

Lafayette Anticipations - Fondation Galeries Lafayette  
**Terms and Conditions of Sale**

## INTRODUCTION

These general terms and conditions of sale apply between:

Lafayette Anticipations - Fondation d'entreprise Galeries Lafayette, a corporate foundation governed by Law No. 87-571 of 23 July 1987, with its registered office at 9 rue du Plâtre, 75004 Paris, registered with the SIREN under number 798 857 017 (hereinafter referred to as **'the Fondation'**).

Telephone number: [+33 1 42 82 89 98](tel:+33142828998).

Email: [reservations@lafayetteanticipations.com](mailto:reservations@lafayetteanticipations.com)

Website: <https://www.lafayetteanticipations.com/fr>

## And

Any individual or legal entity making a purchase (hereinafter referred to as **'the Customer'**) via the Fondation's online ticketing website: <https://billetterie.lafayetteanticipations.com/> and/or in person at the reception desk on the day of the event at the Fondation, in accordance with these General Terms and Conditions of Sale.

The purpose of these General Terms and Conditions of Sale is to set out the rights and obligations of the Fondation and the Customer in relation to the sale of tickets, whether purchased on site and/or online, and they apply to orders for individual tickets as well as to bookings for group visits.

## Definitions:

- **'Order'**: any contract between the Customer and the Fondation for the sale of one or more Tickets.
- **'Ticket'**: for the purposes of these General Terms and Conditions of Sale, a 'Ticket' refers to the sale, for a single price, of one or more Fondation events (concerts, performances, individual tours, paid educational workshops or other activities requiring an admission fee, etc.) to individuals.
- **'Booking'** of group visits: refers to a pre-order for a pre-arranged group of individuals, paid for by an organiser.
- **'Terms and Conditions'**: refers to these Terms and Conditions of Sale, the purpose of which is to set out the terms and conditions governing the purchase and use of Tickets, as well as the terms and conditions for booking and purchasing group tours, either in person or online, applicable to the placement and tracking of orders and bookings.

The Customer acknowledges that they have read these Terms and Conditions prior to confirming their Order or Booking and is required to accept these Terms and Conditions by ticking the box provided for this purpose.

Consequently, the Customer declares and acknowledges that they are fully aware of this and therefore waives the right to rely on any other document.

The Fondation reserves the right to make any changes to these Terms and Conditions. Any amendments or subsequent versions of the Terms and Conditions shall apply only to sales made after such amendments have been made.

The Customer declares that they are at least 18 years of age and have the legal capacity to place an Order or make a Booking, either in person or online, for the Fondation's services. If the Purchaser is a minor, they declare that they have obtained permission from their legal guardian to place an Order or

make a Booking.

## **CHAPTER 1 – SALE OF INDIVIDUAL TICKETS**

## **CHAPTER 2 – BOOKING GROUP VISITS**

## **CHAPTER 3 – GENERAL TERMS AND CONDITIONS OF SALE APPLICABLE TO INDIVIDUAL TICKETS AND GROUP BOOKINGS**

## **CHAPTER 1 – SALE OF INDIVIDUAL TICKETS**

### **Article 1.1. Terms and conditions for the sale of individual tickets**

Orders can be placed:

- Online via the Fondation's ticketing website at: <https://billetterie.lafayetteanticipations.com/>.

The online ordering process involves the following steps:

- The Customer selects the ticket(s) they wish to purchase for an event and, where applicable, the relevant price;
- Where applicable, the Customer selects the date and time of the event from the calendar provided;
- The Customer then has two options:
  - Create a personal account by entering your email address, a password and the required personal details (title, surname, first name and postcode). This account allows you to view your order history and past or upcoming bookings, update your contact details and manage your newsletter subscriptions. You must create an account to purchase a ticket.
  - Log in to your personal account (if you already have one) by entering your email address and password.
- For free events, an order summary is displayed to the Customer, who then checks that the order is correct and confirms that they have read and accepted these Terms and Conditions of Sale.
- For paid events, an order summary is displayed to the Customer; once the Terms and Conditions have been checked and accepted, the Customer is redirected to a secure payment server.
- Once the Order has been confirmed, the Customer will receive one or more tickets in PDF format by email, sent to the address provided at the time of booking. The Order is also available in the Customer's personal account. It is the Customer's responsibility to ensure that the contact details and information provided are correct.

If the Customer does not receive confirmation or cancellation of their Order by email within one day, they should contact the Fondation by email at [reservations@lafayetteanticipations.com](mailto:reservations@lafayetteanticipations.com) or by telephone on +33 (0)1 42 82 89 98.

Sales of single-session activity tickets are subject to availability.

Tickets can be ordered from the date tickets go on sale on the Fondation's website. The Fondation reserves the right to change the dates on which tickets go on sale without prior notice.

The Fondation grants the Customer a 48-hour cooling-off period from the date of purchase. Please note that this period does not apply if the event is due to take place within 48 hours.

After this deadline, no cancellations or refunds will be accepted.

- At the Fondation's reception desk

Tickets for events are available for purchase at the Fondation's reception desk on the day of the event only, during the Fondation's opening hours, subject to availability.

Tickets purchased at the ticket office on the day of the event are not subject to any right of withdrawal, in accordance with the provisions of Article L.221-28 of the French Consumer Code relating to leisure services provided on a specific date.

## **Article 1.2. Price and payment of individual tickets**

### *1.2.1. Prices of individual tickets*

The prices of tickets for scheduled events (face value) are quoted in euros, inclusive of all taxes. Tickets remain the property of the Fondation until full and final payment has been received.

The rates applicable to one-off activities are those in force on the day the Order is placed and can be viewed at any time on our website via [this link](#).

### *1.2.1. Payment for individual tickets*

When purchasing one or more tickets at the Fondation's reception desk, payment must be made in a single instalment by credit card (Visa / Mastercard, Carte Bleue) or in cash.

For online ticket purchases, payment by credit card only is accepted (Visa / Mastercard, Carte Bleue).

The Fondation's online sales platform, operated by Digitick, uses the PayBox secure payment service (<http://www.paybox.com>), which is certified as compliant with the PCI/DSS standard.

Confidential data (16-digit credit card number, expiry date, CVV) is transmitted in encrypted form by Digitick to the PayBox payment platform and is not stored but is processed directly by the payment service. The Fondation guarantees that the encryption methods and services used to secure transactions have been authorised or declared by the encryption officer, in accordance with current legislation.

The amount of the order is debited upon confirmation of payment.

## **Article 1.3. Distribution of individual tickets**

A printout of the confirmation page or the order confirmation email does not constitute a ticket. Under no circumstances may this document be used as proof of eligibility for entry to the event.

Individual tickets purchased online for an event are available as soon as the order is confirmed in the Customer's personal account on the online ticketing platform and are also sent by email to the address provided at the time of ordering. They can be downloaded in PDF format up until the date of the event.

They may be presented either in paper format, printed by the Customer (there is no facility allowing the purchaser to print a ticket on site), or in digital format via a smartphone.

## **CHAPTER 2 – BOOKING GROUP VISITS**

### **Article 2.1. Booking procedures for group visits**

Bookings for group visits are processed subject to the number of places available for each tour and in accordance with the Fondation's available time slots.

Bookings can be made via the online form:

<https://form.typeform.com/to/XxQIINIQ?typeform-source=docs.google.com>

The procedure for booking a group visit online involves the following steps:

- The Customer provides the details of the person making the booking and selects the type of tour they wish to book;
- The Customer selects a date and time for the viewing from those offered by the Foundation;
- The Customer chooses the payment method;
- The booking is only confirmed once the Foundation has sent confirmation to the email address provided by the person making the booking. It is the purchaser's responsibility to ensure that the contact details and information provided are correct.

The Foundation grants the Customer a 48-hour cancellation period from the date of booking. However, this period does not apply if the group visit is due to take place in less than 48 hours.

Once this period has elapsed, the Booking may only be cancelled and refunded in accordance with the terms set out in these General Terms and Conditions of Sale.

## **Article 2.2. Prices and payment for group tour bookings**

### *2.2.1. Prices for group visits*

Prices for group bookings are fixed rates applicable to the entire group; they are quoted in euros, inclusive of all taxes.

The applicable rates are available on the Foundation's website and are attached to these Terms and Conditions (Appendix 1).

The Foundation reserves the right to change the prices of group tour bookings at any time. However, such changes will not affect the price of orders that have already been placed. Any method of payment not specified in these Terms and Conditions will be refused by the Foundation.

### *2.2.2. Payment for group visits*

Payment for group bookings must be made in advance of the visit, no later than 5 days before the scheduled date:

- by credit card online; The Customer warrants to the Foundation that they have the necessary authorisation to use this payment method. The Buyer's bank account will be debited for the amount of the Booking as soon as the transaction is accepted by the payment gateway.
- by bank transfer; Transfers must be made to the account details provided by the Foundation.
- by administrative payment order; Only public authorities and bodies may pay by administrative payment order.
- via the Culture Pass; Payment is made in accordance with the procedures set out on the dedicated platform.

Once payment has been made, an invoice made out in the Customer's name will be sent to them by email to the address provided when booking the tour, within 30 days of the tour date.

## **Article 2.3. Delivery of proof of booking for group visits**

Printing the Booking page does not constitute a booking confirmation. Under no circumstances may this document be used as proof of eligibility for access to the group tour.

Confirmation of a group booking will be sent by email in PDF format as soon as the booking has been confirmed.

It may be presented either in paper format, printed by the Customer (there is no facility allowing the purchaser to print a ticket on site), or in digital format via a smartphone.

## **CHAPTER 3 – GENERAL TERMS AND CONDITIONS OF SALE APPLICABLE TO INDIVIDUAL TICKETS AND GROUP BOOKINGS**

### **Article 3.1. Use of individual tickets and group tour bookings**

Each ticket issued and each booking is valid only for the date and time stated on them or for a specified period.

Each ticket entitles one person to admission. Each booking entitles the holder to the number of admissions specified at the time of booking.

Any holder of a Ticket or Booking obtained through the Fondation's offers is prohibited, on pain of legal action, from using it for promotional or commercial purposes of any kind.

In particular, unless specifically authorised by the Fondation, any sale, resale or exchange of a Ticket or Booking is strictly prohibited, subject to the penalties provided for in the Consumer Code and the Criminal Code.

In the event of a ticket being lost or stolen, or a duplicate ticket being issued, only the first person to present the ticket in question shall be regarded as the legitimate holder of the ticket and shall be permitted to attend the event.

The Fondation cannot be held liable under any circumstances for the loss or theft of the Ticket. However, a replacement ticket may be issued at the Fondation's reception desk upon presentation of supporting documents and proof of identity, provided that the Ticket has not been used.

### **Article 3.2. Amendment and cancellation**

#### *3.2.1. Amendment*

The Fondation reserves the right to amend or adapt its cultural programme should the conditions necessary for its delivery in accordance with the originally agreed terms not be met. Should the Customer not accept such amendments or adaptations, the Fondation will issue a refund in accordance with the terms set out below.

#### *3.2.2. Cancellation*

##### **a. On behalf of the Fondation**

In the event of an event being cancelled by the Fondation, except in cases of force majeure as defined by French law, the face value of the Ticket or Booking paid by the Customer to the Fondation will be refunded to the relevant party within a maximum of one month from the scheduled date of the event, to the exclusion of any other compensation or indemnity whatsoever.

Refunds will be issued using the same method as that used for payment, upon presentation of an unused ticket and any proof of payment.

In the event of the cancellation of a group booking by the Fondation, except in cases of force majeure as defined by French law, priority will be given to rescheduling the booking to a later date. If postponement is not possible, the Customer may request a refund of their Order within a maximum of one month from the scheduled date of the visit, to the exclusion of any other compensation or indemnity whatsoever.

Refunds will be processed using the same method as that used for the original payment, upon presentation of the booking confirmation and any proof of payment.

To the extent possible, the Fondation undertakes to notify Customers of any cancellations of an event or a group booking, both via a notice on the website and by sending informative emails to the address provided at the time of the Order or Booking.

## **b. Due to the Customer**

### *1. Individual tickets*

Individual tickets for session-based activities may be exchanged, subject to availability, exclusively for another slot in the same activity. They are non-refundable. Resale is strictly prohibited.

### *2. Booking a group visit*

If the visitor is unable to attend on the originally booked date, they may request to reschedule the slot with the Fondation at no extra cost, subject to availability.

If it is not possible to reschedule, the Customer may request cancellation of the visit and a refund, provided that the request to reschedule or cancel is made no later than 5 days before the date of the visit.

Refunds will be issued within one month of the originally scheduled date of the visit.

Refunds will be issued upon presentation of the following documents:

- proof of booking;
- any supporting document proving payment;
- the bank details of the Customer who made the payment.

## **Article 3.3. Complaints**

All complaints must be made in writing and sent to the Fondation by email: [reservations@lafayetteanticipations.com](mailto:reservations@lafayetteanticipations.com), or to the following postal address: Public Department / Lafayette Anticipations – Fondation Galeries Lafayette / 9 rue du Plâtre, 75004 Paris. The postmark will serve as proof of the date of dispatch.

The Customer, who is entitled to special terms of access to a Fondation event pursuant to agreements between the Fondation and a partner (theatre, museum, transport operator, etc.), may under no circumstances hold the Fondation liable for any breach of obligations by said partner.

## **Article 3.4. Compliance with the House Rules**

Customers are advised that individual Tickets and group booking confirmations grant access to events at the times stated on the Tickets or on the booking confirmation and/or as indicated on the Website, and that all visits are subject to compliance with the House Rules.

## **Article 3.5. Responsibilities**

The Fondation cannot guarantee to the Customer that the online ticketing website will meet their expectations exactly, nor that no errors will occur whilst using it.

The online ticket office website is available 24 hours a day, 7 days a week, subject to closure for maintenance or repairs, or in the event of force majeure or any other circumstances beyond the Fondation's control.

The Fondation shall not be held liable for any loss or damage suffered by the Customer or any third party as a result of a failure to access the online ticketing website, the internet network, telecommunications systems and, more generally, due to force majeure, whilst visiting the ticketing website or when placing an Order or making a Booking.

The Fondation shall not be held liable for any damage resulting from the Customer's use of the internet or the Customer's IT resources, including loss of data, following a breach, virus or service disruption.

The Fondation cannot be held liable for any improper use of the online ticketing website by the Customer or any other third party.

The Customer is solely responsible for their decision to order a Ticket or a Booking, as well as for the terms and conditions of their delivery. Similarly, the Fondation cannot be held liable for the use by a third party of any Tickets or group tour Bookings ordered and delivered to the Customer, as the Customer is solely responsible for their use.

### **Article 3.6. Personal data on the Fondation's website**

The information requested from the Customer when ordering tickets or booking a group tour on the website is strictly limited to what is necessary to process their order and booking request.

Subject to the Customer's prior consent, at the time of confirming the Order or Booking, this data may also be used to send the Customer information and news relating to the Fondation. The Customer may withdraw their consent at any time.

**Data is retained for the period strictly necessary for the purposes for which it was collected, plus, where applicable, any statutory retention periods.**

In accordance with the French Data Protection Act of 6 January 1978, the Customer has the right to access, rectify and delete personal data concerning them. The Customer may also, on legitimate grounds, object to the processing of such data. If the Customer wishes to exercise these rights, they may write to the following email address: [reservations@lafayetteanticipations.com](mailto:reservations@lafayetteanticipations.com) or by post to the following address: Public Department / Lafayette Anticipations - Fondation Galeries Lafayette / 9 rue du Plâtre, 75004 Paris

### **Article 3.7. Entire Agreement**

If, for any reason, any provision of these Terms and Conditions is found to be unenforceable, such unenforceability shall not affect the validity of the remaining provisions of the Terms and Conditions. The provision in question shall then be deemed to have never been included.

### **Article 3.8. Governing law – Dispute resolution**

These Terms and Conditions are drawn up in French and translated into English for convenience. In the event of any doubt, misunderstanding or contradiction with the English translation, the French version shall prevail.

These Terms and Conditions are governed by French law.

In accordance with the provisions of Article L. 133-4 of the French Consumer Code, in the event of a dispute arising between the Fondation and the Customer in connection with the performance or interpretation of these Terms and Conditions, the Customer shall be free to refer the matter to a third-party mediator or conciliator with a view to reaching an amicable settlement of the dispute. In the absence of an amicable settlement, the dispute shall be brought before the competent French courts.

## **APPENDIX 1 – GROUP VISIT RATES**

<b>PUBLIC</b>	<b>RATES (maximum 25 participants)*</b>
Nursery and primary schools	Free
Secondary and higher education	40€ incl. VAT
Social and medico-social sphere	Free
Companies and organisations	100€ incl. VAT

*\* This capacity may vary depending on the exhibition and/or activity on offer, to ensure visitors' comfort.*