

# **TERMS AND CONDITIONS OF SALE FOR:**

# "VERSAILLES FOR ALL" OFFERS (GROUPS)

#### 2022

The present Terms and Conditions of Sale automatically apply, without restriction, to all orders in the framework of the "Versailles for All" offer:

- Guided visits
- Self-guided tours
- Discovery activities
- Video conferences
- ► Training courses
- 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 "Versailles for All" offer applies to the groups described in Article 1, relative to:

- Specialised institutions for the disabled
- Cultural institutions
- Legal entities (institutions, non-profit organisations, etc.) involved with members of the public said to be alienated from museum practice.

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.

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.

## erms of the Visits offer

- 1.1. The Visits offer applies to groups of 2 to 30 people.
- 1.2. 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.

- 1.3. 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.
- 1.4. The EPV sells Visits via the sales channel.

Customer Services operated by the company Armatis Poitiers

Activité Château de Versailles

T1 @6

Avenue du Tour de France

86360 Chasseneuil du Poitou

Telephone: +33 (0)1.30.83.75.05

#### 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.

## erms of sale of Visits

## 3.1. For all Visits:

Bookings open 3 months before the desired date of the Visit, on the first business day of the month, at 8.30am. Bookings close 15 days before the desired date of the Visit.

- 1. Booking requests must be made by telephone via the contact centre on +33(0)1.30.83.75.05, from Monday to Friday, 9am to 5pm.
- 2. On receipt of the booking request, EPV will send the Customer a booking form summarising:
  - The Customer's identity,
  - The order reference number
  - The service provision ordered
  - The price of the service provision and the payment terms
  - Cancellation conditions

In order to confirm the booking, payment of the Visit must be made within 15 clear days after the taking of the booking.

Payment methods are indicated in Article 4 hereafter.

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

Article 4.

# erms of payment of Visits

4.1. 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.

- 4.2. The following methods of remote payment are accepted:
  - Credit cards from Monday to Friday, 9am to 5pm:
    - o Carte Bleue / Visa / Eurocard / Mastercard
    - o JCB
    - 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 to 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

- 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.

# 4.3. 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 banks by the 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 5.

### ollection of tickets

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

5.2. Customers paying on invoice must provide the original of their order form at the cash desk on the day of the visit.

Article 6.

# icket validity

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

- 6.2. 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.
- 6.3. A group ticket may not be resold at a higher price than its face value.

Article 7. D

elay

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 8.

ancellation 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.

All cancellations must be notified by email to the following address: <a href="mailto:versaillespourtous@crm.chateauversailles.fr">versaillespourtous@crm.chateauversailles.fr</a>

Refund terms will be indicated by email upon receipt of the cancellation request.

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.

Article 9 - Personal data and cookies

9.1 - 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: <a href="https://www.chateauversailles.fr/politique-protection-donnees-personnelles">www.chateauversailles.fr/politique-protection-donnees-personnelles</a>.

### 9.2 - 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 <a href="https://www.chateauversailles.fr/politique-cookies-site-officiel">https://www.chateauversailles.fr/politique-cookies-site-officiel</a> 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: <a href="https://www.cnil.fr/fr/cookies-et-autres-traceurs/comment-se-proteger/maitriser-votre-navigateur">https://www.cnil.fr/fr/cookies-et-autres-traceurs/comment-se-proteger/maitriser-votre-navigateur</a>

The customer has a right of access, rectification, limitation, portability and deletion of

personal data communicated through cookies in the conditions indicated above.

Article 10 - Delay - Cancellation and refunds

10.1 Delay: In the event of a purchase of a visit with a specified time (e.g. guided tour),

latecomers will not be admitted.

10.2 A ticket may not be postponed, reimbursed, returned or exchanged except in the event of

cancellation of the corresponding Service Provision by the EPV. A ticket may not be resold at

a higher price than its face value.

10.3 Upon notification of cancellation or modification attributable to the EPV of the date of

the Service Provision for which you have purchased tickets, you accept that the EPV Customer Services, when possible, may use the contact details you entered during the booking

procedure to provide you with further instructions.

10.4 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.

10.5 All claims must be submitted via the contact form available at:

http://en.chateauversailles.fr/contact-us. Please select the 'claims' category and complete the

required fields, or contact Customer Services in writing (see contact details in the preamble)

on the day of the visit at the latest.

Article 11 - Liability

You must verify the ticket(s) and the online purchase confirmation at the time of issue or

collection via email.

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.

Lastly, you are solely responsible for your personal use or that of a third party of the tickets

sold.

ÉTABLISSEMENT PUBLIC DU CHÂTEAU, DU MUSÉE ET DU DOMAINE NATIONAL DE VERSAILLES RP834 – 78 008 Versailles cedex

Article 12 - Miscellaneous

12.1 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.

12.2 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

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.

12.3 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, may 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.

12.4 During their visit, all Visitors are subject to the regulations governing visits of the

museum and national estate of Versailles and the Trianon.

**Article 13 - Applicable law - Disputes** 

Sales of 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:

ÉTABLISSEMENT PUBLIC DU CHÂTEAU, DU MUSÉE ET DU DOMAINE NATIONAL DE VERSAILLES

- 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