

GENERAL CONDITIONS OF SALE

SEMECCEL is the company which operates Cité de l'espace and Envol des Pionniers (hereinafter "the Sites"). SEMECCEL is also a travel agent registered as number IM031100035 on the Register of Travel and Holiday Operators, registration renewed on 02/07/2019. Its headquarters is at Cité de l'espace, avenue Jean Gonord BP 25855 31506 Toulouse Cedex 05. It is the single point of contact for the customer and is responsible to customers for fulfilling the obligations arising from these conditions of sale.

The information available in the sites' reception areas, in brochures or on the websites www.cite-espace.com or www.cite-espace.com or lenvol-des-pionniers.com may be subject to change. Customers are invited to refer to the latest version of the website before proceeding with any purchase.

Groups: Specific conditions, particularly as regards prices, only apply to groups of a minimum of 20 paying people who made a prior booking request from our services.

Minors: During their visit with their family or group, in all inside and outside areas of the relevant Site, children remain the responsibility of their parents or accompanying adults who must ensure continuous monitoring, even on accompanied or thematic tours, educational workshops or any other presentation carried out on the relevant Site. Moreover, for reasons of safety, some more dynamic events are only accessible to children who meet the criteria or limitations on display at the entrance to the event.

SEMECCEL takes no responsibility for minor children and does not monitor them, nor those who meet them nor their entry or exit from the site, accompanied by adults or not, and their identity will not be checked. All minors remain the full responsibility of their parents, both for any harm they may come to and for any harm they may cause to SEMECCEL or to third parties, whether visitors or not.

Children under 16 years of age must be accompanied by a legal guardian or other adult bearing the written permission of the child's legal guardians to enter the site. Minors of more than 16 years of age must either be accompanied on the same basis as younger minors or have the written permission of their legal guardians. SEMECCEL reserves the right to check the existence of such written permission and refuse entry.

Protection of personal data: SEMECCEL is required to collect personal information and data from customers, such as surname and first name, e-mail, telephone number, address, this list not being exhaustive. This data is processed for the purposes of handling an order, access to the site and sending commercial offers if the customer checked the required box for this purpose when ordering.

Processing is carried out under the responsibility of SEMECCEL and the data collected is intended for SEMECCEL's exclusive use.

In accordance with existing legislation, you have a right to access, correct and delete the personal data concerning you. You also have the right to refuse processing or to request a limitation thereof.

This right can be exercised by writing to the following address indicating your surname, first name and address: SEMECCEL Cité de l'espace, Service Commercial, BP 25855 – 31506 TOULOUSE Cedex 5 or by e-mail to resa@semeccel.com, or seminaires@semeccel.com. You also have the right to make a claim with CNIL if you feel your rights have not been respected (details available at www.cnil.fr)

Applicable law and courts: These conditions of sale are subject to French law. In the absence of amicable settlement, any dispute relating to their interpretation and/or enforcement is a matter for French courts.

Price: All our prices include VAT in Euros.

Composition of these General Conditions: These conditions consist of two parts. The first part applies to consumers who are herein known as *"travellers" when they purchase tickets with accommodation and "visitors" when they purchase tickets (including combined tickets for several sites or third-party sites) without accommodation (1).* The second part applies to corporate entities (2).

1. TRAVELLERS AND VISITORS

This part presents the conditions which apply to travellers only (1.1.) which automatically take precedence over conditions which apply to both travellers and visitors in the event where there is any contradiction.

1.1. Conditions Which Apply Only to Travellers (Tickets + Accommodation)

The combination of travel services offered to you is a package as defined in EU Directive 2015/2302 and Article L.211-2 II of Tourism Law.

You will therefore enjoy all rights granted by the European Union which apply to packages, as adopted in [tourism law](#). SEMECCEL will be completely responsible for the proper delivery of the package as a whole.

Furthermore, as required by law, SEMECCEL is insured to reimburse your payments and, if transportation is included in the package, ensure your repatriation in the event of insolvency.

I – Traveller's Rights

- **Essential Rights Provided for by Directive 2015/2302, adopted in Tourism Law.**

Travellers will receive all essential information about the package before concluding the contract for the travel package.

The organiser as well as the retailer is responsible for the proper delivery of all travel services included in the contract.

Travellers receive an emergency telephone number or contact information enabling them to contact the organiser or retailer.

Travellers can transfer their package to another person, subject to reasonable notice and payment of additional expenses.

The price of the package can only be increased if specific costs increase (e.g. fuel prices) and if this possibility is explicitly provided for in the contract, and cannot, in any case, be changed less than twenty days before the start of the package. If the price increase exceeds 8% of the price of the package, the traveller can terminate the contract. If the organisers reserve the right to increase the price, the traveller is entitled to a price reduction in the event of a reduction in related costs. Travellers can terminate the contract without paying termination fees and receive a full reimbursement of payments made if one of the essential elements of the package, other than the price, is subject to a major change. If, before the start of the package, the professional responsible for the package cancels the package, travellers can obtain a refund and compensation, where appropriate. Travellers can terminate the contract without paying a termination fee

before the start of the package in exceptional circumstances, for example, if there are serious safety problems at the destination which may affect the package.

Moreover, travellers can, at any time before the start of the package, terminate the contract on payment of appropriate and justified termination fees.

If, after the start of the package, major elements of the package cannot be provided as planned, other appropriate services must be offered to travellers, at no additional cost. Travellers may terminate the contract without paying a termination fee when services are not carried out in accordance with the contract, whether this affects the delivery of the package considerably and the organiser does not address the problem.

Travellers are also entitled to a reduction in prices and/or compensation in the event of failure to perform or poor delivery of travel services.

The organiser and retailer must provide assistance to travellers if they are in distress. If the organiser or retailer becomes insolvent, any amounts paid will be reimbursed. If the organiser or retailer becomes insolvent after the start of the package and transport is included in the package, repatriation of travellers is guaranteed.

SEMECCEL has coverage against insolvency with GROUPAMA ASSURANCE CREDIT & CAUTION, 126, rue de la Piazza – 93 199 Noisy-le-Grand Cedex,, France – caution@groupama-ac.fr - 089297678135. Travellers may contact this organisation if they are refused services because of SEMECCEL's insolvency.

You can consult EU Directive 2015/2302 as adopted into national law at the following link:

<https://www.legifrance.gouv.fr/affichTexte.do?cidTexte=JORFTEXT000036240465&categorieLien=id>
(end of the standard form)

- **Further Traveller's Rights**

SEMECCEL has taken out professional civil liability insurance No. 4355865P with MAIF, 79018 Niort Cedex, providing the following amounts: bodily harm of up to €15,000,000 per incident, physical and immaterial consecutive harm of up to €3.500.000, and non consecutive immaterial harm up to €500,000 per calendar year.

To request assistance if travellers are in distress or complain about any non-compliance experienced in the journey or holiday, travellers can contact SEMECCEL, Cité de l'espace, avenue Jean Gonord, BP 25855, 31506 Toulouse Cedex 05. Travellers are required to notify any non-compliance which they find in connection with the journey or holiday in accordance with item II of L. 211-16 of Tourism Law.

Transfer of the Contract: Travellers may transfer their contract to an assignee who meets the same conditions as themselves for the journey or holiday, as long as this contract has produced no effect. The assignor is required to inform SEMECCEL of this decision by any means which enable delivery of an acknowledgement of receipt of this decision, no later than seven days before the start of the journey. The assignor and assignee of the contract are jointly responsible for payment of the balance of the price as well as any additional expenses, charges and other costs incurred by this assignment. SEMECCEL will inform the assignor of the actual costs of the assignment and provide the assignor with proof of expenses, charges and other additional costs arising from the assignment of the contract.

II - Accommodation

The price of the package does not include tourist tax which may be claimed in addition directly by the accommodation provider and does not include travel between the Site and the accommodation venue.

The booking request must automatically indicate the number of people, the category of travellers and the departure date.

For group bookings: Reservations must be made no later than 45 days before the visit. Payment of the balance of the contract price must be made no later than **eight days before the visit**. In this case, a voucher will be sent no later than 6 days before your visit. This voucher must be presented to the various service providers.

Occupants of Rooms: Each accommodation is provided for a specific number of guests and cannot under any circumstances be used by more people. Any minors are considered to be full occupants. Unless by special agreement in writing with SEMECCEL, pets are not accepted (except guide or assistance dogs).

Arrival after 6 p.m.: in this case, travellers must directly notify the accommodation, contact details of which are on the travel documentation.

Change or Cancellation of the Contract: see section "V.3 Accommodation Services and Other External Services" of section "V – Change or Cancellation" of these Terms.

III – SEMECCEL's Responsibility

Except for personal injury, deliberate or accidental harm, any damages and interest due by SEMECCEL are limited to three times the total holiday price.

1.2. Conditions Which Apply to Travellers (Tickets + Accommodation) and Visitors (Tickets without Accommodation)

The following conditions apply to both travellers and visitors, subject to the provisions of the previous section "Conditions which apply exclusively to Travellers" which automatically take precedence over shared conditions which contradict them.

I – Contractual Relations

Customers acknowledge their fitness to enter into a contract as described in the conditions of sale below, i.e. being at least 18 years of age, being legally capable of making a contract and not being under guardianship or trusteeship. Any minor child must be accompanied by an adult. On arrival at one of the sites (Cité de l'espace, L'Envol des Pionniers or any other third-party site to which the purchased ticket gives access, customers are subject to Regulation on display in the reception hall and accessible on the relevant Site's website.

Prices featured in brochures issued by SEMECCEL or on the relevant Site's website correspond to the prices which are in effect on the day they are published. These prices may be changed at any time.

Once the contract is concluded, SEMECCEL cannot retrospectively apply occasional promotional discounts and offers.

II - Booking

II.1 - Individuals

- **Conclusion of the Contract**

The booking must include the number of people, age of participants, the date of arrival and the services selected (including number and type of bedrooms), means of payment and cancellation conditions.

Reduced prices (students, disabled persons, families etc.) are not available online. To access these prices, customers must contact SEMECCEL or request them from reception staff at the relevant Site on the day of the visit.

- **Purchase on the Website**

The contract is valid from the time of confirmation of payment and issue of a booking number. The booking number is sent to customers by e-mail. If it is not received, customers must contact SEMECCEL by e-mail at resaweb@semeccel.com.

In the event of refusal of payment by the Internet banking server, the booking is cancelled and the file is recorded as a quote.

- **Visit Documentation**

Documentation for the visit includes entry tickets and vouchers for hotels and other services. Entry tickets allow direct access to the relevant Site. The other documents are to be handed to the relevant providers.

Customers must present themselves on the day indicated on the visit documents.

After full payment for all services and receipt of the visit documentation, customers must print the visit documentation (in this case they undertake to comply with the conditions for printing, validity and use of these documents as stated below) or present them via their mobile terminal at the Site reception.

- **Conditions for Printing, Validity and Use of Visit Documentation**

Printing:

The facility for printing visit documentation at home enables printing of the said documentation on an ordinary printer using an internet connection. Visit documentation can be print or be presented by an electronic medium.

Validity of Printed Visit Documentation:

Customers must ensure that printed visit documentation is of good quality. These visit documents must necessarily comply with the following conditions of validity: print in portrait orientation, in original size, on a sheet of white A4, blank on both sides. A ticket is printed for each person on the booking, documents relative to other services are also printed specifically. It is required that all visit documentation be printed.

Visit documentation and in particular tickets and vouchers which are partially printed, dirty, damaged or illegible will not be accepted and deemed invalid. In the event of poor print quality, customers must re-print their ticket and/or any other printable document to provide a good quality of print. Customers can check the quality of printing by ensuring that the information written on the ticket and/or other documents as well as the bar code are clearly legible.

Use of Printed Visit Documentation:

Each printed entry ticket is provided with a unique barcode and/or QR code checked and recorded at the entrance to the relevant Site using bar code readers, which enable direct access to the relevant Site. Printed visit documentation is personal and non-transferable. Unless otherwise provided, they are neither exchangeable nor refundable. On checks at the entrance to the relevant Site or on delivery of any other visit document to service providers involved in the stay, official and current identification documentation may be required from customers to identify the purchaser of the said visit documentation.

It is strictly prohibited to reproduce, duplicate or counterfeit an entry ticket or any other visit document, to make them available for such purposes or use copies of these documents. Such deeds may be subject to criminal prosecution, without prejudice to any damages and interest which SEMECCEL would be entitled to claim against offenders depending on the harm suffered.

II.2 - Groups

- **Booking**

Price conditions specific to groups and the following conditions apply to groups of a minimum of 20 paying people (or 10 students for school groups) who made a **prior booking** request to our services.

The booking must include the number of people, age of participants, the date of arrival and the services selected (including number and type of bedrooms), means of payment and cancellation conditions.

Any booking must be made by e-mail, no later than three weeks before the date of the visit. The booking request must always indicate the number of people, the category of visitors and the date(s) of the visit. The contract will be sent by e-mail by the Booking Service

A booking confirmed by e-mail implies acceptance without restriction by customers or their representatives of these conditions. A signed copy must be retained by customers and presented on the day of the visit.

A booking becomes firm on receipt by SEMECCEL of the duly signed contract and a down payment of 50% before the end of the expiry date, or of a Purchase Order for institutions: otherwise, options cannot be held. For bookings with catering, choice of menu must necessarily accompany the signed contract.

Otherwise and without notification 15 days before the visit, SEMECCEL will proceed to determine the menus without consulting the customers.

The 50% down payment or purchase order for institutional payments must be sent to us before the expiry date along with the signed contract.

The schedules of shows, events, shops and restaurants referred to in the contracts are for illustrative purposes and may be changed or deleted without notice.

- **Booking Fees**

A booking fee of €23 is billed on each booking for any booking of at least one visit, with or without accommodation, except for educational visits.

For educational visits, an amendment fee of €30 will be billed from the second amendment to any booking.

III - Conditions of Payment

SEMECCEL is not responsible for any fees on bank card transactions incurred, where applicable by varying exchange rates or other reasons which do not depend on SEMECCEL.

III.1 - Individuals

- **On-Site Payment (At Desk)**

All payments must be made in Euros.

- **Booking on the Website**

All payments must be made in Euros by bank card, Visa, Visa Electron, Mastercard, American Express, or E-Carte Bleue.

III.2 Groups

The balance of the price is due on the day of the visit, on arrival of the group, except for institutional payments. A deferred payment, on receipt of an invoice, may be agreed with the Commercial Manager. Any sum not paid by contractual maturity will incur application of delay penalties calculated at 3 times the current legal interest rate.

IV - Absence of Right of Cancellation

In accordance with Article L 221-28 of Consumer Law, services offered by SEMECCEL, are not subject to application of the right of cancellation laid down in Articles L 221-18 ff. in that Law as regards contracts concluded at a distance.

Therefore, services ordered are exclusively subject to the cancellation and amendment conditions provided for in these general conditions.

V – Amendment or Cancellation

V.1 Individuals

Amendment or Cancellation by the Customer

Requests for amendment, full or partial cancellation of a confirmed booking may only be made to SEMECCEL (even for a booking made on the website) and must be notified in writing to SEMECCEL by registered letter, by fax to 05 62 71 56 01 or by e-mail to resaweb@semeccel.com and received by SEMECCEL, no later than four days before the visit.

As for promotional offers, tickets are neither exchangeable nor refundable.

Any amendment to the accommodation date or hotel required by customers prior to arrival constitutes a cancellation of the original booking (with application of cancellation fees described in the following paragraph) and registration of the new booking on the conditions described above.

For any request for full or partial cancellation of a confirmed booking, the sum retained by SEMECCEL is:

| Total Cancellation | Until D -4 | From D-3 to D and non-arrival |
|------------------------------|------------|-------------------------------|
| D = First Day of the Service | 0 % | 100% |

Refunds are not paid at the desks.

Delayed arrival, abandonment of a service or early departure

In the event of arrival before or after the date of the first service booked, or if they withdraw from one of the services of their stay or in the event of early departure during the stay, customers are not reimbursed.

Non-Arrival

Non-arrival of the customer does not give any right to reimbursement.

V.2 Groups

Requests for amendments to confirmed bookings must be made in writing by email to resa@semeccel.com or seminaires@semeccel.com. Only amendments confirmed by SEMECCEL sending a contract are accepted.

The exact number of people present on the day of the booking (Room rentals, catering and other) must be confirmed in writing, no later than 15 days before the start of the event. This number will be used as the minimum billing basis.

No correction made directly by customers to SEMECCEL document will be taken into account.

SEMECCEL's deadlines:

Post: the date of receipt is authentic.

Email / Fax: received before 5 p.m. local time, except weekends and public holidays.

The number of people notified during booking or as finally amended will be used as the basis for billing.

Allowance is made for up to 10% absence applying to all services, except for room hire. Beyond this rate, all services will be charged for the rest of people who did not attend.

For any upward amendment received between D-15 and D, SEMECCEL cannot guarantee any booking or additional services.

General Services (Ticketing and Shows):

Any cancellation or amendment will be subject to billing based on the total price of the service, subject to the following conditions:

| Total Cancellation | Until D-15 | D-14 to D-8 | From D-7 to D or non-arrival |
|------------------------------|------------|-------------|------------------------------|
| D = First Day of the Service | 0 % | 50% | 100% |

Supplementary Services (discovery tours, accompanied tours, themed tours, educational workshops etc.):

After D-15, in the event of a reduction in the size of the group incurring the cancellation of one of the above-mentioned services (e.g. cancellation of one of the two guided tours initially scheduled for two sub-groups), this service will be charged in full.

Any unused catering service will not entail a reduction in the price of the service.

Any cancellation or amendment will be subject to billing based on the total price of the service, subject to the following conditions:

| Cancellation / Amendment of Supplementary Services | Until D-15 | From D-14 to D |
|--|------------|----------------|
| D = First Day of the Service | 0 % | 100% |

V.3 Accommodation Services or Other External Services

It is specified that tourist tax may be requested directly by the accommodation provider.

Amendments are made by SEMECCEL, subject to availability.

Any change to the residence or hotel date requested by customers constitutes a cancellation of their original booking with application of the cancellation fees described below.

Any amendments entail the sending of a new contract. If the new contract is not returned signed before the expiry date nor the supplementary payment, if necessary, made, amendments are deemed to be null and void.

Total Cancellation of the Booking by the Customer

For any total cancellation, SEMECCEL reserves the right to deduct part of the total cost of the service booked by the customer under the following conditions:

| Total Cancellation | Until D-30 | From D-29 to D or non-arrival |
|------------------------------|------------|-------------------------------|
| D = First Day of the Service | 0 % | 100% |

Partial Amendment of the Booking by the Customer

For any partial amendment (number of people or number of bedrooms etc.) SEMECCEL reserves the right to deduct part of the total cost of the service booked by the customer under the following conditions:

| Partial Cancellation | Between D-30 and D-20 | From D-19 to D |
|------------------------------|-----------------------|----------------|
| D = First Day of the Service | 0 % | 100% |

Delayed arrival, abandonment of a service or early departure

In the event of arrival before or after the date of the first service booked, or if they withdraw from one of the services of their stay or in the event of early departure during the stay, customers are not reimbursed.

Non-Arrival

Non-arrival of the customer does not give any right to reimbursement.

V.4 Amendment or Cancellation by a Supplier

In the event of an essential element of a booking being amended or cancelled by SEMECCEL, customers must, within 8 days after being informed in writing, either terminate their booking and obtain a refund, or accept the proposed amendment by signing an amendment to the contract.

VI - Mediation

In the event of a claim not resolved by talking, customers are invited to send a formal written request to SEMECCEL at the address listed above. They may then, if necessary, refer to the Tourism and Travel Mediator, following the procedure laid out at the following website: www.mtv.travel. This Article does not preclude customers from taking legal proceedings freely and at any time.

2. LEGAL ENTITIES

2.1. Bookings

For group, seminar or room rental bookings, booking conditions and booking fees are specified in "II.2 – Groups" of Section " 1.2. Conditions common to travellers and visitors" of these Terms.

2.2. OBJECT

Commercial events, exhibitions, performances organised by customers may take place at the relevant Site only after approval or authorisation has been obtained from the relevant official authorities.

Any musical event must be subject to the customer's prior declaration to SACEM,7 esplanade Compans Cafarelli, 31000 Toulouse. Tel: 05 62 27 93 80.

SEMECCEL may terminate unilaterally without notice or compensation, any contract whose purpose or cause would be incompatible with the purpose of the rented premises, or contrary to common decency or risk disturbing public order.

2.3. Payment

SEMECCEL may terminate booking without compensation, after a lack of response to formal notice from customers, in the absence of payment of all or part of their down payment to be made for confirmation.

In the event of delayed payment, customers will be liable to pay delay penalties calculated on the basis of 3 times the current legal interest rate. Moreover, customers will be ipso jure liable to pay SEMECCEL a flat rate fee of €40 for costs of recovering outstanding amounts.

2.4. Organisation

Customers may not bring any food or drink from outside, without obtaining exceptional exemption from SEMECCEL. SEMECCEL reserves the right to levy a corkage fee.

Any plans for technical installation, laying out of rooms and events will be submitted for consideration and agreement before confirmation of the booking. As soon as the contractual period of service is over, customers will remove any equipment, effects, documents and equipment, at their own expense, brought to the relevant Site premises for the delivery of the contract.

Customers undertake to return all rented equipment. In the event of damage or non-return, replacement costs will be due to SEMECCEL.

2.5. Consumption, Amendment, Cancellation

Any unused catering service will not entail a reduction in the price of the service.

Any cancellation or amendment of room hire will be subject to billing based on the total price of the service, subject to the following conditions:

| Total or Partial Cancellation | Until D-30 | D-29 to D-15 | From D-14 to D or non-arrival |
|-------------------------------|------------|--|-------------------------------|
| D = First Day of the Service | 50 % | 75% for SEMECCEL's services and 100% for accommodation or other external services. | 100% |

Services other than room rentals may be amended or cancelled under the conditions described in V.2 Groups.

2.6. Non-Compliance - Problems - Claims

Any claim relating to a stay must be made to SEMECCEL by registered letter recorded delivery within 72 hours after the service or stay. To avoid any dispute, visit documentation (contract, entry tickets, vouchers etc.) including the number of participants must be attached to the claim.

2.7. Responsibility

SEMECCEL cannot be liable for damages resulting from force majeure, from deeds of customers or third parties, detracting from the good conduct of the visit and services provided.

SEMECCEL declines any liability for damages of any kind and, in particular, fire and/or theft, which may be caused to visitors' effects, objects or equipment, which was not deposited in the area set aside for this purpose.

Signatories of contracts are responsible for any direct or indirect damage which any member of their party may cause while present at the park or building and undertake to purchase insurance in this respect.