

# GENERAL TERMS AND CONDITIONS OF SALE

## APPLICABLE TO GROUPS VISITS SERVICES

### Article 1. BOOKINGS

These General Conditions of Sale apply to all ticket bookings for the group department from SPELEOLOGICAL OPERATING COMPANY, PADIRAC (hereinafter referred to as "Gouffre de Padirac") limited liability company with a board of directors and capital of €185,943,24, registered under the number 552130957 in the Commercial Register of Companies, Paris and whose registered offices are located at 18 rue des belles feuilles 75116 PARIS, via the Internet or made on the website [www.gouffre-de-padirac.com](http://www.gouffre-de-padirac.com) of the Gouffre de Padirac site, which is run by the company.

Bookings are required and must be made via our groups department: [resa@gouffre-de-padirac.com](mailto:resa@gouffre-de-padirac.com). Bookings must be made via e-mail, fax, post or online at [www.gouffre-de-padirac.com](http://www.gouffre-de-padirac.com).

Booking requests must be made at least 15 days before the planned date of the visit.

After receipt of a booking request in writing, Gouffre de Padirac shall examine the request on a case-by-case basis and, depending on availability, propose a booking via a **booking agreement** specifying the details of the visit (date, time, size of group, price, payment method, tour language – subject to feasibility) and these General Terms and Conditions of Sale.

The booking shall only become final on the date of receipt by Gouffre de Padirac of the booking agreement signed by the customer accompanied by a deposit of at least 50% of the amount of the order (cheque or proof of transfer).

The booking party shall be required to return the agreement and deposit payment no later than 10 days before the date of the visit.

Any agreement not returned at least 10 days before the date of the visit shall be considered cancelled.

Bookings are not deemed to have been accepted until a "Booking Confirmation" form is sent by us to the Customer. In order to facilitate movement through the payment points, the group leader or guide is asked to present this confirmation on the day of the visit.

### Article 2. PRICES AND CONDITIONS APPLICABLE

The prices of the services shall be understood to be per person and inclusive of all taxes and correspond to the prices in force on the date the agreement is signed. (Invoices shall show, inter alia, the unit price excluding taxes and the taxes applicable). Prices are subject to change, including during the season, without notice.

#### 2.1 Application of Group Rate

The "Group" price conditions apply to all groups of at least 20 people for which an advance booking has been made with Gouffre de Padirac. Where the number of participants is or becomes less than 20 people, Gouffre de Padirac shall charge each admission at the individual public rate resulting in the automatic application of the related General Terms and Conditions of Sale. A ticket shall be provided to each member of the group, in accordance with the rate applied. The site will check the tickets concerned.

#### 2.2 Application of Reduced Rate

A currently-valid official form of photo ID (passport, driving licence, ID card or residence permit) may be requested when entering the site or at checks along the tour route, to verify, inter alia, eligibility of ticket holders for reduced rates (children, students, holders of disability cards, etc.). In the absence of the aforementioned documents, the site reserves the right to apply the full public ticket price.

The age to be taken into consideration to avail of the Child rate is the age of the child on the date of the visit.

#### 2.3. Free Entry

For group bookings, one free entry shall be offered for each 20 paid entries. One free entry shall also be offered for the group's driver.

For school groups, one free entry for a supervising adult shall be offered for each 10 paid student entries. One free entry shall also be offered for the group's driver.

Outside the above cases, no free entries can be offered without the express agreement of general management.

#### 2.4. Private visits

Bookings for private visits (VIP visits) must be requested via our booking department: [resa@gouffre-de-padirac.com](mailto:resa@gouffre-de-padirac.com). Bookings shall only be effective where full payment is made for the service before the planned visit date. The service shall be cancelled where payment is not made at the latest on the day of the visit.

### Article 3. INVOICING

Deposits must be paid no later than 10 days before the date of the visit. Failure to pay any deposit may result in cancellation of the booking request.

Payment of the deposit should be made by cheque made payable to S.E.S. de Padirac, or by bank transfer to the bank account indicated on the proforma invoice.

Payment of the outstanding balance must be made prior to entry, via credit card, cash, or cheque made payable to S.E.S de Padirac, at the group payment point on the day of the visit.

Where payment of the balance cannot be made on site, payment must be made in full no later than 8 days before the planned date of the visit, via cheque made payable to SES de Padirac or by bank transfer.

Any payment not made at the latest on the day of the visit shall result in the cancellation of the service and shall remain due in full.

Administrative payment orders may be accepted after approval of the booking request by the Gouffre de Padirac Sales Department.

No other payment may be approved without the prior agreement of General Management.

Customers shall, in all cases, be responsible for payment of all bank or foreign exchange charges relating to payments by bank transfer.

### Article 4. CHANGES OR CANCELLATIONS

#### 4.1 Change to Size of Group by Customer

In the event of an increase in numbers in the group, additional entry tickets may be purchased by the group leader on site at the payment point, depending on availability. Any additional tickets must be paid on site at the Individual rate.

The pricing applied shall be based on the numbers indicated by the customer 8 days before the visit. Customers shall be provided with the exact number of tickets for which they have paid. Such tickets shall be invalidated in the same way as used tickets. Our tickets are non-transferable, non-changeable and non-exchangeable.

No refunds shall be made once tickets have been issued. Gouffre de Padirac must be notified in writing (letter, fax or e-mail) of any changes to confirmed bookings.

Only changes approved and confirmed by Gouffre de Padirac shall be deemed to have been accepted. Changes are subject to availability and may result in a change of price in the event of a change to the numbers in the group. Gouffre de Padirac shall, in all cases, apply the below fees for any partial cancellation of a booking confirmed in writing:

- Up to 9 days before: no charge for change of numbers.
- From 8 to 0 days: Cancelled places will be charged in full.

#### 4.2 Full Cancellation by Customer

Gouffre de Padirac must be notified in writing (letter, fax or e-mail) of any full cancellation of a confirmed booking. Only cancellations approved and confirmed by Gouffre de Padirac shall be deemed to have been accepted.

Gouffre de Padirac shall, in all cases, apply the below fees for any full cancellation of a confirmed booking not cancelled within the deadlines:

- Cancellation from 8 to 0 days: 100% of the total amount charged on the booking agreement

In the event of a no-show by a group for a confirmed booking that has not been cancelled, the following fees shall be applied: 100% of the total amount indicated in the booking agreement.

In the event of force majeure or of exceptional and inevitable circumstances arising at the reservation site or in close vicinity thereto, (these circumstances inevitably being external to the Group, shall therefore exclude any personal reasons in terms of their definition, and thus, in particular, any requests due to illness or accident of one or more members of the Group). As they have a significant impact on performance of the contract, the co-contractor has the option to seek cancellation of the purchase of the booking, free of charge, and without additional compensation unless they request a deferment. Such requests shall only be granted where the circumstances referred to are provable via objective facts.

Any request that is based on a reason that is directly or indirectly linked to the Covid-19 epidemic cannot be considered as a reason referred to in the previous paragraph of these GTCs.

#### 4.4 Cancellation by Gouffre de Padirac

Gouffre de Padirac reserves the right to cancel any booking if compelled to do so due to events of force majeure or acts of God, including but not limited to: fire, water damage, storm, inability to access, etc. In such circumstances, Customers consent to being contacted by SES de Padirac at the contact details provided in the booking, so that a refund or postponement of the services

can be arranged. Customers may not, under any circumstances, claim any compensation.

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## Article 5. PROVISION OF THE SERVICE

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Customers undertake to present themselves at the Groups Reception Desk 15 minutes before the time of the visit.

Where this is not possible, Customers undertake to notify Gouffre de Padirac as soon as possible (+33 (0)5 65 33 77 37), in which case Gouffre de Padirac may change the time of the visit, or cancel it, after first notifying the customer upon arrival.

Any visit that has already commenced shall be due in full. During visits, visitors are subject to the "Visitor Rules and Regulations" displayed at the entrance. Guides or supervising adults shall be responsible for their group, even where a member of staff from Gouffre de Padirac is present. Each visitor shall be liable for any direct or consequential loss caused by his or her presence on the Gouffre de Padirac site.

In the event of failure to comply with the "Visitor Rules and Regulations", Gouffre de Padirac reserves the right to require the visitors concerned to immediately leave the site without any recourse possible. No refunds shall be made in such cases.

Gouffre de Padirac accepts no responsibility for any damage that may be caused to items, objects or equipment brought in by visitors.

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## Article 6. CLAIMS

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Claims must be submitted in writing and sent by registered letter with acknowledgement of receipt no later than 8 days after the service.

The interpretation and implementation of these General Terms and Conditions of Sale is subject to French law. In the absence of an amicable settlement, any disputes shall be brought before the Court of Cahors.

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## Article 7. LIABILITY

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The Gouffre de Padirac shall accept no liability in the event if it is prevented from complying with one of its obligations because of force majeure, as defined by the law and case law, and in particular, in the event of strike action, or storm that prevents a visit to the Gouffre de Padirac for security reasons, and results in the site being closed to the public.

At all events, Gouffre de Padirac's overall responsibility associated with the provision of services offered (contractual, criminal or other) may not exceed the price invoiced during the booking.

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## Article 8. SECURITY OF PERSONAL DATA

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In accordance with the French Data Protection Act (Loi Informatique et Libertés) no. 78-17 of 6 January 1978, as amended, and the General Data Protection Regulation (GDPR, Regulation no. 2016/679/EU of 27 April 2016), the Société d'Exploitations Spéléologiques de Padirac, as data controller, ensures protection of the privacy and personal data of Customers.

Customers are hereby informed that the information that they provide, based on either pre-contractual measures, performance of a contract for customer relationship management purposes, or the legitimate interest pursued by the Société d'Exploitations Spéléologiques de Padirac in order to respond to their requests, is intended for authorised departments of the company for the purposes of management of relations with its customers.

The personal data collected by Gouffre de Padirac during the purchase of tickets and voluntarily provided by Customers (including names, e-mail addresses, information relating to debit/credit cards and bank details) are strictly reserved for ticketing purposes. The data collected are not sold or distributed to any third parties. Such data are collected strictly for company business and customer identification purposes. The information collected is retained for a period of 1 year. After this period, the information is anonymised and retained for statistical analysis and accounting purposes for a period of 10 years.

The personal data collected and processed are protected by appropriate technical and organisational measures to ensure a level of security appropriate to the risk.

Customers are hereby informed that they have a right of access, right to rectification, right to deletion, right of restriction, right of portability, where appropriate, and a right to object to processing, over data relating to them. Customers may exercise these rights by contacting the DPO department of Société d'Exploitations Spéléologiques de Padirac at the address [dpo@gouffre-de-padirac.com](mailto:dpo@gouffre-de-padirac.com). Customers may also submit a complaint to the French Data Protection Authority (CNIL).

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## Article 9. APPLICABLE LAW

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Any dispute, for any reason whatsoever, shall be submitted to conciliation by sending a registered letter with acknowledgement of receipt, with conciliation not being a prerequisite for requesting protective measures. In accordance with the provisions of Article L133-4 of the French Consumer Code, Customers are hereby informed of their right, in the event of a dispute, to avail of a conventional mediation procedure or any other alternative method of dispute resolution. The arbitration service referred to is MTV Médiation Tourisme Voyage, BP 80303 - 75823 Paris.

The interpretation and implementation of these General Terms and Conditions of Sale is subject to French law. **In the absence of an amicable solution within a period of thirty (30) calendar days from receipt by the recipient party of the request for conciliation, the competent courts of Paris (75) shall have jurisdiction for any dispute concerning the formation, validity, interpretation, performance or termination of the contract**

**SALES AND GROUP  
BOOKINGS DEPARTMENT**

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