

The purpose of these general terms of hire is to define the terms of hire and use of the Gustave Eiffel Salon located on the first floor of the Eiffel Tower (hereafter the "**General Terms of Hire**") between Société d'Exploitation de la Tour Eiffel, a *société publique locale* with a share capital of € 8,965,623, whose registered office is located at Champ de Mars, 6, avenue Gustave Eiffel, 75007 Paris, France, registered with the Paris Registry of Trade and Companies under No. 482 622 529 (hereafter referred to as "**SETE**"), in charge of operating the Eiffel Tower by virtue of a public service delegation agreement from the City of Paris and, consequently of the Gustave Eiffel Salon, and the natural or legal person with which it is entering into this agreement, whose contact particulars are set out on the contract (hereafter referred to as the "**Client**"). SETE and the Client are hereafter referred to individually as a "**Party**" and together as the "**Parties**".

The "Gustave Eiffel Salon" refers to the hall and its ancillary areas (lobby and cloakroom, office, dressing room) of a total area of approximately 300 m<sup>2</sup> located on the first floor of the Eiffel Tower to which access is gained from the Eiffel Tower lifts, no further details being required since the Client declares that he has seen and visited the premises and knows them well (hereafter, the "**Gustave Eiffel Salon**"). The Gustave Eiffel Salon is available for hire, solely on a temporary basis, for congresses, seminars, shows, press or public relations and any commercial or cultural events or events of public interest, contributing to the promotion of the Eiffel Tower without altering its image, excluding any family-oriented private meetings, notably weddings and banquets. The Eiffel Tower is designated in the General Terms of Hire under the following terms: Eiffel Tower, Tower and Monument. By signing any contract for the hire of the Gustave Eiffel Salon sent to it by SETE (hereafter, the "**Contract**"), the Client represents that he is aware of the General Terms of Hire and agrees to all the terms therein which apply to the hire of the Gustave Eiffel Salon. The General Terms of Hire and the Contract(s) prevail over any contractual document of the Client. The hire contract between the Parties is constituted by the General Terms of Hire completed by the Contract(s), stating the terms of hire (hereafter the "**Agreement**").

## Clause I: OPTION - CONTRACT

A prior reservation may be made to hire the Gustave Eiffel Salon depending on the dates of reservation. Such reservation is free of charge and may be made in writing or verbally. SETE is not bound by such reservation under any circumstances. **A firm reservation binding on SETE can only be constituted by the signature by the Client of the Contract and the payment of the deposit referred to in Clause IV below.** The Client must state the following information on the Contract:

- the purpose of the hire (hereafter the "**Event**");
- the corporate name, registered office, registration number with the Registry of Trade and Companies and the name of the legal representative if the Client is a company or a full civil status certificate and address of the Client if he is a natural person; and
- the hire period (dates and times of hire).

The Contract shall also set out:

- the acceptance by the Client of the clauses of the General Terms of Hire;
- the financial terms and procedures for payment; and
- the services provided by SETE, if any.

The hire price of the Gustave Eiffel Salon includes the automatic allocation of two hundred (200) tickets for an ascent.

Booked and/or unused tickets in excess of this number shall be invoiced to the Client at €16.29 excluding taxes each (amount in euros excluding taxes as of January 1, 2023, corresponding to the price of the ticket to the second floor via the elevator, amount subject to change each year) after the Event. SETE agrees to an exemption margin of 10% of the total number of booked tickets.

The surplus will not be reimbursed in case of non-use.

In addition, the Parties expressly agree that the Event for which the Gustave Eiffel Salon is being hired by the Client cannot be modified without the prior written consent of SETE.

## Clause II: CAPACITY OF THE GUSTAVE EIFFEL SALON

Due to the specificity of the Monument and the constraints of security services, the Client recognises that he is aware of the capacity of the Gustave Eiffel Salon referred to below (including staff + guests) and undertakes not to exceed it subject to the sanctions set out in Clauses X, XI and XVIII below.

LUNCHES AND DINNERS: 100 people — CONFERENCES: 190 people — COCKTAILS: 220 people

**However, the Client acknowledges that these elements may vary independently of SETE in the event of the application of health regulations and standards resulting in a lowering of the authorised guest capacity. As a result, SETE cannot be held responsible for the correct application of these standards and regulations, the Client having accepted any potential changes and necessary adaptation of the conditions of the Event upon signing the contract. As long as the Event can be materially carried out, even partially, the reduction in the capacity of the SGE is not a valid cause allowing the Parties to invoke Force Majeure (Article V). Article V may only be implemented in the event of total impossibility for the Event to take place.**

## Clause III: PRICES - RATES

Prices are established on the basis of prices offered to the public. The rate applicable to the Event is the price for the period during which the Event effectively takes place. The undertakings by SETE only relate to prices before tax. Such prices shall be increased by taxes applicable at the rates in force on the date of the invoice.

The hire of the Gustave Eiffel Salon as well as any ancillary services provided by SETE are granted in consideration of the overall flat rate stated on the Contract which should be paid in full by the Client before the day of hire of the Gustave Eiffel Salon under the terms set out in Clause IV below. The Contract shall set out the amount corresponding to the hire and the amount corresponding to the other services (supplementary technical services, ancillary services). A detailed invoice also breaking down these amounts should be handed to the Client when the outstanding balance is paid. A supplementary contract, if required, may be sent to the Client after the Contract signed by the Client has been sent, to cover any items which could not be priced prior to the dispatch (higher number of guests, supplementary services such as cleaning, etc.). A supplementary invoice will also be issued for such supplementary contract.

## Clause IV: PAYMENT PROCEDURES - CANCELLATION

By mutual agreement between the Parties, the price of the hire and any ancillary services provided by SETE shall be paid for by the Client in the following manner:

- **Reservation more than thirty (30) days before the Event:**
  - 30% of the price (including tax) when the Contract is signed by the Client. The amount of the 30% deposit is stated on the Contract;
  - the balance (70% of the total price (including tax)) to be paid at least fifteen (15) days before the date of hire of the Gustave Eiffel Salon stated on the Contract.
- **Reservation less than thirty (30) days before the Event:** 100% of the price (including tax) stated on the Contract when it is signed and sent by the Client.

**It is agreed between the Parties that if the Client cancels the reservation of the Gustave Eiffel Salon more than sixty (60) days prior to the date of the Event and informs SETE of such cancellation by registered mail with confirmation of receipt, SETE shall return the 30% deposit of the price (including tax) to the Client. If the Client cancels the reservation of the Gustave Eiffel Salon less than sixty (60) days before the date of the Event, SETE shall keep the deposit of 30% of the price (including tax) by way of an indemnity for unavailability, unless it is possible to postpone the hire of the Gustave Eiffel Salon for the Client's event within six (6) months after the original date of the reservation.**

It is expressly agreed between the Parties that non-payment of the price (including tax) according to the procedures set out in this clause shall, at the discretion of SETE, lead to:

- either the immediate and automatic termination of the Agreement without court formalities and the immediate recovery by SETE of the freedom to dispose of the Gustave Eiffel Salon, on simple notice in writing from SETE; or
- the acceptance of a delay in payment with interest to accrue on the amounts due at three (3) times the statutory interest rate in force.

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<https://www.toureffel.paris/fr/entreprise/salon-gustave-eiffel>

S. P. L. (French limited liability company in which local authorities are the majority shareholders)] WITH A SHARE CAPITAL OF € 8,965,623 –  
RCS PARIS B 482 622 529 [Registration number with Paris Registry of Trade and Companies] –APEC CODE: 9103 Z

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The same interest for late payment shall accrue on the other invoices referred to in Clause III above issued to the Client and which have not been paid within eight (8) days of their receipt by the Client. Furthermore, in the event of a delay in payment, the User shall be automatically and without prior notice liable to the SETE for a fixed compensation amounting to €40 with regard to the debt collection costs. Provided that written evidence is produced, the SETE will be entitled to a complementary compensation, should the debt collection costs amount to more than €40. The SETE will not be entitled to such compensations should the User be subject to bankruptcy proceedings that would prohibit the payment of the owed compensations at the due date. Any payment shall be made in Euros by cheque made out to "Société d'Exploitation de la Tour Eiffel" or by bank transfer to "Société d'Exploitation de la Tour Eiffel".

#### **"Security Deposit"**

In all cases, the Client is asked to pay a Security Deposit of 5% of the total amount (excluding VAT) of the contract when the Salon is made available.

The payment must be made by bank card (standard or Premium). Mastercard Maestro, Visa Electron, prepaid cards, cash withdrawal cards and non-embossed cards (without embossed numbers) are not accepted. The bank card used must be in the name of the Client and his/her legal representative. In all cases, the Client signing the hire contract must be authorised to use the bank card presented for the Security Deposit.

Subject to the perfect execution of the obligations placed on the Client under the hire contract, the Security Deposit will be returned to the Client within 8 days following the Event, provided that no incident is noted by SETE.

SETE may make a deduction from the Security Deposit to be returned to the Client in the event of refusal by the Client to pay any amounts due for:

- extension of the initial hire period
- and/or exceeding the original timing,
- any costs relating to damage caused to the Salon (in particular to acoustic partitions, carpets) or to the equipment offered for hire within the framework of the additional services and corresponding, where applicable, to its repair,
- theft,
- any additional reception/hosting and/or security services, without prejudice to any legal action that SETE may take against the Client in order to obtain the recovery of their debt as well as the payment of any damages and interest. By express agreement between the Parties, the Security Deposit is attributed to SETE in full ownership, up to the amount of the sums owed by the Client under the hire contract. The Client expressly authorises SETE to deduct the amount of the sums due on this Security Deposit from their bank account by means of bank pre-authorisation. Subject to the perfect execution of the obligations placed on the Client under the hire contract and in the absence of damage or theft, the amount of the Security Deposit will be returned by SETE to the Client a maximum of 8 days after the Event.

#### **Clause V: FORCE MAJEURE - LIMITATION OF LIABILITY**

If the Gustave Eiffel Salon is unavailable on the date and at the time set out in the Contract due to an event of force majeure, as defined by case law, or a fortuitous event (hereafter, the "**Force Majeure Event**"), SETE shall only be liable for the reimbursement of sums already paid by the Client. Moreover, the Parties expressly agree that if the Gustave Eiffel Salon becomes unavailable as a result of a Force Majeure Event, SETE shall deduct from the amounts already paid by the Client which it is liable to refund, any costs which it has already incurred for the preparation of the Event, in particular costs in connection with ancillary services already ordered or provided. SETE will provide the Client with invoices of these costs at the Client's request. SETE shall inform the Client immediately on the occurrence of a Force Majeure Event preventing the hire of the Gustave Eiffel Salon.

Events considered Force Majeure Events include, but are not limited to, the following: weather conditions (ice, wind etc.), strikes, uncontrolled demonstrations, decisions of public authorities, war, terrorist actions, blockades, vandalism, natural disasters, fires, epidemics, blockage of supplies in particular of power.

The Client shall not hold SETE liable, make a claim against SETE, claim indemnities from it or call a guarantee against it if the performances of the obligations of SETE under the Agreement are delayed, restricted or impossible:

- as a result of the termination, interruption or malfunction of the various Eiffel Tower services, in particular heating and/or lighting, as a result of a Force Majeure Event;
- in the case of the application of safety recommendations which could affect the Client's Event;
- generally, as a result of the occurrence of a Force Majeure Event likely to affect the operation of the Eiffel Tower and, if necessary, lead to its closure to the public.

The Client shall also not be able to hold SETE liable, make a claim against it, claim indemnities from it or call a guarantee against it if the Client, its representatives, employees, clients or visitors are the victims of thefts, damage to property or personal injury on the premises of the Gustave Eiffel Salon using the period of hire.

#### **Clause VI: RIGHT TO RECEIVE INFORMATION**

In so far as the Client directly or indirectly refers to the image of the Eiffel Tower or a symbol representing the Eiffel Tower to advertise or promote his Event, he must, prior to such dissemination, **procure the express written consent of SETE for all advertising projects** (Press, Radio, Television or Cinema) **as well as drafts of posters, programmes, leaflets** etc.

Similarly, it should provide SETE with a list (names and addresses) of the service providers which it intends to use (caterer, flowers etc.) at least forty-eight (48) hours before the date of hire of the Gustave Eiffel Salon. SETE expressly reserves the right to refuse access to the Tower to any service provider whose previous performances have given reason for complaint or whose conditions of service are not compatible with the specificity of the operation and security of the Monument.

The Client undertakes to apply and respect the terms of the SETE Communication Charter, dedicated to the activity of the SGE. (attached as Appendix I below)

#### **Clause VII: MISCELLANEOUS CHARGES - AUTHORS' RIGHTS**

1. The Client shall pay the exact amount of any taxes and contributions as well as the costs it may be liable for to any person or organisation as a result of its Event.
2. Additionally, it should have procured any approvals or authorisations required from the relevant authorities, and SETE shall under no circumstances be liable for non-compliance with the tax, social or administrative obligations of the Client.
3. The Client shall comply with the laws on intellectual property and, in particular, shall enter into any prior agreements with relevant bodies, in particular the *Société des Auteurs Compositeurs et Éditeurs de Musique* [Company of Authors, Composers and Publishers of Music (SACEM)] and pay any duties and taxes which may be due to these bodies. The Client must be able to provide evidence of such payment to SETE, further to any such request.

#### **Clause VIII: PROJECTION - FILM**

1. It is prohibited to project any cinematographical document which does not bear an operation visa issued by the Minister of Culture.
2. Any shots or recordings, any photographs, or total or partial reproductions of the Event outside of the context of the Gustave Eiffel Salon must receive written authorisation from SETE, which reserves the rights thereto.

#### **Clause IX: SAFETY - SUPERVISION**

The Client undertakes to comply and to procure the compliance of its service providers and guests with the statutory and regulatory requirements relating to fire prevention in premises to which the public are admitted as well as safety requirements that apply to the Eiffel Tower as set out in the visit regulations referred to in Clause XV below and in these General Terms of Hire. For events to which the public are admitted (exhibitions or concerts), the Client should apply to the Police authority of Paris for authorisation to hold this type of activity in the Gustave Eiffel Salon two (2) months before they are held.

In the context of the *Vigipirate* scheme [French anti-terrorism scheme], the bags of service providers and guests shall be inspected at the entrance to the Eiffel Tower. Bags which exceed 32 cm in height, 50 cm in width and 21 cm in depth shall not be accepted.

Unless otherwise agreed, the Client shall be solely responsible for controlling entry to the Gustave Eiffel Salon. To comply with safety requirements, it undertakes not to admit therein more than the quota of persons stated in Clause II above. If this number is exceeded, SETE reserves the right to evacuate the Gustave Eiffel Salon using any means.

SETE undertakes not to allow its own staff into the Gustave Eiffel Salon for the duration of the Event of the Client, unless required to do so as a result of technical necessity and/or for reasons relating to safety and supervision.

To facilitate the preparation and running of the Event, the Client must supply its staff or service providers with a badge clearly indicating their capacity. The Client does not have to prepare the prevention plan provided in Articles R-4512-6 *et seq.* of the French Labour Code if in respect of the preparation for the Event, work time does not exceed 400 hours over a period less than or equal to twelve months, or if the works are not dangerous works as listed in the order of 19/03/93.

The SETE draws the attention of the Client upon the followings elements:

#### Exploitation

Any particular fitting-out of the Gustave Eiffel Salon beyond the configurations provided for will be subject to the filing of specific application paperwork to the Paris police department (Préfecture de Police).

#### Insulation

The Eiffel Tower is a multi-purpose monument. It is protected by an automatic fire detection system (SSI), category A, and is equipped with a Sprinkler type automatic fire extinguishing system together with water curtains protecting rafters.

#### Fitting-outs

The fitting-outs will comply with the visit regulations referred to in Clause XV below and according to the type of activities provided for. These fitting-outs will be subject to specifications.

#### Smoke extraction

Smoke extraction is carried out naturally with the help of smoke drains manually controlled.

#### Fire alarm system

The Eiffel Tower is equipped with a SSI, category A, installed inside the Northern Pillar. The general alarm is sounded by the diffusion of pre-recorded message commanding the evacuation in plain language.

In the case of the projection room, programs are automatically stopped and normal (or ambient) lighting of the Gustave Eiffel Salon is automatically turned on before the setting off of the general alarm. The general alarm commanding the evacuation operates independently at each level.

#### Alert

The Gustave Eiffel Salon is equipped with security intercoms enabling to communicate with the security post. The Eiffel Tower is equipped with a direct phone line connected to the public safety and fire-fighter services (TASAL process). A central security post (PCS) is set up inside the Northern Pillar.

#### Emergency means

The Eiffel Tower is equipped with dry paths for each of its pillars and with a Sprinkler-type automatic fire extinguishing system. The water curtains are set up within windows next to rafters. The electricity and air conditioning premises are equipped with FM200 extinguishing system. The Gustave Eiffel Salon is equipped with 7 « 6 litre water spray extinguishers » and 8 « 2kg CO2 fire extinguishers ». The control of equipment and premises in accordance with rules and regulations are carried out by control offices approved by the French Department of Labour (Ministère du Travail).

### Clause X: COMPLIANCE WITH REGULATORY PUBLIC POLICY PROVISIONS

The Client must comply with statutory and regulatory provisions relating to moral values, public order and the holding of meetings. SETE may evict any person whose behaviour or dress is considered incompatible with the dignity of the Monument or who refuses to comply with the regulations of the premises. **The Client must ensure that none of its service providers or guests leaves the Gustave Eiffel Salon with glasses, bottles or any object which could be a danger to the public. The Client shall also refrain from storing supplies delivered for the Event outside the Eiffel Tower. The Client shall also ensure that its service providers and guests comply with the prohibition from smoking on the Eiffel Tower.**

### CLAUSE XI: OCCUPATION OF THE PREMISES

- 1) The Gustave Eiffel Salon must be vacated on the dates and at the times stated on the Contract. If the times stated in the Contract are exceeded, SETE shall evacuate the premises using any means. This provision does not exclude the right of SETE to claim an indemnity from the Client, for the improper occupation of the premises, as the case may be. SETE reserves the right to use the Gustave Eiffel Salon outside of the times of hire stated on the Contract.
- 2) Prohibited activities:
  - a- Sale: The Client undertakes not to directly or indirectly during the Event sell food, objects, goods, publications or services without the prior and written authorisation of SETE. In any event, sales such as those defined above which could cause the traders established at the Eiffel Tower to suffer a loss, are prohibited. In addition, the Client undertakes not to condition access to the Event to a financial contribution (which notably includes ticket sales), without the prior and written authorisation of SETE.
  - b- Moreover, the Client undertakes not to exercise during period of hire of the Gustave Eiffel Salon any activity that is contrary to moral values and public order, or which could harm the image or renown of the Monument. In this respect, any distribution of prospectuses, publications or other documentation is prohibited outside of the Gustave Eiffel Salon, in particular within the Tower as well as at the foot of the bases of the Tower.

### CLAUSE XII: CONDITION OF THE PREMISES - DECORATION - ALTERATIONS

The Client shall take the Gustave Eiffel Salon and the equipment and materials hired therewith as found at the time of the start of enjoyment and shall return them at the agreed time in the same condition, unless otherwise provided in this clause.

As the Gustave Eiffel Salon is deemed to be hired out in good condition, the onus is on the Client to inform SETE of any anomaly or disorder observed at the start of enjoyment. If the Client fails to make such notification, such anomalies or disorders shall be deemed to have been caused by him. Moreover, the Parties expressly agree that Article 1721 of the French Civil Code does not apply to the Agreement and therefore that SETE does not provide any warranty against hidden defects.

Any alterations or supplementary decoration to the Gustave Eiffel Salon must, in every case, be approved by SETE. They are carried out under the supervision of SETE and at the cost of the Client, and they must not cause any deterioration of the Gustave Eiffel Salon. In particular, it is forbidden to attach to the ceilings or walls of the Gustave Eiffel Salon placards, banners, hangings, paintings etc. using nails, hooks, drawing pins etc. or to stick such objects thereto. The Client may install equipment or specific decoration with the approval of SETE. They must be classified MO-M1-M2 (fire resistant). The Client shall be solely liable for and in charge of such equipment or decoration. If the equipment or specific decoration is not removed by the contractual deadline, SETE shall automatically remove them at the cost and risk of the Client.

### CLAUSE XIII: DETERIORATION AND LOSSES

Any deterioration or loss observed by SETE which has occurred during the Event shall cause the Client to incur joint and several liabilities with the perpetrator thereof. If the perpetrator is not identified, the Client shall be solely liable for the costs of repair and/or replacement.

### CLAUSE XIV: CONDITIONS OF ACCESS

SETE reserves the right to refuse entry to the Eiffel Tower to any person or service provider or subcontractor for whom access has not been requested according to the terms set out below.

- 1) **Organisers of the Event:** The Client shall provide SETE with the names of persons who may have access to the Gustave Eiffel Salon for the purposes of organising the Event. Such persons shall receive a permit to go up into the Tower valid for the day of the Event. SETE reserves the right to refuse such access permit to the Tower to any person likely to cause public disorder or whose past behaviour causes the expectation of actions incompatible with the dignity of the Monument.
- 2) **Guests – Clients:** Unless expressly agreed otherwise, the pillar to be used to go up into the Tower is the pillar the front of which is lit up or bearing any other distinctive sign indicating the lift open to the public on the day of the Event. The Client will be given permits to use the lift in the Tower in the form of a free pass for each day of hire in accordance with the configuration of the Gustave

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Eiffel Salon adopted for the Event as provided in Clause II. The number of guests and their arrival time should be stated when the reservation is made. This information shall enable the marketing department of SETE to reserve the requisite tickets. Any modification to increase the number of guests should be made as early as possible failing which it may not be possible to satisfy the demand. SETE agents shall verify the permits to use the lift at the various access points.

- 3) **Service Providers:** The Client shall provide SETE with the name(s) of the service provider(s) who may be working on its behalf in the Gustave Eiffel Salon at least forty-eight (48) hours before the agreed date of hire of the Gustave Eiffel Salon. SETE reserves the right to withhold its approval in so far as the service provider(s) does not have the skills or means of delivery that conform to the terms of delivery or evacuation set out below, or who has previously breached the provisions of the general terms of hire of the Gustave Eiffel Salon while providing a service in the Monument (deterioration, behaviour of staff, compliance with terms of delivery and evacuation etc.).
- 4) **Delivery:** The staff and equipment for which the service lift is used must comply with current security check procedures. SETE shall be provided with an exhaustive nominative list at least twenty-four (24) hours before the Event. Magnetic badges shall be provided in exchange for an identity document. Deliveries shall be made during the operating times of Tower from 7 a.m. till 11 p.m. by the service lift located in the South pillar. If this lift is not working, the delivery men or service providers shall follow the instructions given by SETE staff. In such case, the times of delivery shall be restricted and provided according to availability. During public opening times, deliveries should be grouped together as far as possible so as not to disrupt commercial activity. The Client should ensure that its suppliers have suitable handling machinery to load and unload goods rapidly. Trolleys must be used for any loading of large volume. If necessary, the lift cabins used should be covered with protective panels. Hygiene regulations applicable to perishable foodstuffs (which should not be transported without packaging) should be complied with.
- 5) **Signposting:** The Client may set up any signposting or sign providing directions only after the approval of SETE on the substance, form and places of display. Such signposting shall, moreover, be at the exclusive cost of the Client.
- 6) **Keys:** The organisers shall be given magnetic badges providing access to the Gustave Eiffel Salon for the deposit of an identity document at the time referred to as "Time of availability". **A charge of €30 (including tax) shall be invoiced for any badge which has not been returned.**
- 7) **Waste removal:** Waste of all kind shall be taken down to ground level in watertight containers (plastic bags) and removed by the Client, its staff, representatives or suppliers.
- 8) **Cleaning of the Gustave Eiffel Salon:** The Gustave Eiffel Salon shall be in clean conditions when provided to the Client. Any request for cleaning services during the hire period shall be subject to an additional charge.

#### **CLAUSE XV: VISITING REGULATIONS OF THE EIFFEL TOWER**

Guests, clients and organisers present in the Gustave Eiffel Salon for the preparation of, or during the Event shall be subject to the obligations set out in the visiting regulations of the Eiffel Tower posted at the entry to the Monument and available on-line on the website at the following address: [http://www.toureffel.paris/images/PDF/reglement/reglement\\_visite\\_2011.pdf](http://www.toureffel.paris/images/PDF/reglement/reglement_visite_2011.pdf). The visiting regulations are also available on request. However, special attention should be paid to the following clauses of the visiting regulations of the Eiffel Tower:

- Clause 17: Access to and circulation in any area of the Eiffel Tower that is open to the public is also subject to the requirements of Clauses 18 to 23 below. The staff of SETE is entitled to prohibit access to or evict any visitor who does not comply with these requirements, without any indemnity.
- Clause 18: It is forbidden to introduce objects into the areas open to the public which, by their purpose or characteristics, pose a risk to the safety of persons, installations or the monument, and in particular:
  - arms and ammunition;
  - explosive, inflammable or volatile substances;
  - bladed weapons likely to constitute a danger to the safety of the public or staff;
  - tools (in particular cutters, screwdrivers, pliers);
  - any object that is excessively heavy, bulky or repulsive;
  - excessively large packages or luggage (at the discretion of the security agents at the entrance to the monument);
  - any climbing or jumping gear (notably bungee jumping or parachuting) as well as any publicity material of any kind whatsoever;
  - non-foldable child pushchairs;
  - animals, with the exception of those required by registered disabled visitors;
  - glasses and glass bottles, drink cans; and
  - excessive amounts of food and drink (at the discretion of the security agents at the entrance).A gauge is provided for visitors at four points of the esplanade and at the security check before entry to the monument. Warning: the Eiffel Tower does not have left-luggage or cloakroom facilities. Any object that is not accepted in the monument and left in a bin shall be considered as lost.
- Clause 23: SETE may deny access to the monument to any person whose attitude, behaviour or attire is deemed likely to create a disturbance inside the monument or disrupt the visit.
- Clause 27: The refusal to defer to the obligations imposed during security checks, trouble or disturbance caused to other visitors or damage caused to the Monument and its installations shall lead to the denial of access or immediate eviction from the Monument without indemnity.

The Parties agree that by way of exception to Clause 18 of the visiting regulations of the Eiffel Tower, the following objects may be authorised in the Eiffel Tower in the context of the hire of the Gustave Eiffel Salon:

- tools (in particular cutters, screwdrivers, pliers);
- glasses and glass bottles; and
- Excessively heavy or bulky objects.

The Client undertakes to inform any person entering the Gustave Eiffel Salon for the preparation of, or during the Event of the existence of the visiting regulations of the Eiffel Tower and his obligation to comply therewith.

#### **CLAUSE XVI: ASSIGNMENT - SUBRENTING**

As the Agreement is entered into in consideration of the characteristics of the Client, the latter may not, for any reason whatsoever, assign the benefits and rights under the Agreement to a third party, except with the prior and written consent of SETE. Similarly, the Client undertakes not to sub rent all or part of the Gustave Eiffel Salon during the hire period.

#### **CLAUSE XVII: INSURANCE**

##### **I. Fire - Explosion - Water Damage**

Given the importance and specificity of the Eiffel Tower, SETE discharges the Client from the obligation to take out insurance for the hire period to cover Fire, Explosion and Water Damage caused to the moveable property and real estate belonging to SETE.

The Client shall personally deal with the insurance, if any, of his own assets.

##### **II. Liability**

The Client shall take out sufficient insurance and provide evidence thereof to SETE prior to the start of enjoyment of the Gustave Eiffel Salon, to cover the financial consequences of its liabilities towards SETE.

Moreover, irrespective of whether the Client is insured for all these risks, it shall be liable to SETE for any damage other than those resulting from fire, an explosion or water damage caused to the moveable property and real estate belonging to SETE and provided to the Client for use in the context of the hire, irrespective of whether such damage was caused by the Client, its clients or guests, or its suppliers and service providers.

#### **CLAUSE XVIII: TERMINATION**

If the Client breaches the contractual obligations defined in the Agreement, in particular where the Gustave Eiffel Salon has been used in a manner that does not comply with what the Parties have agreed in the Contract, SETE reserves the right to terminate the Agreement immediately, automatically and without court formalities, on written notice without prejudice to any claim for damages.

#### **CLAUSE XIX: JURISDICTION - DISPUTES**

Any dispute or proceedings in relation to the performance or interpretation of the Agreement shall be under the exclusive jurisdiction of the courts within the catchment area of the Paris Court of Appeal, even in the case of guarantee call or where there is more than one defendant. Moreover, the Agreement shall be exclusively governed by French law.

## CLAUSE XX: DESIGNATION OF AN ADDRESS FOR SERVICE

For the purposes of the performance of the Agreement and instruments created as a consequence thereof, the Parties designate as an address for service the address stated at the start of the General Terms of Hire for SETE, and the address stated on the Contract for the Client.

## ARTICLE XXI: PERSONAL DATA

### 21.1 List of Data processing operations

In the context of the performance of the Contract, one or more Data processing operations may be carried out, including:

Processing and management of reservations for the Gustave Eiffel Salon and payment

Processing, control and management of access to the Monument/Gustave Eiffel Salon (ticket reservation and magnetic badge management)

### 21.2 Parties involved in processing

Intervention of SETE as Data Controller

#### a) Data collected

In order to process data, SETE collects identification data from the Client and in particular:

- their civil status (surname, first name), address and telephone number; bank details when the Client is a natural person or;
- the name of their legal representative, if the Client is a legal entity.

#### b) Purposes and basis of processing

SETE collects and processes Data from the Client when they contact SETE or when they order one or more Services. This Data is processed by SETE for the following purposes (the "Purposes/Services"):

The processing is not required by any regulatory obligations but is necessary for the performance of the Contract, or for the fulfilment of SETE's legitimate interests, namely to guarantee the safety of individuals.

#### c) Recipients of the processing

The Data collected and processed by SETE is strictly intended for SETE, for subcontractors (including SETE's commercial partners and service providers), which may be located outside the European Union, for their employees and technical personnel specifically authorised in strict compliance with the Purposes and, finally, for the judicial and/or administrative authorities.

SETE guarantees that the Data communicated by the Client will not be disclosed to any unauthorised third party without the Client's consent.

SETE does not market or hire the Data transmitted by the Client to third parties.

Under special circumstances, SETE may be required to disclose Data when required by judicial and/or administrative authorities.

#### d) Data storage for processing

Data will be stored by SETE for a period that does not exceed the time strictly necessary to achieve the Purposes and in any case, may not be kept for more than:

- 13 months, following the date of debit or 15 months in the case of deferred payment, for the management of the Gustave Eiffel Salon reservations and payment. The Data is kept for evidentiary purposes and will only be used in the event of a disputed transaction;
- After this time, the Data may be further processed for statistical and research reporting purposes, provided that the Data is pseudonymised.

#### e) Information rights of the Client by SETE as Data Controller

The Client has the following rights:

- a right of access, i.e. to obtain from SETE confirmation as to whether or not the Data concerning themselves is being processed and, if it is, access to the said Data, as well as various information including the purposes of the processing, the category of Data concerning the Client, the recipient(s) of the Data, etc.
- a right to rectify, as quickly as possible, any Data concerning themselves that is inaccurate, incomplete, outdated or equivocal, or whose collection and processing are prohibited;
- a right to object to the processing of Data by the Controller or to a transfer of Data, unless there are compelling legitimate reasons which override the interests of the User.
- a right to the deletion of the Data concerning themselves for the following reasons:
  - The Data is no longer necessary for the purposes for which it was collected or processed by SETE;
  - The Client has withdrawn the consent on which the processing was based, and there are no other legal grounds for processing the Data;
  - The Client objects to the processing of the Data and there is no overriding interest to justify the processing;
  - The Data has been processed illegally;
  - The Data must be deleted in order to comply with any legal obligation to which SETE may be subject;
  - The Data was collected when the person concerned was a minor.
    - a right to organise in advance and during their lifetime the conditions under which the Client wishes the Data that SETE has collected and processed to be kept and communicated after his/her death;
    - a right to data portability and retrieval allowing the Client to receive the Data they have communicated to SETE in a structured, commonly used and machine-readable format, and to transmit it to another Data Controller, without SETE, to whom the Data was initially communicated, being able to prevent this;
    - a right not to be subject to an automated individual decision;

The Client may submit any complaints to the competent national supervisory authority in matters of data protection, namely the Commission Nationale Informatique et Libertés (the "CNIL").

In order to exercise their rights, the Client may address their request:

- by email to the following address: [dpo@toureiffel.paris](mailto:dpo@toureiffel.paris)

- by post to the following address: SETE – DPO | quai de grenelle 75015 Paris

In the event that the Client exercises any of their rights electronically, the Data will be provided, where applicable, electronically by SETE where possible, unless the Client has specifically requested otherwise.

#### f) Security measures

SETE undertakes to implement the following security measures:

- protection of the servers storing the Data by firewalls, anti-spam and anti-virus filters;
- the means to ensure the confidentiality, integrity, availability and ongoing resilience of processing systems and services;

SOCIETE D'EXPLOITATION DE LA TOUR EIFFEL SETE – 6 avenue Gustave Eiffel - 75007 PARIS

<https://www.toureiffel.paris/fr/entreprise/salon-gustave-eiffel>

S. P. L. (French limited liability company in which local authorities are the majority shareholders)] WITH A SHARE CAPITAL OF € 8,965,623 –  
RCS PARIS B 482 622 529 [Registration number with Paris Registry of Trade and Companies] –APEC CODE: 9103 Z

Direct line: 33 (0)1 44 11 23 33 – [commercial@toureiffel.paris](mailto:commercial@toureiffel.paris)

- the means of restoring availability and access to the Data in a timely manner in the event of a physical or technical impact;
- a procedure to regularly test, analyse and evaluate the effectiveness of technical and organisational measures to ensure the security of processing.

#### Intervention of the Client as Data Controller

When acting as Data Controller, the Client undertakes to:

- Provide the Data to SETE;
- Ensure compliance with the amended French Data Protection Act (LIL) and the GDPR;
- Collect the Data in a lawful, fair and transparent manner, for specific, explicit and legitimate purposes of which SETE is aware and of which it has duly informed the persons concerned, including its employees and guests, in accordance with the requirements of Article 13 of the GDPR. Consequently, the obligation to inform those concerned is incumbent on the Client, in their capacity as Data Controller.
- Determine alone the purposes and means of the Data processing for which it is the Data Controller.

Consequently, it is up to the Client to check that the processing carried out by SETE is in accordance with the purpose(s) and means of the Data processing implemented by the Client.

Executed in Paris in two originals.

**For the Client:**

**Company:**

**Registered Office: -**

**Register of Trade and Companies:**

**Represented by:**

**Capacity:**

**Date:**

**Signature:**

#### **Appendix I: Communication charter for clients and organisers of events in the Gustave Eiffel Salon on the first floor of the monument**

The Société d'Exploitation de la Tour Eiffel (SETE) is a local public company in charge of the modernisation, operation, maintenance and national and international promotion of the monument. These missions have been entrusted to it since 1 November 2017 by the City of Paris, within the framework of a public service delegation (DSP) for a period of 13 years.

This charter is intended for clients and organisers who hire the Gustave Eiffel Salon and who wish to mention the Eiffel Tower in their communication. It aims to set out and remind them of the communication rules established by the SETE in order to protect the image of the monument.

On all communication media (save-the-date, invitations, flyers, posters, etc.), companies are asked to mention that the event is taking place "in the Gustave Eiffel Salon" (optional: on the 1st floor of the Eiffel Tower) and not to indicate only "at the Eiffel Tower" unless otherwise advised by SETE.

SETE is responsible for communication related to the Eiffel Tower and is the sole decision-maker for communication actions concerning it or the monument.

In the case of an event open to visitors to the monument or an event open to the general public, the SETE communications department should be contacted to study the possibility of establishing a partnership or an exchange of visibility.

SETE may decide whether or not to participate in the event's communication plan - including actions on any channel: digital or press relations - depending on the nature of the event and if it is deemed relevant.

In this respect, any external communication project mentioning the Tower and/or the Gustave Eiffel Salon in the context of the event (press release and press kit, social network post(s), etc.) must be sent to the SETE communication department ([communication@toureiffel.paris](mailto:communication@toureiffel.paris)), which will have the right to review and validate the associated text.

For all requests for filming (film showing the event, making-of, etc.) and/or filming for internal and/or external communication purposes (TV reports, media relations), it is specified to the companies that this filming must take place within the strict framework of the Gustave Eiffel Salon.

Media crews, videographers and photographers are not authorised to conduct interviews, film and/or take pictures outside the hall, on the public floors of the monument, unless expressly agreed by the SETE external communication department.

If the company wishes to use the Tower for filming, a prior request must be made to the Heritage & Brand department ([documentation@toureiffel.paris](mailto:documentation@toureiffel.paris)).

A price list and a dedicated contract will apply to this service.

Finally, it should be noted that the Eiffel Tower lighting is protected by copyright and trademark rights. In this respect, all photographs and/or use of the image of the Eiffel Tower illuminated (golden robe, flickering, lighting of the spotlight) must be requested from the Heritage & Brand Department ([documentation@toureiffel.paris](mailto:documentation@toureiffel.paris)). If the request is accepted, the copyright notice "© SETE - Eiffel Tower - Pierre Bideau, lighting designer" will be requested in the caption of each photo or film/spot/video credits in which such an image appears.

A price list and a dedicated contract will apply to this service.