

GENERAL TERMS AND CONDITIONS OF SALE 2010 - SAS BAGATELLE

These General Terms and Conditions of Sale set out the general conditions relating to the organisation and sale of travel and accommodation services as stipulated in the provisions of articles R 211-5 to R 211-13 of the French Tourism Code duly applicable hereunder.

S.A.S. BAGATELLE, a simplified joint stock company (*société par actions simplifiée*) incorporated under French law with capital of EUR 1,629.611.26, entered in the Commercial Register of Boulogne sur Mer under number 784 062 713, is the owner and operator of a family leisure and theme park located on the RD 940 at RANG DU FLIERS (62600) and referred to as "BAGATELLE Park".

The purpose of these provisions is to govern the contractual relations between the Customer and S.A.S. BAGATELLE in respect of bookings and ticket sales for BAGATELLE Park and the performance of associated services such as those advertised in its brochure and various other information materials.

It is agreed that S.A.S. BAGATELLE is the Customer's only point of contact for any complaints relating to the interpretation and performance of these General Terms and Conditions. It is specified that S.A.S. BAGATELLE is not liable where a failure to comply with the obligations arising out of these General Terms and Conditions results from unforeseeable circumstances or a case of *force majeure* or is caused by any person not directly involved in the management or organisation of the visit and the services provided on relation thereto.

Any booking or ordering of tickets implies acceptance of S.A.S. BAGATELLE's general and specific terms and conditions in force on the date the booking is made or the order placed, subject to any special provisions to the contrary. These general and specific terms and conditions are made available to the Customer on the reverse of all invoices issued by the S.A.S. BAGATELLE Bookings Service. It is expressly stated that the information contained in the S.A.S. BAGATELLE brochure may change during the course of a season. Such changes shall be notified to the Customer prior to confirmation of booking with the exception of changes to shows, attractions, shops, activities, restaurants and other accessory services which may be closed, changed, delayed or cancelled without notice.

The purpose of these General Terms and Conditions of Sale is to provide the Customer with details of the services on offer and, in particular, of the prices, terms of payment and conditions of cancellation or amendment of the contract. These conditions may be amended in the case of special offers on certain products and at certain times of the year. The specific conditions applicable to these special offers will be set out in the relevant brochure or other documentation specially published for the occasion.

I. CONDITIONS APPLICABLE TO BOTH THE BOOKING AND THE PURCHASE OF TICKETS

I.1. Pricing

The prices quoted in these General Terms and Conditions of Sale are expressed in euros. They may be revised by S.A.S. BAGATELLE at any time. The prices include entry to the attractions at BAGATELLE Park for one (1) day. Parking is free for groups; a charge is made for individuals. The prices quoted are exclusive of meals and any other personal spending.

I.1.1. Dated and non-dated individual tickets

Any purchase of fewer than twenty (20) tickets must be made at the BAGATELLE Park ticket office, online at www.bagatelle.com or from those third parties with which S.A.S. BAGATELLE has concluded a distribution agreement.

Unless otherwise advised at the time of purchase, undated tickets are valid for one season including the season of their purchase.

I.1.2. Children (all ticket types)

Entry to BAGATELLE Park is free for children under three (3) years.

Child rates apply to children of 15 years and under. The age taken into account when applying the child rate is that of the child on the first day of the visit. Children may be asked for proof of age. If proof of age is not provided, the adult rate will be charged.

I.1.3. Dated group tickets

Dated group ticket prices apply to all BAGATELLE Park tickets purchased for groups of twenty (20) or more paying visitors (whether children or adults) for a given date.

I.1.4. Undated group tickets

Undated group ticket prices apply to all BAGATELLE Park tickets purchased for groups of twenty (20) or more paying visitors (whether children or adults). They apply to undated tickets which are valid for two (2) consecutive seasons including the season of their purchase. They may be used individually.

'Tribu' tickets are valid for groups of four (4) visitors who come to the BAGATELLE Park ticket office at the same time. They are valid for one (1) season only including the season of their purchase. They are sold for a minimum order of five (5) 'Tribu' tickets, i.e. for twenty (20) visitors.

I.2. Group ticket booking conditions

I.2.1. Booking conditions for dated group tickets

Bookings must be made at least three (3) weeks prior to the date of the group's visit to BAGATELLE Park. All bookings must be confirmed in writing by the issue of a pro-forma invoice by the BAGATELLE Bookings Service, or any other natural person or corporate body appointed by BAGATELLE to take bookings on its behalf, which shall serve as the contract.

All group bookings shall specify the number of visitors (adults and children aged between 3 and 15 inclusive), any combined offers and where applicable the number of covers required as specified in Section II.1 below. S.A.S. BAGATELLE shall not consider bookings to be firm until a minimum deposit of forty percent (40%) of the total booking value has been received. The balance is payable no later than the day of the visit.

All dated tickets sent out in advance shall be paid for in full (100%) no later than 21 days prior to the date of the visit. Tickets thus ordered will then be sent out by registered post with acknowledgment of receipt or, on request, by express delivery (*Chronopost*). Postage costs will be charged to the Customer at the rate applicable on the date they are sent.

I.2.2. – Booking conditions for undated group tickets

Orders for a minimum of twenty (20) undated group tickets may be sent by post complete with full payment (100%). Tickets thus ordered will then be sent out by registered post with acknowledgement of receipt or, on request, by express delivery (*Chronopost*). Postage costs will be charged to the Customer at the rate applicable on the date they are sent.

I.3. – Changing/cancelling bookings

I.3.1. Changes made by the Customer

Requests to change bookings shall be made in writing. By express agreement only those changes confirmed in writing by the S.A.S. BAGATELLE Bookings Service shall be deemed to have been accepted. The terms of payment shall be those applicable to the modified booking. Deposits already paid on the date a change is accepted by S.A.S. BAGATELLE are non-refundable and will be refunded only as specified below under "Cancellation conditions".

Where a change to a booking duly accepted by the S.A.S. BAGATELLE Bookings Service results in an increase in price, the additional amount shall be added directly to the invoice issued by the S.A.S. BAGATELLE Bookings Service. Where a request is made for a change to the date of a booking for which an invoice has already been issued, S.A.S. BAGATELLE shall apply an administration charge of thirty (30) euros incl. VAT. This sum shall be added to the issued

raised by the S.A.S. BAGATELLE Bookings Service. Where a change of date duly accepted by the S.A.S. BAGATELLE Bookings Service results in a price adjustment, the amount of the invoice shall also be adjusted.

I.3.2 – Conditions for the cancellation of dated group bookings

• Total cancellation of a group booking

Any total cancellation of a group booking shall be notified in writing to the S.A.S. BAGATELLE Bookings Service as soon as possible and in any event prior to the visit.

• Partial cancellation of a group booking

Where the number of members in a group is reduced to below the minimum number required for the category of dated tickets ordered, S.A.S. BAGATELLE shall charge the tickets ordered by the Customer at the rate applicable for the actual number of members. Thus, if the number of members is reduced to below twenty (20) paying visitors, the tickets shall be charged to the Customer at the public undated individual ticket price.

• Return of unused tickets

Dated group tickets which are unused and returned to the S.A.S. BAGATELLE Bookings Service no later than fifteen (15) days after the date printed on the face of the ticket by registered letter with acknowledgement of receipt a credit note shall be issued to the value of twenty five percent (25%) of the total number of tickets initially purchased. The credit note must then be used within twelve (12) months of its date of issue. Under no circumstances are credit notes refundable.

I.3.3 – Conditions for the cancellation of undated group tickets

Undated group tickets are valid until the end of the season (n+1) following the year of purchase (year n). They may be returned subject to the following conditions:

- If unused, up to twenty five percent (25%) of the tickets (adult and child tickets) in a group booking may be returned no later than fifteen (15) days after the end of the period of validity of the tickets. In order to qualify for the issue of a credit note unused tickets must be returned to the S.A.S. BAGATELLE Bookings Service by registered letter with acknowledgement of receipt.

- A credit note for a value equivalent to the value of the tickets returned and accepted shall be issued and may then be used in part payment of a subsequent order for tickets (dated or undated). The value of the subsequent order must be greater than the discount granted and the order must be placed before 30 April of year n+2.

- The number of tickets returned and taken into account in calculating the value of the credit note shall not exceed twenty five percent (25%) of the tickets purchased for season n (adult and child tickets together). Under no circumstances are such credit notes refundable. Where the number of tickets returned results in a change in the price applicable for the initial order because a different rate is applicable to the new quantity ordered this difference in price shall be deducted from the credit note.

I.4. Conditions for the cancellation of undated individual tickets

Undated individual tickets are valid for one (1) season including the season of their purchase. Under no circumstances are such tickets refundable.

I.5. Terms of payment

Once finalised, all invoices are payable immediately on the date of issue. In the case of dated tickets not sent out to the Customer in advance, the balance is payable immediately at the S.A.S. BAGATELLE Park ticket office on the day of the visit.

In the case of public corporate bodies, payment shall be made on the basis of the order form sent by the Customer to the S.A.S. BAGATELLE Bookings Service and which represents an undertaking to pay. The invoice shall be paid within forty five (45) days of the date of issue and, in any event, not later than the date of the visit.

II. SPECIFIC CONDITIONS APPLICABLE TO GROUP RESTAURANT BOOKINGS

The provisions of Section I above shall apply *mutatis mutandis* to these specific conditions applicable to group restaurant bookings subject to the following provisions:

II.1 – Booking conditions

In addition to the booking conditions set out in Section I above, certain restaurant booking conditions are set out in the provisions below:

- Restaurant bookings are accepted for groups of twenty (20) visitors and over (adults and children).
- All the adults in a group must choose one menu; all the children in a group must choose one children's menu.
- The time of the meal will be specified by S.A.S. BAGATELLE within the period from 11 am to 3 pm.
- The number of group menus should preferably be booked at the same time as the corresponding tickets. A booking shall be regarded as firm once it has been confirmed by the S.A.S. BAGATELLE Bookings Service.
- Restaurant bookings shall be made at least three (3) weeks prior to the date of visit, subject to availability.
- The terms of payment are those set out in Section I above.

II.2. - Menus and pricing

All prices are given in euros and are inclusive of VAT and service. The menus and related prices are provided for information only and may vary according to availability.

II.3. - Conditions of payment – Complete or partial cancellation

II.3.1 - Conditions of payment

The S.A.S. BAGATELLE Bookings Service shall confirm orders by issuing a pro-forma invoice based on the number of meals ordered which shall serve as the contract. Bookings shall be regarded as firm once a deposit of forty percent (40%) of the total order value has been paid. The balance is payable on the day of the visit. If the S.A.S. BAGATELLE Bookings Service does not receive payment eight (8) days prior to the visit the booking is automatically cancelled.

II.3.2 – Complete or partial cancellation

The Customer may cancel all or part of a group booking under the following conditions:

- Where notice of cancellation is received by the S.A.S. BAGATELLE Bookings Service at least nine (9) working days prior to the date of the meal: no penalty will be charged and a credit note will be issued to cover the cost of the Customer's deposit.
- Where notice of cancellation is received by the S.A.S. BAGATELLE Bookings Service eight (8) working days or less prior to the date of the meal: the total value of the cancelled service automatically becomes payable immediately and S.A.S. BAGATELLE will invoice the Customer accordingly. The Customer will be charged an additional administration charge of 30 euros (incl. VAT).

Without prejudice to the aforementioned provisions, the partial cancellation by the Customer of a group booking will not be subject to any penalty where it represents less than five percent (5%) of the value of the booking and where notice of cancellation is sent to the S.A.S. BAGATELLE Bookings Service by fax on 03 44 62 30 76 or by email at contact@parcbagatelle.com no later than 6.00 pm on the day prior to the visit. A booking shall be regarded as cancelled only where notice is given in writing or where the Customer fails to appear on the date of the booking.

II.3.3 – Changes to bookings

In order to be taken into account, all requests to change bookings shall be made in writing and reach the S.A.S. BAGATELLE Bookings Service no later than nine (9) days prior to the date for which the meals have been booked. Changes increasing the number of bookings shall be deemed to have been accepted when confirmed in writing by the S.A.S. BAGATELLE Bookings Service. Changes reducing the number of bookings are subject to the provisions of Section II.3.2 "Total or partial cancellation" above.

II.4 – Guaranteed covers

On arrival at BAGATELLE Park the time of group meal bookings will be confirmed in accordance with the availability of covers at the restaurant. The group must respect the time indicated at this point. If a group is more than ten (10) minutes late, S.A.S. BAGATELLE reserves the right to change the time of their table booking.

II.5. – Meal Vouchers

Orders for a minimum of eight (8) meal vouchers may be placed with the S.A.S. BAGATELLE Bookings Service. Meal Vouchers, which are valid for one season including the season of their purchase, will be neither refunded nor exchanged. They can be used for all restaurant services excluding group menus. Bookings shall be regarded as firm once a deposit of forty percent (40%) of the total order value has been paid, the balance being payable no later than three (3) weeks prior to the date of the visit. Meal vouchers shall be sent out to the Customer following receipt of full payment. Postage costs (registered post with acknowledgement of receipt or, on request, express delivery (*Chronopost*) are payable by the Customer at the rate applicable on the date they are sent.

III. PROVISIONS APPLICABLE TO ALL SERVICES

III.1 – Late payment

In case of late payment invoices shall be subject to late payment interest at three (3) times the French statutory interest rate by way of penalty for each day of any delay.

III.2 – Intellectual property rights

The Customer shall not acquire any right of ownership or use, and may not use the names, signs, emblems, logos, characters, trade marks, copyright or other literary, artistic or industrial marks or property rights belonging to S.A.S. BAGATELLE.

III.3 - Force majeure

The S.A.S. BAGATELLE management reserves the right to cancel any booking where obliged to do so by *force majeure* or unforeseen circumstances including, for example, strike, fire, water damage, lack of access, epidemic, official decision, etc. In such a situation S.A.S. BAGATELLE may propose an alternative date to visit the site.

III.4 - Insurance

BAGATELLE holds professional indemnity insurance with GAN EUROCOURTAGE (policy number 86.351.239), Tour Gan Eurocourtage, 4/6 Avenue d'Alsace, 92033 LA DEFENSE CEDEX). The policy provides cover of up to 10 million euros for the consequences of the professional civil liability of S.A.S. BAGATELLE being incurred due to physical, material or immaterial damage suffered by its Customers or third parties as a result of any tort, misconduct or negligence in carrying on its professional activities as the manager of leisure activities within the meaning of the French Tourism Code.

III.5 - Liability

S.A.S. BAGATELLE accepts no liability for any damage of any nature whatever, in particular fire and/or theft, which may be caused to personal effects, objects or equipment brought into the park by visitors which are not deposited in the areas provided for this purpose. Each visitor is liable for any damage, whether direct or indirect, which he may cause during his presence at BAGATELLE Park.

S.A.S. BAGATELLE alone is responsible for determining the operating and maintenance conditions of BAGATELLE Park. In particular it shall set (i) the days and hours of opening of BAGATELLE Park and the various attractions which it offers, (ii) the maintenance, repair and refurbishment programmes for all plant and equipment owned by S.A.S. BAGATELLE or in which S.A.S. BAGATELLE has a right of use, and (iii) the standards and rules adopted in relation to the health, safety and public presentation of its attractions, shows and services in respect of visitors of BAGATELLE Park. In particular, S.A.S. BAGATELLE may decide to close to the public all or part of BAGATELLE Park which it manages and to suspend the services on offer, including restaurant services, for any period it adjudges necessary due, notably, to issues or operations relating to the health and safety of visitors, to the maintenance, repair, refurbishment or reconstruction of all or part of the plant and equipment belonging to BAGATELLE Park, to bad weather, to public order issues, etc., without liability. In such cases the Customer shall not be entitled to claim compensation of any nature whatever.

III.6 – Internal rules and regulations

All visitors must abide by the internal rules and regulations of BAGATELLE Park which are displayed at the entrance. The relevant S.A.S. BAGATELLE staff are authorised to expel without recourse any visitor failing to observe these rules and regulations. Under no circumstances may visitors expelled in such conditions obtain a refund.

III.7 - Complaints

Complaints relating to ticket sales and bookings should be addressed to the S.A.S. BAGATELLE Bookings Service at: Service Réservation BAGATELLE, BP 8, 60128 PLAILLY. Complaints relating to catering should be addressed directly to BAGATELLE Park at: Parc de BAGATELLE, RD 940, 62155 MERLINONT. In order to avoid disputes, all tickets and other supporting documentation (certificates, exchange vouchers, etc.) showing the number of visitors involved should be provided at the time a complaint is made.

III.8 - Disputes

These General Terms and Conditions of Sales are subject to French law in terms of both interpretation and application. Where an amicable settlement cannot be reached all disputes shall be brought before the competent courts.