



ONLINE TICKET OFFICE
HISTORIC SITES AND MUSEUMS
OF THE CONSEIL
DEPARTEMENTAL D'INDRE-ET-
LOIRE

GENERAL TERMS AND CONDITIONS OF SALE

Foreword

The present general terms and conditions of sale apply to all purchases for visits to historic sites or museums owned by the Conseil départemental d'Indre-et-Loire, a local authority with address at Hôtel du Département – Place de la Préfecture – 37927 TOURS cedex 9 (SIRET 223 700 014 00010), through the dedicated online sales platform ('Website').

The Client, as defined below, is invited to read the present general terms and conditions of sale which define the contractual relationship between the Client and the Conseil départemental d'Indre-et-Loire as well as the conditions applicable to the purchase of tickets online.

By making a purchase, the Client wholly and unreservedly accepts these terms and conditions. The Client (as defined in Article 1) declares and acknowledges that he is fully familiar with the terms and conditions and waives the right to invoke any other document.

The applicable terms and conditions of sale are those in force on the website on the date of purchase of the ticket. The Conseil départemental d'Indre-et-Loire reserves the right to adapt or modify them at any time.

Article 1: Definitions

Ticket: refers to an entry ticket for visits to historic sites or museums owned by the Conseil départemental d'Indre-et-Loire, regardless of the delivery method or medium, purchased by the Client on the website. Ticket prices are available on the website. The applicable fee is the fee in force, for the relevant monument or museum, on the day of purchase.

Client: refers to any person who purchases a Ticket on the Website and has accepted the present terms and conditions of sale in accordance with the procedure specified in Article 3.

General Terms and Conditions of Sale: refers to the present terms and conditions of sale the purpose of which is to define the conditions for the purchase and use of Tickets. These conditions have been issued by the Departmental Assembly, through a deliberation dated 15 December 2017.

The deliberation is available for public consultation on the Conseil départemental d'Indre-et-Loire website, www.touraine.fr.

Article 2: Tickets for sale

The tickets soled through the website may be used to access historic sites and museums owned by the Conseil départemental d'Indre-et-Loire. Tickets are valid for individual personal visits.

Before making a purchase, the Client should check the public visiting times. The Client should also check reductions and free access for which he may be eligible, which are detailed on the website, and acknowledges that he has all the information available to him at the time of purchase. If a reduced rate or free ticket is purchased online, the Client undertakes to produce valid supporting documents upon entry to the relevant historic site or museum.

If particular types of tickets are not available for purchase online, the client will not complete the purchase through the website; and may purchase the tickets through at the front desk of the relevant historic site or museum, on the day of the visit.

Tickets purchased online are valid for a period of one year.

Article 3: Purchase process

The Client creates a client account by entering his email address and password. When creating an account, clients will be required to provide the following information for the purpose of processing of the future order: surname, first name, telephone, email address.

It is the client's responsibility to ensure that the contact details transferred upon creation of the client account are correct.

The Client chooses the number of Tickets desired, up to ten (10) per product.

Each ticket offers once-off access for one person to the attraction specified on the Ticket, with the exception of the tickets for the Cité royale de Loches, which offer once-off access for one person to the following attractions: Donjon and Logis.

By purchasing a full-price ticket, the Client waives any right to any reduced price or free ticket to which he may have been entitled for the visit. Appropriate supporting documents must be provided as proof to justify any reduced-price or free tickets offered via the website upon entry to the relevant historic site.

The purchasing process is completed upon payment of the order, as detailed in Article 4. All order payments constitute irrevocable acceptance of the order, which cannot be revoked. If payment is refused, the order will be cancelled.

Article 4: Payment

Online payments may be made exclusively by Visa, MasterCard, Eurocard, Electron or Maestro.

The price for each Ticket purchased is that in force on the day the order is placed; the price is payable in euros, which is the only accepted currency, and is inclusive of all taxes and charges.

Following verification of the order and acceptance of the General Terms and Conditions of Sale in accordance with the conditions specified above, the Client is redirected to a secure payment service through which he pays for the order using his bank card details, including a number, the expiry date and the cvv number on the reverse side of the card.

The amount of the order is debited from the Client's bank account once the transaction is validated on the website.

If the payment is rejected by the payment centre, the transaction is cancelled automatically. All purchases are final, the Client may not cancel or modify the order once the payment has been confirmed.

Following the order, the Client will receive a purchase confirmation email and payment confirmation email (proof of transaction), automatically sent by the secure payment system. The email is not a valid Ticket.

The proof of transaction is drawn up in two copies: the first is addressed to the Client by email, the second is kept for a minimum of five (5) years by the Conseil départemental d'Indre-et-Loire.

Article 5: Tickets

The Tickets are enclosed with the purchase confirmation email, in .pdf format. Tickets contain a bar code, to ensure that they can only be used once. Tickets may be printed for presentation at the attraction, or presented in their digital format.

If printed on paper, tickets should be printed on white paper to ensure that the ticket, and specifically the bar code, can be read without difficulty. Partly printed, stained, damaged or illegible tickets will not be accepted. If a number of tickets are ordered together, each of the tickets purchased must be printed.

Under no circumstances may the Ticket be printed out at the attraction.

Tickets purchased on the website may not be returned, exchanged, or refunded (unless provided for in Article 6 of the present Terms and Conditions of Sale).

In the event of loss or theft, only the first person presenting that Ticket will be considered to be the legitimate holder; and only that person may visit the attraction.

No duplicate copy will be delivered at the attraction.

Each Ticket is valid for one visit only. Once the Ticket has been used once, no further access to the attraction will be permitted. Persons who exit the attraction are not permitted to return.

Article 6: Cancellation – Returns

In accordance with Article 4, all purchases from the website are definitive and may not be retracted by the Client.

The Conseil départemental d'Indre-et-Loire may not be held responsible for force majeure events disrupting the visit to the historic site or museum and resulting, as applicable, in full or partial closure to the public; the Ticket does not guarantee access to any specific visiting day.

The same applies to security restrictions applied which require closure or modifications to the opening hours of attractions.

The Conseil départemental d'Indre-et-Loire may be required to limit the opening hours or close the historic sites or museums owned by it. In such cases, and insofar as the Client can demonstrate that it is not possible for him to return at a later date (Ticket valid for one (1) year as of the date of issue), the face value of the Ticket paid by the client, excluding commission, will be reimbursed by the Conseil départemental to the exclusion of all other compensation or damages.

Under those conditions, the amount will be repaid by administrative order on written request by the Client specifying the date on which he was unable to visit the attraction, accompanied with any supporting document, on presentation of his bank details and Ticket. Before any refund is granted, the Ticket will be cancelled by the Conseil départemental d'Indre-et-Loire. Refunds may not be requested after the Ticket has expired.

No refunds will be given on site.

Requests must be submitted to: Conseil départemental d'Indre-et-Loire - Régie principale des monuments et musées départementaux – DAT/SGAF – Place de la Préfecture – 37927 Tours cedex 9; email: vel_monuments@departement-touraine.fr

If the Client makes a mistake at the time of the order, and purchases a reduced price or free ticket for which he cannot provide the valid supporting documents, the Client may seek a refund of the Ticket mistakenly purchased, subject to purchase, at the ticket office of the relevant historic site or museum, of a ticket at the price to which he is entitled. Requests for refunds should be made in writing, using the form available at the attraction or requested by writing to vel_monuments@departement-touraine.fr. Tickets purchased in error must be enclosed with the cancellation & refund request, and may not be used subsequently. Refunds will be made in the amount of the Ticket price, subject to acceptance by the Conseil départemental d'Indre-et-Loire, by administrative order, and paid into the bank account provided by the Client.

No refunds will be given to clients who purchase Tickets at a higher price than that to which they were entitled.

Article 7: Conditions for access to historic sites and museums

Upon arrival at the attraction, Clients are required to visit the reception office at the historic site or museum, with their ticket. The Ticket purchased on the website does not entitle the visitor to fast-track the queue. All tickets are checked upon entry by scanning the barcode printed on the ticket or displayed on a digital device (tablet, smartphone, etc.).

If the ticket was purchased at a reduced price or for free, the Client is required to provide currently valid and relevant supporting documents. Should the Client fail to do so, they are invited to purchase a ticket corresponding to the price to which they were actually entitled.

If the Client fails to show at a particular event organised by the Conseil départemental d'Indre-et-Loire, for which a higher ticket price applied, the Client is required to pay the ticket office at the attraction the additional amount applicable.

The visit of the historic site or museum will be organised in accordance with the visitor's rules in force, available at the reception desk or website of each attraction.
Visitors are required to keep their tickets until the end of the visit.

Article 8: Liability

8.1. For services

In accordance with Article L. 121-20-3 of the French Consumer Code, under no circumstances may the Conseil départemental d'Indre-et-Loire be held liable for failure to perform or poor performance of the services to which the Tickets give access attributable to the Client, to unforeseen and insurmountable circumstances attributable to a third party, or cases of force majeure as determined by the caselaw of the French courts and tribunals.

8.2 Delivery of the Tickets

With the exception of malfunctioning of the website attributable to it, the Conseil départemental d'Indre-et-Loire may not be held liable for errors that occur during the order, processing, downloading or printing of the Ticket, regardless of whether they are attributable to the Client, or to unforeseeable and insurmountable circumstances attributable to a third party, or in cases of force majeure as determined by the caselaw of the French courts and tribunals.

8.3 Clauses relevant to the use of the website

The purchase of Tickets through the website is reserved to natural persons aged over 18 years at the time of the order, with the legal capacity to enter into a contract and use that website in accordance with the present general terms and conditions of sale.

The Client is solely responsible for its choice to order the Ticket via the website and the deliver methods. The Conseil départemental d'Indre-et-Loire may not be held liable for any compatibility issues between the Ticket and the Client's IT system.

The Conseil départemental d'Indre-et-Loire cannot guarantee to the Client that the website meets its needs precisely and that no errors will occur in using the website.

The website is accessible 7 days a week and 24 hours a day, subject to closure for maintenance or repair or in cases of force majeure or any events beyond the control of the Conseil départemental d'Indre-et-Loire.

The Conseil départemental d'Indre-et-Loire may not be held liable in the event of loss or damage suffered by the Client or any third party following failure to access the website, internet network, telecommunication methods and, more generally, due to force majeure events, as defined by current caselaw of the French courts and tribunals, during a visit to the website or upon placing an order.

The Conseil départemental d'Indre-et-Loire may not be held liable for damage resulting from use of the internet network such as data loss, hacking, viruses or downtime.

The Conseil départemental d'Indre-et-Loire may not be held liable for any non-compliant use of the website by the Client or any other third party.

In the event that the Conseil départemental d'Indre-et-Loire is held liable owing to a breach by the Client of any of the clauses of the General Terms and Conditions of Sale, the Conseil départemental d'Indre-et-Loire may call on the client to take its place as a party to legal proceedings.

Article 9: Intellectual property

The website, texts, images and other elements of the website are the property of the Conseil départemental d'Indre-et-Loire. All elements are protected by copyright legislation.

Article 10: Securing payments and data protection

A security system is in place for the website.

The current payment solution uses SSL encryption. The secure SSL server ensures the reliability of the e-commerce service by encrypting all personal data that are indispensable for processing orders (addresses, email address, bank details, etc.) upon entry. It is impossible to read the data being transferred over the internet. The Client's bank details are protected as only the codes issued by the banks are retained.

The Conseil départemental d'Indre-et-Loire ensures that the encryption solutions used to secure transactions are authorised or declared in accordance with the legislation in force.

The Conseil départemental d'Indre-et-Loire may process personal information on the Client which are collected upon registration with the website and/or any Ticket orders.

The personal data identified as compulsory are necessary to process orders and offer the online services. If the Client does not fill out the required fields, the Conseil départemental d'Indre-et-Loire will be unable to process the order.

Data are stored in the Client's personal account available on the website, accessible using a login with the Client's email address provided during registration with the website and a personalised password. Once registered, the data are used to complete future transactions faster.

The Conseil départemental d'Indre-et-Loire may process personal information on the Client which are collected upon registration with the website and/or any Ticket orders. In that context, the Conseil départemental d'Indre-et-Loire prepares client files containing the information collected. The client file is solely for internal use within the Conseil départemental d'Indre-et-Loire, specifically for the purposes of processing orders and customer research. The client files will not be used for any commercial purpose.

Processing of information collected on the website has been declared to the CNIL (Data Protection Authority) in accordance with Article 40 of the Data Protection Act of 6 January 1978, the Client may access, and rectify their personal data and contest it on legitimate grounds by contacting the Conseil départemental d'Indre-et-Loire at the following address: Conseil départemental d'Indre-et-Loire - Régie principale des monuments et musées

départementaux – Place de la Préfecture – 37927 Tours cedex 9 - indicating his surname and first name, address and latest reservation number if possible.

Article 11: Account closure

The Client may close his personal account by logging in to his account and submitting a request.

Any tickets purchased but not issued at the time of the account closure will be lost.

The Conseil départemental d'Indre-et-Loire reserves the right to close the Client's personal account as of right, without notice, legal formalities or compensation, by email or unregistered post in the event of fraudulent use or any other breach by the Client of their obligations under the Terms and Conditions of Sale.

Under no circumstances may the Conseil départemental d'Indre-et-Loire be held liable by the Client or third parties for closure of an account under the specific conditions of the present article.

The Client's personal account will be closed and the data contained therein will be deleted one (1) month after the date of the last visit booked.

Article 12: Archiving

The Conseil départemental d'Indre-et-Loire archives orders and payment receipts on a reliable and durable medium, as a true copy, in accordance with the regulations in force. The online sales registers are integrated into the production base and the ticket solution are retained as records, as are ticket office sales.

The data archived by the Conseil départemental may be considered by the Client as proof of communications, payment orders and transactions.

Article 13: Customer service

For all information and questions, the Client may contact the Conseil départemental d'Indre-et-Loire at the following address: Conseil départemental d'Indre-et-Loire - Régie principale des monuments et musées départementaux – Place de la Préfecture – 37927 Tours cedex 9 ; or by email: vel_monuments@departement-touraine.fr .

Article 14: Order tracking

The Client may consult the summary of their orders at any time by logging into their account on the website, or through the emails exchanged.

Article 15: Invalidity

If it transpires that one of the clauses of the General Terms and Conditions of Sale is invalid having regard to a rule of law in force or a binding court decision, it will be deemed to be unwritten and shall not void the contract or affect the validity of the other clauses.

Article 16: Applicable law – Litigation

The sale of Tickets referred to in the present General Terms and Conditions of Sale are subject to French law.

In the event of a claim, the Client may contact Customer Service, the contact details of which are displayed in Article 13 of the present Terms and Conditions of Sale. In the event of a dispute, the Administrative Court of Orléans will be solely competent.