



## DOMAINE RÉGIONAL DE CHAUMONT-SUR-LOIRE

### GENERAL TERMS AND CONDITIONS OF SALE INDIVIDUALS AND GROUPS

FOR ASSOCIATIONS, PUBLIC AUTHORITIES, WORKERS COUNCILS, COMPANIES

Document containing 8 pages numbered from 1 to 8

#### ARTICLE 1: SCOPE – THE PARTIES

These general terms and conditions shall apply between:

**The EPCC Domaine Regional de Chaumont-Sur-Loire** (SIRET no. 50787185300010) is a French Public Cultural Cooperation Institution and the restaurants of the Domain are an institution in their own right (SIRET no.: 50787185300036) whose registered office is located at the following address: Domaine de Chaumont-sur-Loire, 41150 CHAUMONT-SUR-LOIRE, France, hereinafter referred to as **“the Domain”**

And

any natural person or legal entity representing an association, a public authority, a workers' committee, a company or a grouping of companies, entering into a contract with the Domain for the purchase of tickets in advance, and/or of group visit and food services, hereinafter referred to as **“the Client”**.

#### ARTICLE 2: FORMATION OF THE CONTRACT AND PAYMENT

The contract between the client and the Domaine de Chaumont is formed as from receipt by the Domain:

- of the order form, dated and signed for the sale of tickets in advance
- of the reservation form, dated and signed for the reservation of visit services
- of the quote, dated and signed for restaurant services.

The Domain and the restaurants are public institutions. As such, they issue enforceable titles (invoices) payable by the Client on receipt

- by post and by cheque to the order of the Trésor Public (Public Treasury).
- by bank transfer
- remotely, by bank card
- on-site, by bank card, cheque, cash.

In the event of non-payment of the amount due by the client, the Trésor Public is entitled to claim payment, to which will be added late-payment penalties set at one and a half times the legal interest rate, payable from receipt of the notice informing the Client of such penalties.

Should the participant not pay the amount due, where said participant is not the Client, the Client will be liable to pay the debt.



## ARTICLE 3: TARIFFS

### 3.1 Application of tariffs

The ticketing tariffs applied by the EPCC Domaine Régional de Chaumont-sur-Loire were the subject of a deliberation of the Board of Directors on 21 June 2018

The Spring/Summer tariffs shall apply from 25 April 2019 to 03 November 2019.

The Autumn/Winter tariffs shall apply from 02 January 2019 to 24 April 2019 and from 04 November 2019 to 31 December 2019.

Tariffs shall only apply for a minimum order of 20 tickets placed by an association, a worker's committee, a company, a grouping of companies or for all groups (members of an association, a workers' committee, a company, a grouping of companies) comprised of at least 20 people.

Applicable prices are those listed in the annex to these general terms and conditions on the date that the order is placed by the visitor. Prices are in euros incl. tax., excluding postage charges.

Prices may be changed by the Domain at any time. The prices indicated are only valid on the date that the order is placed and have no future effect.

### 3.2 Free admission and visit

The bus driver is granted free admission.

## ARTICLE 4: ORDERING TICKETS IN ADVANCE

### 4.1 Ordering tickets in advance

The client may place an order for entrance tickets to the Domain with the Domain's sales department. Tickets are ordered through an order form which can be downloaded on the website [www.domaine-chaumont.fr](http://www.domaine-chaumont.fr) and should be sent either:

- by post to the following address:  
Domaine de Chaumont-sur-Loire – Service Commercial – 41150 Chaumont-sur-Loire
- by e-mail to the following address: [ticket@domaine-chaumont.fr](mailto:ticket@domaine-chaumont.fr)

### 4.2 Ticket postage charges

When ordering tickets, for delivery by post, a €2 supplement per tranche of 30 tickets ordered shall be invoiced.

### 4.3 Receipt of tickets

Upon payment, tickets may be

- withdrawn from the ticket office
- sent by e-mail
- sent by post, with postage charges (see Article 4.2)

### 4.4 Cancellation period

In accordance with Article L 121-20-4 of the French Consumer Code, the sale of entrance tickets to a museum or of services related to said museum is assimilated to the provision of leisure services and does not give rise to a cancellation period.



## ARTICLE 5: BOOKING A VISIT

### 5.1 Visits

The purchasing of an entrance ticket entitles the holder to an open visit of the Domain's various areas in accordance with the type of entrance ticket purchased (see **Article 6: admission conditions**)

### 5.2 Booking guided visits

Clients may order a guided visit with the Domain's sales department for a group comprised of a maximum of 25 people.

All visits are subject to the prior payment of an entrance ticket. Said entrance ticket, for a visit, is strictly limited to the date indicated on the entrance ticket and to the Domain's opening hours on the date of the ticket. Opening hours can be consulted on the website [www.domaine-chaumont.fr](http://www.domaine-chaumont.fr)

The visitor undertakes to be present at the guided visit meeting place at least 15 minutes prior to the start of the service.

The client can place an option with a period of validity. After such period, any bookings which have not been confirmed will be considered cancelled. See **5.3 Surrender of options**.

Bookings shall be final as from receipt of the quote duly signed and dated.

### 5.3 Surrender of options

| Date of booking                       | Duration of the option |
|---------------------------------------|------------------------|
| 45 days and more prior to the visit   | 30 days                |
| From 44 to 16 days prior to the visit | 10 days                |
| Less than 16 days prior to the visit  | 48 hours               |

## ARTICLE 6: ADMISSION CONDITIONS

### 6.1 Access to the Domain's areas

- The Château and the Centre for Arts and Nature are open throughout the year, closing exceptionally on 01 January and 25 December.
- The International Garden Festival as well as the Prés du Gouloup are open to the public from 25 April 2018 to 03 November 2018.

### 6.2 Respect of the Domain's opening hours

Opening hours must be respected. Groups must respect both the Domain's opening hours (which can be consulted on the [www.domaine-chaumont.fr](http://www.domaine-chaumont.fr) website) as well as those communicated for reserved services.

### 6.3 Respect of guided visit times

Groups are responsible for arriving on time for scheduled visits.

The visitor undertakes to be present at the guided visit meeting place at least 15 minutes prior to the start of the tour. Any lateness of groups with regard to the scheduled time for guided visits may give rise to a cancellation of said guided visit. Where the group is more than 30 minutes late, the Domain is not bound to carry out the booked service.



DOMAINE  
DE CHAUMONT-SUR-LOIRE

## ARTICLE 7: VISITOR COMMITMENTS

### 7.1 Respect of the site

The visitor agrees to respect the Domain site, and in particular:

- to throw away any waste in the bins intended for this purpose;
- to not eat or drink inside the Château or in exhibition areas;
- to not intrude in the Domain's zones and in particular in certain rooms of the Château which are not accessible to the public;
- to respect the Domain barriers, signs and instructions;
- to not touch any items inside the Château such as furniture, paintings, tapestries and panelling, etc.;
- to not degrade the Château gardens, notably by picking flowers or pulling branches or by walking on lawns not accessible to the public;
- to not degrade trees and floral arrangements by climbing on them;
- to not do graffiti or engravings on the stonework and panelling, on works of art, collectibles and tapestries;
- to not photograph the Domain staff without their authorisation;
- to not use a flash for photographs taken inside the Château.

### 7.2 Respect of other visitors

The visitor agrees to respect other visitors, and in particular:

- To not park at the Domain's entrances;
- To not form a crowd likely to disrupt the visit of other visitors;
- To not make any phone calls inside the Château or in exhibition areas;
- To not smoke inside the Château or in the International Garden Festival;
- To speak in quiet voices inside the Château and exhibition rooms;
- To not inconvenience the other visitors;
- To not distribute any newspapers, flyers or other documents inside and outside the Château or in exhibition rooms, or on the site.

## ARTICLE 8: BILLING TERMS – GROUP VISITS

### 8.1 Billing terms for groups

The Client must notify the Domain of any changes in the scheduled number of people at the latest 48 hours prior to the date of the service. Any decrease in the number of participants arising less than 48 hours prior to the date cannot be taken into consideration for billing (except in case of force majeure). Group representatives shall confirm the number of persons present on arrival. If the number of persons present is less than that booked, the number of persons confirmed upon reservation will be used to calculate the payment of the visit admission service (entrance fee, visit). If the number of persons present is more than the scheduled amount, billing will be based on the number of persons present.

### 8.2 Case of force majeure

Shall be considered cases of force majeure all events, regardless of their nature, which are beyond the control of one or the other party such as: riots, fires, strikes, accidents, floods, etc.



### 8.3 Cancellation terms and fees

Any cancellation of bookings requested by the client can only be taken into consideration if delivered in writing to the Domaine de Chaumont-sur-Loire's sales department. Once taken into consideration and validated by the Domain, cancellation gives rise to fees:

Cancellation fees are calculated according to the following scale:

| From D-30 to D-11 | From D-10 to D-4 | From D-3 to D-1 | On the day |
|-------------------|------------------|-----------------|------------|
| 0                 | 30%              | 100%            | 100%       |

The date taken into consideration for cancellation is that of receipt of the cancellation request.

## ARTICLE 9: RESERVING RESTAURANT SERVICES

### 9.1 Reserving restaurant services

The Domain has 5 restaurant areas spread across the domain:

- **L'Atelier de Création Culinaire et Gastronomique – Grand Vélum.**
- **Le Comptoir Méditerranéen** : an outdoor self-service buffet restaurant.
- **Café du Parc, Café des Savoirs et des Saveurs, le Salon de Thé and l'Estaminet**: fast food takeaway points offering sandwiches, salads and patisseries.

Opening hours for these restaurant areas can be consulted on the website [www.domaine-chaumont.fr](http://www.domaine-chaumont.fr)

**Clients may order a restaurant service with the Domain's sales department for a group comprised of a minimum of 20 people for the following restaurants:**

- l'Atelier de Création Culinaire et Gastronomique – Grand Vélum  
(either in the greenhouse or in the farmyard building, subject to availability)
- Le Comptoir Méditerranéen

The client can place an option with a period of validity. After such period, any reservations which have not been confirmed will be considered cancelled. See **9.3 Surrender of options**.

### 9.2. Reservation commitments

Upon reserving, the client undertakes to

- **necessarily** choose **menus** in accordance with the information communicated by the Domain **for reservations for the Atelier de Création Culinaire et Gastronomique – Grand Vélum;**
- to specify any dietary particularities (allergies, particular diets: vegetarian for example) both for **l'Atelier de Création Culinaire et Gastronomique – Grand Vélum** and **Le Comptoir Méditerranéen;**
- to respect the service's scheduled time both for **L'Atelier de Création Culinaire et Gastronomique – Grand Vélum** and **Le Comptoir Méditerranéen;**

### 9.3 Surrender of options

| Date of booking                       | Duration of the option |
|---------------------------------------|------------------------|
| 45 days and more prior to the visit   | 30 days                |
| From 44 to 30 days prior to the visit | 10 days                |
| From 30 to 16 days prior to the visit | 48 hours               |

### 9.4 Additional guests

As from 10 days prior to the restaurant service, the number of additional guests cannot exceed 10%.



## ARTICLE 10: RESTAURANT ADMISSION CONDITIONS

### 10.1 Respect of restaurant reservation times

Any lateness with respect to the time scheduled for restaurant services may give rise to a cancellation or change of the reservation (depending on restaurants, see below) where said lateness exceeds 30 minutes.

#### 10.1.1 For l'Atelier de Création Culinaire et Gastronomique – Grand Vélum

Opening hours must be respected. Any lateness with respect to the time scheduled and announced by the Domain on final reservation shall give rise to an at least equivalent waiting time at the restaurant entrance to process this change.

#### 10.1.2 Le Comptoir Méditerranéen

In the event of lateness exceeding 30 minutes, the Domain reserves the right to cancel the reservation. The group will still have access to the restaurant's services, but will not be guaranteed seating together nor the availability of tables. The group will also have access to the other following restaurant points which do not require reservation: Salon de Thé, Café des Savoirs et des Saveurs, Estaminet.

#### 10.1.3 Validity of "restaurant" vouchers Comptoir Méditerranéen

For Comptoir Méditerranéen's services, a "voucher for 1 meal" is provided to each member of the group. These meal vouchers may not be used in the non-reservation restaurant points listed above. Each person within the group redirected to these non-reservation restaurant points must each pay their restaurant services, individually and on-the-spot. Unused vouchers cannot be returned to the restaurant and will be billed.

Indeed, the Domain reserves the right to bill the reserved restaurant service even when such service is not performed for the following prejudices suffered: logistical time for preparation of the room to accommodate the group, without actual performance of the service; reorganisation of the room for the great public and rupture in the flow of receiving the greater public.

Under no circumstances may the Domain be held liable for waiting times at restaurants which are accessible without reservation, due to a high number of visitors on-site.

## ARTICLE 11: BILLING CONDITIONS – RESTAURANTS

The restaurant service provided is subject to a single billing for a group formed on reservation.

### 11.1 For l'Atelier de Création Culinaire et Gastronomique – Grand Vélum

The Client must notify the Domain of any changes in the scheduled number of people at the latest 10 days in advance. Any decrease in the number of participants arising less than 10 days prior to the date cannot be taken into consideration for billing (except in case of force majeure). If the number of persons present is less than that reserved for, the number of persons confirmed by reservation will be used to calculate the payment of the restaurant service. If the number of persons present is more than the scheduled amount, billing will be based on the number of persons present.

### 11.2 For Le Comptoir Méditerranéen – outdoor self-service restaurant

The Client must notify the Domain of any changes in the scheduled number of people at the latest 4 days in advance. Any decrease in the number of participants arising less than 4 days prior to the date cannot be taken into consideration for billing (except in case of force majeure). If the number of persons present is less than that reserved for, the number of persons confirmed by reservation will be used to calculate the payment of the restaurant service. If the number of persons present is more than the scheduled amount, billing will be based on the number of persons present.



DOMAINE  
DE CHAUMONT-SUR-LOIRE

### **11.3 Case of force majeure**

Shall be considered cases of force majeure all events, regardless of their nature, which are beyond the control of one or the other party such as: riots, fires, strikes, accidents, floods, etc.

### **11.4 Cancellation terms and fees**

Cancellations of reservations made by the client can only be taken into consideration if delivered in writing to the Domaine de Chaumont-sur-Loire's sales department. Once taken into consideration and validated by the Domain, cancellation gives rise to fees:

Cancellation fees are calculated according to the following scale:

|                          |                         |                            |
|--------------------------|-------------------------|----------------------------|
| <b>From D-30 to D-11</b> | <b>From D-10 to D-9</b> | <b>From D-9 to the day</b> |
|                          | <b>70%</b>              | <b>100%</b>                |

The date taken into consideration for cancellation is that of receipt of the cancellation request.

## **ARTICLE 12: GENERAL PROVISIONS**

### **12.1 Applicable law**

These general terms and conditions are subject to French law.

### **12.2 Acceptance of the general terms and conditions of sale**

All orders imply full and unequivocal acceptance of these general terms and conditions of sale. By doing so, the client acknowledges having read and accepted them without restriction.

### **12.3 Amendment of these general terms and conditions**

These general terms and conditions may be amended by the Domain at any time.

### **12.4 Assignment of Contract**

The Client cannot assign the contract entered into with the Domain.

### **12.5 Amendment of the contract**

Any amendment of the contract must be the subject of a written request by the client and must receive the Domain's express consent. In the event of disagreement, the Domain reserves the right to cancel the contract.

### **12.6 Claims**

Any claims arising during the performance of the contract entered into with the Domain must be made on-site in order to seek a quick solution. Claims that cannot be made on-site, or for which a solution has not been found, must be sent to the Domain by registered letter within 30 days following the date of the visit subject of the claim.

### **12.7 Amicable settlement of disputes**

Unless public policy provisions state otherwise, all disputes which may arise in connection with the performance of these general terms and conditions will, before any legal action, be at the Domain's discretion with a view to an amicable settlement. The client is expressly reminded that any request for an amicable settlement does not set aside the deadlines fixed for instigating legal action.



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### **12.8 Entirety**

The invalidity of any clause of this contract shall not invalidate the remaining contractual clauses, or the contract as a whole, which shall retain its full force and scope. In such a case, the parties shall, as far as possible, replace the invalid provision with a valid provision that corresponds to the spirit and purpose of these terms and conditions.

### **12.9 Non-waiver**

Lack of exercise by the Domain of rights herein acknowledged shall in no case be construed as a waiver of those rights.