

4.1. All teachers may order Self-Guided 'School' Tours in the framework of advance bookings, within the limits of availability and visitor numbers. The terms are as follows:

- According to availability, the EPV allocates a given visit slot to the Customer and registers the corresponding booking.

- Based on this booking, the EPV validates the order, subject to three conditions:

➤ The Customer must specify the exact number of tickets to be booked and

confirm their booking by sending a confirmation document bearing the date,

signature and stamp of the institution, at the latest 15 days after the date the

booking was made, to the following

address:visitesautonomes@crm.chateauversailles.fr.

If the order includes paying group tickets, the Customer must pay their order in full on the day of their visit at the latest, before the start of the visit. If the Customer is authorised to pay

their order on invoice, they must confirm the order by sending a copy of the order form to:

<u>visitesautonomes@crm.chateauversailles.fr</u> 15 days at the latest after the date the

booking is made.

The Customer is not subject to any penalty listed in Article 9.

4.3. 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, as specified

in Article 9.

Article 5. Payment terms for Self-Guided Adult and School Tours

5.1. For payment by telephone, Customer Services accepts credit cards and payment on

invoice.

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

payment on invoice. Payments are made in euros only.

5.3. The EPV reserves the right to define the payments methods authorised for a given order

according to the accreditation agreement signed with the Customer, the date of Customer

payment and the legal status of the Customer.

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

> Carte Bleue / Visa / Eurocard / Mastercard

> ICB

American Express

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

The Customer must be accredited with a Simple or Key Account agreement;

The Customer must be a French structure incorporated under public law;

The Customer must send a copy of the order form 15 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.

5.6. 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 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.

5.7. 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 6. Collection and validity of tickets

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

desk.

The EPV reserves the right to define the means of ticket collection for a given order according

to the accreditation agreement signed with the Customer, the date of Customer payment and

the legal status of the Customer.

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

Any 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 Châteaux and national estates 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.

6.2 Validity of group tickets

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

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 at the time and for the circuit stipulated on the order.

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

A group ticket must specify the name of the Customer and the price of the order, failing which

admission will be denied.

All claims must be lodged via the contact form available at: http://en.chateauversailles.fr/contact-

us. The Customer must select the 'claims' category.

Article 7. Duplicate tickets

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On admission, any Customers unable to present the tickets purchased may obtain duplicates from the group cash desk on the day of the visit, by providing the order reference number.

Article 8. Delay, postponement or cancellation of the visit

8-1. Postponement

All Customers may postpone the date or time of their visit once, subject to five conditions:

- > The request concerns an order for a booking made by telephone (orders via allocation or online sale may not be postponed);
- ➤ The request concerns all the tickets of the order;
- The request is issued at least:
 - o 7 business days before the date of visit for a change of date;
 - One hour before the time of the visit for a change of time;
- The new date or time of visit is set immediately (date to be set according to bookings open on the date of request for postponement);
- The Customer must confirm the request in writing on the same day.

If one of these conditions cannot be fulfilled, the visit shall be cancelled in accordance with the provisions of Article 8.3.

Please note that an order including audiophones cannot be deferred.

8.2. 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.

In the event of unavailability, the group must obtain individual tickets and go to entrance A,

without guidance or priority admission.

8.3. Cancellation and refund

A ticket may not be cancelled or refunded except in the event of cancellation by the EPV of

the corresponding service provision.

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 submitted 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 9. 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 museum and the estate.

ÉTABLISSEMENT PUBLIC DU CHÂTEAU, DU MUSÉE ET DU DOMAINE NATIONAL DE VERSAILLES The EPV reserves the following rights in particular:

Any Customer having confirmed the booking of an Self-Guided 'School' Tour and

who is not present on the day of the visit will be invoiced a fixed-rate fee of 25 euros;

> In the event of non-compliance with the provisions specified in Articles 6 to 9, the EPV reserves the right to cancel the order. Amounts already paid by the Customer to

the EPV shall not be refunded;

If the composition of a group does not correspond to the order, and the order has not

been regularised, the EPV shall deny access to the Palace.

The EPV also reserves the right to suspend or terminate the application of provisions related

to group ticket discounts and to accreditation if the Customer repeatedly fails to comply with

the present Terms and Conditions of Sale or the regulations governing visits of the museum

and the estate.

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. Personal data and cookies

10.1 - Personal data

The personal data requested by EPV, the controller, from the customer is necessary to manage

the order (including payment) and its relationship with EPV. This data is kept in the customer's personal account and allows the transaction to be completed. This data, once

recorded, allows the customer to complete future transactions more quickly. They also allow

EPV to contact the customer in the context of Article 9.

Through forms available on the EPV website www.chateauversailles.fr, the customer can also

choose to receive offers or information from EPV by e-mail or post.

The legal basis for this processing is either contractual with respect to the management of the

customer's account or based on consent with respect to the receipt of communications by the customer. The customer's data is communicated, for the purposes described above, only to

persons authorized to know it within EPV, as well as to its service providers in charge of

ticketing and customer relations and partners, if any.

The customer has the right to access, rectify, delete, oppose, and port the information concerning him/her, as well as the right to limit the processing that he/she can exercise by using the contact form (http://www.chateauversailles.fr/contacts-/contact), indicating the category "other" as the subject, specifying his/her contact information and proving his/her identity by any means, or by sending an e-mail to: donnees.personnelles@chateauversailles.fr. The customer has the right to define general and specific directives defining the way in which he/she intends the above-mentioned rights to be exercised in the event of death.

If the customer believes, after contacting EPV, that his or her "Informatique et Libertés" rights have not been respected, he or she may file a complaint online with the CNIL.

To learn more about the management of his personal data, the customer can visit the EPV website page: www.chateauversailles.fr/politique-protection-donnees-personnelles.

10.2 - Cookies

EPV uses cookies to offer its customers the best possible quality of service and in particular to enable the proper functioning of the online self-guided tour reservation service and audience measurement. All information relating to EPV's cookie policy is presented on the following page of the https://www.chateauversailles.fr/politique-cookies-site-officiel website.

The customer is informed that, during his visits to the site, a cookie may be automatically installed on his browser. The cookie is used to record information relating to the navigation of customers. The cookie is necessary for the proper functioning of the purchasing act of independent visits.

The parameter setting of the software of navigation (whose procedure is indicated in the following Internet address https://www.chateauversailles.fr/politique-cookies-site-officiel allows to inform about the presence of cookies and eventually to refuse it in the way described at the following address: https://www.cnil.fr/fr/cookies-et-autres-traceurs/comment-se-proteger/maitriser-votre-navigateur

The customer has a right of access, rectification, limitation, portability and deletion of personal data communicated through cookies in the conditions indicated above.

Article 11. 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 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.

Failure by the Customer to comply with the obligations under the provisions of the present

Terms and Conditions of Sale, and in particular, relative to any incident pertaining to the payment of the price of an order, will incur the suspension of access to the Website service or

the termination of the Customer account according to the seriousness of the acts in question,

without prejudice to any damages or compensation which the EPV may seek. Consequently,

the EPV reserves the right to refuse any order from a Customer with whom such a dispute

exists.

Article 12. Applicable law – Disputes

Sales of Self-Guided tour tickets set forth in the present Terms and Conditions of Sale are

governed by French law.

Consumer dispute mediation:

In the event of a dispute between the professional and the consumer, they shall endeavour to

find an amicable solution. If no amicable agreement is reached, the consumer may refer the

matter free of charge to the consumer ombudsman to which the professionnal belongs,

namely the Association of European Ombudsmen (AME CONSO), within one year of the

written complaint to the professionnal.

Referral to the Consumer Ombudsman must be made:

- either by completing the form provided for this purpose on the AME CONSO website:

www.mediationconso-ame.com;

- or by mail addressed to AME CONSO, 197 Boulevard Saint-Germain - 75007 PARIS.

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

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