# Établissement public des musées d'Orsay et de l'Orangerie - Valéry Giscard d'Estaing

#### General Terms and Conditions of Sale - Group bookings

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These general terms and conditions are applicable from 01/11/2024

# Article 1: Purpose

The purpose of these general terms and conditions of sale for group visits is to define the contractual provisions between:

The Etablissement public du musée d'Orsay et du musée de l'Orangerie (hereinafter referred to as the "EPMO-VGE"), a national public administrative body, registered on the INSEE's SIRENE register under number 180 092 447 000 10, Intracommunity VAT no. FR 601 800 92 447, headquartered at 62 rue de Lille 75343 Paris cedex 07,

And

any individual or legal entity (hereinafter referred to as the "Booking Party") booking one or more group visit slots for one or both of the EPMO-VGE museums (Musée d'Orsay and/or Musée de l'Orangerie).

These general terms and conditions apply automatically and without restriction to all group bookings made with EPMO-VGE.

EPMO-VGE reserves the right to adapt or change these terms and conditions of sale at any time. In the event of a change, the general terms and conditions of sale in force on the day the booking or option is made will apply to each booking.

Booking or placing an option implies the Booking Party's full and irrevocable acceptance of these terms and conditions of sale.

These conditions apply to the exclusion of all other conditions of sale, in particular those in force for on-site sales, sales to individuals, bulk sales or sales through partner sales networks.

## **Article 2: Identification**

Public administrative body comprising the Musée d'Orsay and the Musée de l'Orangerie in accordance with the provisions of Decree no. 2003-1300 of December 26, 2003, amended, creating the Etablissement Public des Musées d'Orsay et de l'Orangerie - Valéry Giscard d'Estaing, registered on the INSEE's SIREN register under number 180 092 447,

<u>Postal address</u>: Etablissement public des musées d'Orsay et de l'Orangerie-Valérie Giscard d'Estaing-Esplanade Valéry Giscard d'Estaing 75007 Paris

Physical addresses:

Musée d'Orsay 62 rue de Lille - 75007 Paris

Musée de l'Orangerie Jardin des Tuileries - 75001 Paris

# Article 3: Information on group size, services offered at the Musée d'Orsay and the Musée de l'Orangerie and the booking calendar

## 3-1 : Headcount for group slots

Groups are considered to be made up of seven or more people, in addition to the lecturer or the person leading the guided tour or speaking. Groups must book in order to access the Musée d'Orsay and the Musée de l'Orangerie. Groups arriving at either museum without a booking will be refused entry.

The size of each group cannot exceed 25 (twenty-five) people for adult, student, social, disability and healthcare groups, and 30 (thirty) for school groups and activity centers visiting the permanent collections. For temporary exhibition spaces, the maximum group size is determined by EPMO-VGE according to the exhibition space and layout.

Each group must book a corresponding tour slot.

Any group exceeding the number of people indicated above must adapt the number of slots based on the maximum number of people indicated. For example, a school group of 40 people (including accompanying adults) would need to reserve 2 slots, and a group of 70 adults (including accompanying adults) 3 slots.

# 3-2 : Services offered

Details of the various types of services offered by EPMO-VGE, including their content and rates, are available on the following EPMO-VGE website pages:

Musée d'Orsay: https://www.musee-orsay.fr/fr/vous-etes/groupes

Musée de l'Orangerie: https://www.musee-orangerie.fr/fr/vous-etes/groupes-orangerie

Self-guided and guided tours last 1h30, while workshops last 2 hours.

The following services are available for group bookings:

## 3-2-1 : For adults

At Musée d'Orsay

- Self-guided tour of the permanent collections tour at a flat rate of €300 per tour slot
- Self-guided exhibition tour at a flat rate of €300 per tour slot
- Guided tour of the permanent collections at a flat rate of €450 per tour slot
- Guided exhibition tour at a flat rate of €450 per tour slot

## At Musée de l'Orangerie

- Self-guided tour of the permanent collections at a flat rate of €240 per tour slot
- Self-guided exhibition tour at a flat rate of €240 per tour slot
- Guided tour of the permanent collections at a flat rate of €390 per tour slot
- Guided exhibition tour at a flat rate of €390 per tour slot

The audiences listed in articles 3-2-2 and 3-2-3 are exempt from the flat rate and can book the following services free of charge:

## 3-2-2 : Schools and activity centers

At Musée d'Orsay:

- Self-guided tour of the permanent collections
- Self-guided exhibition tour
- Guided tour of the permanent collections
- Guided exhibition tour
- Permanent collection workshop
- Exhibition workshop

# At Musée de l'Orangerie:

- · Self-guided tour of the permanent collections
- Self-guided exhibition tour
- Guided tour of the permanent collections
- Guided exhibition tour
- Permanent collection workshop
- Exhibition workshop

# 3-2-3 : Students, social workers, disabled people and healthcare professionals

At Musée d'Orsay:

- Self-guided tour of the permanent collections
- Self-guided exhibition tour
- Guided tour of the permanent collections
- Guided exhibition tour

# At Musée de l'Orangerie:

- Self-guided tour of the permanent collections
- Self-guided exhibition tour
- Guided tour of the permanent collections
- Guided exhibition tour

Certain services may not be available for booking as described in Article 4. In this case, the Booking Party may contact the EPMO-VGE's departments by following the procedures set out in Article 10 below.

The EPMO-VGE reserves the right to restrict access to certain services depending on the type of audience, the time or any other condition requiring our offer to be adapted.

## 3-2-4 : Audio guides

When choosing a self-guided tour, the Booking Party may add an optional audio guide package (maximum of 25 audio guides per package) for €100. This package is a paid service for all audiences.

Audio guides are available in different languages in the permanent collections and temporary exhibitions. Information on audio guides can be found on the Musée d'Orsay and Musée de l'Orangerie websites.

## 3-3 : Group opening days and schedule

Reception and on-site access conditions, as well as the booking calendar, are specific to groups and different from those offered to the individual public. These also vary according to the type of group concerned.

Group bookings are available:

## At Musée d'Orsay:

Tour start time: Tuesday, Wednesday, Friday and Saturday from 09:15 to 11:45 a.m. and from 1:30 to 3:45 p.m., Thursday from 09:15 to 11:45 a.m. and from 1:30 to 7:45 p.m.

Unless otherwise specified, no bookings can be made for Mondays, Sundays and public holidays.

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For services offered on certain Mondays for school groups only, the Booking Party must refer to the specific terms and conditions on the dedicated school group pages on the Musée d'Orsay website.

# At Musée de l'Orangerie:

Tour start time: Monday, Wednesday, Thursday, Friday and Saturday from 09:00 to 4:00 p.m. and Sunday morning from 09:00 a.m. to 12:00 p.m.

No bookings can be made for the Musée de l'Orangerie for Sundays and public holidays.

These provisions may be modified by EPMO-VGE according to new developments at the Musée d'Orsay and the Musée de l'Orangerie and based on operational requirements.

## Opening dates for both museums:

Bookings cannot be made less than 4 calendar days prior to the desired tour date. The booking calendar provides a maximum of 4 months of visibility.

The booking calendar can be viewed on the group pages of the Musée d'Orsay and Musée de l'Orangerie websites, as indicated in article 3-2.

# Article 4: Account creation and booking procedures

#### 4-1 : Account creation

The Booking Party must go to the suggested page on the aforementioned websites in order to create a professional account to access the online booking platform dedicated to groups (hereinafter "the Platform").

The account must necessarily be associated with an entity whose contact details must be provided when the account is created.

The account is then reviewed and, if necessary, modified by the Group Bookings and Professional Sales department before being approved. The Booking Party then receives an email informing them of the account's approval.

The account is unique and associated with a valid email address. This account allows users to connect to both the Musée d'Orsay and the Musée de l'Orangerie's platforms.

Any account associated with an invalid email address will be systematically deactivated.

EPMO-VGE is free to amend the Booking Party's account at any time without having to inform the Booking Party or justify the changes made.

#### 4-2 : Booking on the platform

Once the account has been approved, the Booking Party is granted access to the Platform. They can view the services on offer and available dates, and book their own tour slot according to the number of participants, type of audience, dates and services on offer, in accordance with Article 3 of these general terms and conditions of sale.

## 4-3 : Pre-booking

In order to place an order, the Booking Party must follow the booking process. They will then receive a unique option number for exempt visits, or a unique booking number for paying visits.

The Booking Party may only order or pre-book one tour slot at a time.

The finalization of the booking is detailed in Articles 5 and 6 of these general conditions of sale.

#### Article 5: Payment terms

All orders, whatever their origin, are payable in euros.

Payment is made by credit card via the online booking platform (a secure online payment module certified by international authorities and integrated into the sales and booking solution).

Each order corresponds to 1 (one) tour slot only, and the Booking Party may only pay for one group visit at a time.

The following cards are accepted for the payment of ticket orders: Carte Bleue / Visa and Eurocard / Mastercard / American Express. The Booking Party's bank account is debited immediately after the purchase.

#### Article 6: Order placement 6-1: For

#### paid service bookings:

The Booking Party must pay an advance of 30% of the total cost of the service in order to reserve the chosen slot.

The balance due must be received more than 30 (thirty) days before the date of the visit in order to confirm the booking. If the balance is not received by the due date, the booking will be automatically cancelled on D-30 and the advance retained by EPMO-VGE.

If the booking is made more than 30 (thirty) days before the date of the visit and the full amount is paid, the booking is final and in the event of cancellation before D-30 the advance will be retained by EPMO-VGE but the balance will be refunded.

If the booking is made within 30 days of the date of the visit, the full cost of the service will be requested at the time of booking and retained even in the event of cancellation.

#### 6-2: For bookings exempt from the booking fee:

The Booking Party places a visit option when choosing a booking slot on the Platform.

This option must be confirmed more than 30 (thirty) days before the date of the visit. Failing confirmation by the Booking Party within the aforementioned period, the booking is automatically cancelled on D-30 with no liability being imputed to EPMO-VGE.

Once the Booking Party has confirmed the option placed on the Platform, the tour slot becomes a final booking.

If the booking is made within 30 days of the visit, the option is immediately and automatically confirmed and the booking is final.

# Article 7: Cancellation requests and refunds

Bookings are non-refundable, except in the following cases:

Cancellation by the Booking Party more than 30 days prior to the date of the visit in accordance with Article 6.1; Cancellation due to administrative closure of the Musée d'Orsay and/or the Musée de l'Orangerie; Cancellation due to force majeure in accordance with Article 11.

As group museum bookings constitute a leisure activity service to be provided on a specific date or during a specific period, the Booking Party does not benefit from the right of withdrawal in accordance with Article L.221-28-12<sup>0</sup> of the French Consumer Code. Tickets issued for group bookings are non-refundable, non-returnable, non-exchangeable and non-transferable.

Cases eligible for the refund of the balance in accordance with the above conditions will be processed directly by EPMO-VGE without any action being required of the Booking Party. In this case, any refunded balance is credited to the bank account used for payment.

## Article 8: Billing and ticket delivery methods

Invoices for paid service bookings are sent to the Booking Party electronically within no more than 15 working days of confirmation of the booking.

Tickets are immediately sent electronically in the following cases:

- When the Booking Party has paid in full for the paid service booked on the Platform
- When an exempt booking has been confirmed on the Platform by the Booking Party.

1 (one) ticket is issued for each group slot and must be presented at the group entrance on the day of the visit.

# Article 9: Obligations of the Booking Party

The Booking Party is required to:

- Seek information on the Musée d'Orsay and Musée de l'Orangerie's opening days and times, prices and visiting rules;
- Present your authorization to speak publicly;

To find out how to obtain authorization to speak publicly, please visit the following pages:

o Musée d'Orsay: https://www.musee-orsay.fr/fr/articles/autorisation-de-prise-de-parole-197498

- o Musée de l'Orangerie: <u>https://www.musee-orangerie.fr/fr/articles/autorisation-de-prise-de-</u> parole-197794
- Have the group equipped with the headsets offered by EPMO-VGE;

As a reminder, the use of headsets is compulsory, enabling each visitor to hear the commentary optimally without disturbing other individual or group visitors in the vicinity, while at the same time helping to reduce noise levels in museum spaces and exhibitions.

- Seek information on the specific conditions under which groups are accommodated provided on EPMO-VGE websites or by any other means of communication (electronically, by phone, text message, etc.);
- Clearly communicate group rates and any additional fees charged to visitors;

- Not take an excessive number of options or pre-bookings, so that availability can be equitably accessible to all groups;
- To cancel their visit option or booking as soon as they learn that their group will not be able to use the booked time slot, so that EPMO-VGE can offer it to other booking parties, regardless of the date of cancellation.

EPMO-VGE reserves the right to restrict access to online bookings, either permanently or for a specified period, to any Booking Party who fails to comply with these obligations.

# Article 10: Information and contacts

Group information is available on the two following websites: Musée d'Orsay: https://www.musee-

# orsay.fr/fr/vous-etes/groupes

Musée de l'Orangerie: https://www.musee-orangerie.fr/fr/vous-etes/groupes-orangerie

The Booking Party can also view the "Frequently Asked Questions relating to Groups" on the following Internet pages:

Musée d'Orsay: www.musee-orsay.fr/fr/articles/visites-en-groupe-nous-repondons-vos-questions-281934

Musée de l'Orangerie: www.musee-orangerie.fr/fr/articles/visite-en-groupe-nous-repondons-vos-questions-281931

The Group bookings and Professional Sales department can be contacted as follows:

- For information, by email to: infogroupes@musee-orsay.fr
- For school bookings on Mondays at the Musée d'Orsay: visite.lundi@musee-orsay.fr
- For after-sales and online booking support:
  - Monday to Friday (except public holidays), 10:00 a.m. to 1:00 p.m., on +33 (0)1 40 49 48 84
    No bookings, modifications or cancellations for group visits will be made by telephone, as the telephone line is dedicated solely to advice, booking assistance and technical support.

EPMO-VGE reserves the right to close the telephone line if necessary.

# Article 11: Liability

EPMO-VGE cannot be held liable for any non-performance or poor performance caused by force majeure as defined by Article 1218 of the French Civil Code and French case law.

EPMO-VGE will inform Booking Parties via its website of any group booking service interruptions.

EPMO-VGE cannot be liable for the use of tickets ordered, the Booking Party being solely responsible for their use by itself or by a third party. It may not be held liable if the non-performance or improper performance of its obligations under the General Terms and Conditions of Sale is attributable either to the Booking Party or to the unforeseeable and insurmountable action of a third party to the contract.

# Article 12: Contractual documents

The contract is made up of the following contractual documents:

- These general terms and conditions of sale;
- · The visiting rules:
  - For the Musée d'Orsay (visiting conditions): <u>https://www.musee-orsay.fr/fr/articles/acces-horaires-tarifs-197704</u>
  - For the Musée de l'Orangerie (visiting conditions): <u>https://www.musee-orangerie.fr/fr/visite/acces-horaires-tarifs</u>

## Article 13: Entire agreement

If, for any reason whatsoever, any of these terms and conditions should be declared inapplicable, such inapplicability shall not affect the application of the other provisions of the terms and conditions, with the provision deemed inapplicable being replaced by the nearest equivalent provision.

### Article 14: Protection of personal data

The Booking Party is informed that the personal data collected in connection with the booking of group tickets is used by EPMO-VGE, in its capacity as data controller within the meaning of Regulation (EU) 2016/679 of 27 April 2016 (hereinafter "General Data Protection Regulation").

When booking, the following personal data is requested: surname, first name, date of birth, billing address, e-mail address and telephone number. Only data marked with an asterisk is mandatory and necessary for processing. Failing this, the Booking Party's request cannot be processed.

The Booking Party's personal data is collected for the following purposes:

- Management of bookings, any mailings and relations with the Booking Party;

- The sending of EPMO-VGE newsletters by electronic mail (subject to the Booking Party's prior acceptance). The Booking Party may unsubscribe at any time by clicking on the unsubscribe link included in each e-mail.

In this context, the legal basis for processing is either contractual in the case of purchase management, or based on consent in the case of the Booking Party's subscription to the EPMO-VGE newsletter. The data recorded is solely for use by the EPMO-VGE's authorized departments and may be forwarded to its subcontracted service providers involved in the ticket purchasing procedure.

Personal data thus collected is stored for the following periods:

- 3 years as from the last purchase;

- For the duration of the subscription period in the case of subscription to the newsletter. Pursuant to the French Data Protection Act of January 6, 1978, as amended, and the General Data Protection Regulation,

Members have the right to access, rectify, limit, port and erase their data.

They are also entitled to object to the processing of their personal data and to object to the data being used for direct marketing purposes. They may also define advance directives concerning the processing of their personal data after their death.

To exercise their rights, the Booking Party must send a request to the EPMO-VGE's Data Protection Officer, accompanied if necessary by a copy of proof of ID, to the following postal address: Etablissement public du musée d'Orsay et de l'Orangerie, Service des affaires juridiques et des marchés publics 62, rue de Lille 75343 Paris cedex 07, or by e-mail to: <u>dpo@musee-orsay.fr</u>.

Lastly, the Booking Party may lodge a complaint with the CNIL, the supervisory authority responsible for ensuring compliance with obligations relating to the protection of personal data.

# Article 15: Applicable law – Settlement of disputes

This agreement is subject to French law. In the event of a dispute or claim, the Booking Party should first contact EPMO-VGE at the following address: Etablissement public des musées d'Orsay et de l'Orangerie - Valérie Giscard d'Estaing -Sis Esplanade Valéry Giscard d'Estaing 75007 Paris, to reach an amicable solution.

In accordance with the provisions of the French Consumer Code concerning "the mediation process for consumer disputes", the Booking Party has the option of using the conventional mediation service free of charge, prior to any legal action, in order to seek an amicable solution.

All disputes fall under the jurisdiction of the Paris courts.