



## **General Terms and Conditions of Sale – Group tours Musée national Picasso – Paris**

These General Terms and Conditions of Sale apply to all bookings by any natural or legal person (hereafter referred to as “the CLIENT”) for a group tour (hereafter referred to as “GROUP TOUR”) carried out:

- On the dedicated online GROUP TOUR sales pages of the website <https://billetterie-groupes.museepicassoparis.fr> administrated by the MUSEE NATIONAL PICASSO – PARIS, an administrative public body whose headquarters are situated at 5, rue de Thorigny, 75003 Paris, SIRET (company registration) number: 130 012 172 00016;

The purchase of a ticket for a GROUP TOUR (hereafter referred to as “the TICKET”) by the CLIENT implies his/her acceptance, without reservation, of these General Terms and Conditions of Sale.

These General Terms and Conditions of Sale shall apply to the exclusion of any other general terms and conditions of sale and to all countries.

The MUSEE NATIONAL PICASSO – PARIS reserves the right to adapt or modify these General Terms and Conditions of Sale, at any time. In case of any modification, the General Terms and Conditions of Sale in effect on the day that the order is made will be applied.

### **ARTICLE 1 – PURPOSE OF GENERAL TERMS AND CONDITIONS OF SALE**

The purpose of these General Terms and Conditions of Sale is to define the contractual provisions between the MUSEE NATIONAL PICASSO – PARIS and the CLIENT, as well as the conditions applicable to all bookings for tours carried out by the website <https://billetterie-groupes.museepicassoparis.fr>, whether the CLIENT is a professional or a general member of the public.

### **ARTICLE 2 – NATURE OF GROUP TOURS ON SALE**

GROUP TOURS are sold at a fixed rate. GROUP TOURS affected by these General Terms and Conditions of Sale are as follows:

#### **With a museum guide:**

- Rate for less than 10 people
- Rate for less than 20 people
- Rate for those aged under 26 (maximum 20 people)
- Accessibility rate

These rates include entry to the museum, the cost of the guide, booking fees and the provision of headphones for every member of the group.

**Without a museum guide / with permission to address a group:**

- Rate for less than 10 people
- Rate for less than 20 people
- Rates for less than 5 people (without headphones)
- Rate for those aged under 26 (maximum 20 people)
- Accessibility rate

These rates include entry to the museum, permission to address a group, booking fees and, if required, the provision of headphones for every member of the group.

The CLIENT will be informed, in real time and upon making the booking, of the available time slots for the required tour.

**ARTICLE 3: PRICE OF GROUP TOURS**

The prices of GROUP TOURS are those listed on the website <https://billetterie-groupes.museepicassoparis.fr> at the time of the booking. They are indicated in euros, after tax.

All bookings for GROUP TOURS, whatever their origin, are payable in euros.

The total price at the time of booking confirmation is the definitive price, including all tax and administrative fees. It will be indicated in the confirmation email and on the TICKET. Bank charges are at the customer's expense.

The MUSEE NATIONAL PICASSO – PARIS reserves the right to modify its price at any time and without prior notice. GROUP TOURS will be billed according to the rates in effect at the time of booking confirmation.

**ARTICLE 4: CREATING AN ACCOUNT**

For all bookings for GROUPS TOURS carried out online, it is necessary to create an Account. To do this, the CLIENT must provide the MUSEE NATIONAL PICASSO – PARIS with, as a minimum, the following information:

- Email address
- Name, address and telephone number of the CLIENT
- Marital status, surname and first name of a representative of the CLIENT (if the CLIENT is a legal person)

The CLIENT will receive an email to confirm that the Account has been created, along with a username and password that will enable him/her to access his/her Account.

**ARTICLE 5: ONLINE BOOKINGS**

- a) The CLIENT should access the webpage: <https://billetterie-groupes.museepicassoparis.fr>
- b) The CLIENT should log in to his/her Account using his/her username and password.
- c) The CLIENT should choose a price option and click on “book”.

d) The CLIENT should select:

- The date and time of the desired tour, the availability of which depends on that of the museum guide or the permission to address a group, and is indicated by a calendar which displays the available slots. If a slot is not available, it is displayed as full.
- With or without museum headphones (for groups with permission to address a group)
- The language of the tour.

e) Once the selection has been made, the CLIENT should click on “Add to basket”.

f) On the following page, in order to complete the booking, the CLIENT should click on “Buy now”. If the booking is not required, it is possible to delete it and/or continue with another purchase.

g) The CLIENT should read and accept the General Terms and Conditions of Sale by ticking the box “I have read and accept the General Terms and Conditions”.

h) The CLIENT should click on “proceed to payment”.

## **ARTICLE 6: PAYMENT**

Payment for GROUP TOURS by the CLIENT can be made via one of the following methods, as chosen by the CLIENT:

- card: Mastercard, Carte bleue (France), Visa, Diners Club, American Express
- gift voucher
- bank transfer, It is brought to the attention of the customer that the bank charges are at his expense.
- mandat administratif (France)

### 6.1 – Card payment

For card payments (for all bookings made by telephone or online), the CLIENT is asked to provide the following:

- The “**cardholder**” name
- The “**card number**”
- The “**expiry date**”
- The “**security code**” (cryptogram on the back of the card)

For online bookings, once the information has been entered, the CLIENT should click on “**yes, I confirm my payment**”.

The MUSEE NATIONAL PICASSO – PARIS uses the company Ingenico Payment Services for all payments made on the website <https://billetterie-groupes.museepicassoparis.fr> which has a “3D Secure” online payment system which allows the card number of the CLIENT to be encrypted.

### 6.2 – Gift voucher issued by the Musée Picasso

The CLIENT may pay for the full or partial amount of the booking by providing the code featured on his/her voucher.

### 6.3 – Payment by mandate administratif (only if the booking is made by a French public legal entity)

An email summary of the booking will be sent to the CLIENT containing the current General Terms and Conditions of Sale.

The CLIENT should send a purchase order, within 15 days following the date of booking, to the MUSEE NATIONAL PICASSO – PARIS by post (20, rue de la Perle, 75003 Paris), fax (on +33 (0)1 48 04 75 46) or email ([billetterie@museepicassoparis.fr](mailto:billetterie@museepicassoparis.fr)). If the MUSEE NATIONAL PICASSO – PARIS does not receive the purchase order within this period, the booking will automatically be cancelled.

Once the GROUP TOUR has been carried out, the MUSEE NATIONAL PICASSO – PARIS will send the corresponding invoice to the CLIENT, who should make payment within 30 days from the date of receipt of the invoice, via bank transfer to the MUSEE NATIONAL PICASSO – PARIS.

#### **ARTICLE 7: ORDER CONFIRMATION**

Once payment has been made by the CLIENT (or the purchase order has been received by the MUSEE NATIONAL PICASSO – PARIS in case of payment via mandat administratif), the MUSEE NATIONAL PICASSO – PARIS will send a confirmation email to the email address provided by the CLIENT online at the time his/her Account was created. The GROUP TOUR booking is not definitively confirmed and there is no commitment by the MUSEE NATIONAL PICASSO – PARIS until this email has been received by the CLIENT.

The confirmation email confirms receipt of the booking and contains a link to the Account of the CLIENT from which the ticket can be downloaded.

The CLIENT may also choose to obtain a summary of the booking by logging in to his/her online Account via <https://billetterie.museepicassoparis.fr>.

#### **ARTICLE 8: RECEIVING TICKETS**

TICKETS are sent by email to the address provided by the CLIENT online at the time his/her Account was created.

TICKETS may also be downloaded from the website <https://billetterie.museepicassoparis.fr> via the Account of the CLIENT.

#### **ARTICLE 9: CONDITIONS OF USE FOR TICKETS**

A single TICKET is supplied for the entire group.

The MUSEE NATIONAL PICASSO – PARIS reserves the right to check the identity of one or more members of a group that has purchased a GROUP TOUR for those aged under 26 by way of ID or valid proof of age.

GROUP TOURS are the responsibility of a group leader who agrees to ensure that the entire group respects the tour regulations of the MUSEE NATIONAL PICASSO – PARIS (available at <http://www.museepicassoparis.fr/informations-pratiques/>) as well as the general discipline of the group. On no occasion should group visitors cause any disruption to other visitors. If

groups are required to wait for any period of time, inside or outside the museum (courtyard or garden), they must do so calmly and quietly.

The entirety of all groups of adults must adhere to the number of people indicated in the title of the rate. Depending on visitor numbers, groups may be asked to divide in number in order to enable circulation by other visitors.

The group is asked to wait in the dedicated group waiting area. Only group leaders or the person with permission to address a group should report to the group's desk, 15 minutes before the time of the tour, equipped with the ticket and booking summary. A valid proof of identity for "tour guides with permission to address a group" will be required, as defined by article 26 of visitor regulations.

All groups, in their entirety, will undergo a check according to Vigipirate guidelines.

Once the check has been completed:

- for groups carrying out a GROUP TOUR with a guide from the museum, the group leader should report to the group reception desk where he/she will be attended to by the museum's reception staff. They will supply headphones to the members of the group as well as identification (stickers). The guide will provide instructions for the tour before it begins. Once the tour has finished, headphones should be returned to the guide.

- for groups carrying out a GROUP TOUR with "permission to address a group", headphones (if they have been requested at the time of booking) and identification for members of the group (stickers) will be provided to the group leader or the person with permission to address a group, in exchange for his/her proof of ID or proof of permission to address a group. Once the tour has finished, headphones should be returned to the group's desk according to the instructions given at the time they were provided. The group leader agrees to provide instructions for the tour, which will have been provided to him/her at the time of booking, in order to ensure the comfort of other visitors on-site.

The TICKET is valid only for the booked tour and time period (time slot or tour timetable).

If one or more of the conditions of article 8 are not adhered to, the MUSEE NATIONAL PICASSO – PARIS will be obliged to collect any equipment and interrupt the GROUP TOUR.

#### **ARTICLE 10: FRAUDULENT USE**

It is strictly prohibited to duplicate or counterfeit a TICKET in any way.

Any person who illegally reproduces a TICKET and/or uses a counterfeit TICKET will be liable to prosecution.

The MUSEE NATIONAL PICASSO – PARIS will refuse access to the premises to any person in possession of a TICKET whose barcode has already been scanned.

#### **ARTICLE 11: LOSS OR THEFT OF TICKETS**

The MUSEE NATIONAL PICASSO – PARIS cannot be held responsible in the case of loss or theft of TICKET(S), including on the premises of the museum.

## **ARTICLE 12: DELAY, CANCELLATION, REIMBURSEMENT, EXCHANGE**

### 12.1 Delays to GROUP TOURS “with a guide from the Musée national Picasso – Paris”

In the event of a delay, the MUSEE NATIONAL PICASSO – PARIS will shorten the duration of the service by the equivalent time of the delay. The tour will therefore be incomplete and the finish time of the tour will remain unchanged. For any delay over 20 minutes to the time of the tour indicated on the TICKET (from the time the group leader reports to reception), the museum reserves the right not to guarantee the provision of service, for which the CLIENT will be unable to request the reimbursement of the amount paid.

### 12.2 Delays to GROUP TOURS “with permission to address a group”

In the event of a delay, the museum reserves the right to shorten the duration of the tour by the equivalent time of the delay. For groups that have reserved headphones, the time and means of their return will be indicated at the time of collection at the reception point.

In the event of a delay of over 30 minutes to the time of the tour indicated on the TICKET (from the time the group leader reports to reception), the museum reserves the right to cancel the permission to address a group, and the members of the group will therefore be considered as individuals.

### 12.3 Cancellation by groups “with a guide from the Musée national Picasso – Paris” or “with permission to address a group”

In accordance with point 12 of Article L 121-21-8 12° of the French Consumer Code, the purchase of a TICKET is not subject to the right of withdrawal.

Every TICKET provided can be neither exchanged nor reimbursed, except in the event of cancellation by the MUSEE NATIONAL PICASSO – PARIS of the service, which would submit the TICKET to the following conditions.

In the event of cancellation by the MUSEE NATIONAL PICASSO – PARIS of the service indicated on the TICKET, the museum will contact the CLIENT as soon as possible to inform him/her and, if possible, offer the postponement of the service in question. If postponement is impossible, the CLIENT may be reimbursed. He/she must request reimbursement within three months of the date of cancellation or modification, by presenting the unused TICKET and his/her bank details (partial bank statement/French Relevé d'Identité Bancaire or card number with its expiry date), to the exclusion of any other compensation or indemnity, by email to [billetterie@museepicassoparis.fr](mailto:billetterie@museepicassoparis.fr) or by post addressed to the MUSEE NATIONAL PICASSO – PARIS, 18 rue de la Perle, 75003 Paris.

Exchange or reimbursement is nevertheless withheld in the event of force majeure, as defined in Article 13.

## **ARTICLE 13: LIABILITY**

13.1 The MUSEE NATIONAL PICASSO – PARIS cannot in any case be held liable for any non-performance or poor performance of the service to which the TICKET provides entitlement that is attributable either to the CLIENT, an unforeseeable and insurmountable

event by a third party, or in the event of a case of force majeure as defined in Article 13 of these General Terms and Conditions of Sale.

13.2 Except in the event of a malfunction of the [www.museepicassoparis.fr](http://www.museepicassoparis.fr) website that would be attributable to it, the MUSEE NATIONAL PICASSO – PARIS will not be held liable to problems that may arise at the time of booking, processing, downloading or printing of the TICKET, whether attributable either to the CLIENT, an unforeseeable and insurmountable event, or a case of force majeure as defined in Article 13 of these General Terms & Conditions of Sale.

#### **ARTICLE 14: FORCE MAJEURE**

The CLIENT and the MUSEE NATIONAL PICASSO – PARIS will not be held liable for any non-performance as a result of a case of force majeure. Cases of force majeure are

considered, in particular, by the case-law of the French courts to be: total or partial, internal or external strikes affecting the MUSEE NATIONAL PICASSO – PARIS, the blocking of means of transport or supply regardless of the reason, governmental or legal restrictions, computer breakdowns, the blocking of telecommunications including networks and in particular the Internet.

#### **ARTICLE 15: PERSONAL INFORMATION**

When making a booking by telephone or online, the CLIENT will be asked for some personal information.

The personal information of the CLIENT is subject to data processing by the MUSEE NATIONAL PICASSO – PARIS, for the purpose of processing and tracking the booking, for sales relations, for canvassing and for statistical purposes of the MUSEE NATIONAL PICASSO – PARIS. This information and data is also stored for security purposes, to comply with legal and statutory obligations and to allow the MUSEE NATIONAL PICASSO – PARIS to improve and personalise the services that it offers and the information that it sends to CLIENTS. The recipients of this information are the departments of the public establishment of the MUSEE NATIONAL PICASSO – PARIS and, subject to the authorisation of the CLIENT, its partners. Personal information is stored in the database of the MUSEE NATIONAL PICASSO – PARIS and the CLIENT can modify his/her personal information by logging into his/her Account. Bank and payment details are not stored.

In accordance with the amended "Data Processing and Freedoms" Act of 6 January 1978, the automated processing of personal information is the subject of a declaration to the CNIL (French National Commission for Information Technology and Civil Liberties) by the MUSEE NATIONAL PICASSO – PARIS. The CLIENT benefits from a right to access, rectify and delete any personal information regarding him/her. The CLIENT may also, for legitimate reasons, oppose any processing of this information.

To exercise this right, the CLIENT should send his/her request, with his/her contact details and CLIENT reference number, to one of the following addresses. He/she will receive a response within a maximum of two (2) months following receipt of his/her request.

[cnil@museepicassoparis.fr](mailto:cnil@museepicassoparis.fr)

OR

Musée national Picasso – Paris  
Département juridique et des achats  
20, rue de la Perle  
75003 Paris

The CLIENT may consent, at the time of collection of his/her personal information, to receive information letters by SMS or by email, and to receive sales offers from partners of the MUSEE NATIONAL PICASSO – PARIS. To do so, the CLIENT should simply tick the corresponding boxes.

Subsequently, in accordance with current regulations, the CLIENT may at any time unsubscribe from the newsletter list and the list of third parties by sending an email to the following address: [cnil@museepicassoparis.fr](mailto:cnil@museepicassoparis.fr)

or by sending a letter marked to this effect to the following address:

Musée national Picasso – Paris  
Département juridique et des achats  
20, rue de la Perle  
75003 Paris

#### **ARTICLE 16: COOKIES**

To facilitate browsing for the CLIENT on the [www.museepicassoparis.fr](http://www.museepicassoparis.fr) website the MUSEE NATIONAL PICASSO – PARIS uses "cookies". Cookies are used to record information relating to the navigation of CLIENTS but they do not allow users to be identified.

Configuration of the browser will inform of the presence of cookies and they can, if required, be refused as described on the following page: <http://www.cnil.fr/vos-libertes/vos-traces/les-cookies/>. The CLIENT has a right of access, withdrawal and modification of personal information communicated through cookies by contacting the MUSEE NATIONAL PICASSO – PARIS at the following address:

[cnil@museepicassoparis.fr](mailto:cnil@museepicassoparis.fr)

OR

Musée national Picasso – Paris  
Département juridique et des achats  
20, rue de la Perle  
75003 Paris

#### **ARTICLE 17: CUSTOMER SERVICE**

For any information or question regarding the use of the [www.museepicassoparis.fr](http://www.museepicassoparis.fr) website, the conditions of use for TICKETS and the means of booking, issuing and refunding



TICKETS, the CLIENT should send an email to the following address:  
billetterie@museepicassoparis.fr

Any dispute, regardless of its nature, should be defined in writing and send to Customer Services (at the below address) on the day of the tour at the latest.

#### **ARTICLE 18: DISPUTE RESOLUTION**

These General Terms & Conditions of Sale are governed by French law.

In the event of a dispute, only the Paris courts have jurisdiction, and after attempts to reach a non-judicial agreement have been exhausted.