

General Terms of Sale

General terms of sale and participation in courses:

§ 1- the courses are organised by the Automobile Club de l'Ouest (Association law 1901)

L'Automobile Club de l'Ouest – Head office at: Circuit des 24 Heures – 72019 LE MANS cedex 2 and take place mainly on the Circuits Maison Blanche and Bugatti au Mans (72). However, the courses may take place on other circuits in France according to the Porsche Sport Driving School schedule.

§ 2- The order

The order is considered to be firm and final when the Automobile Club de l'Ouest has received the whole amount of the registration fees. The order can be made by contacting the sales department of Porsche Sport Driving School. A duly filled in registration form will have to be joined to the payment. For safety reasons, the Automobile Club de l'Ouest does not allow children under 12 and pets to enter the circuit. As part of Porsche Sport Driving School courses, the Automobile Club de l'Ouest authorises two accompanying people maximum per participant to enter the circuit.

§ 3- Prices and payments:

All prices are given in Euros (€) with all taxes included. The Automobile Club de l'Ouest accepts the following methods of payment: - By cheque: to the order of ACO, 30 days before the beginning of the course or the session, provided that the cheque is issued by a bank domiciled in France and denominated in Euros. – By bank transfer. – By credit card: all French credit cards are accepted, as well as cards, such as Eurocard/Mastercard, Visa international and American Express. For all orders, a copy of the valid driving licence and a document proving your identity has also to be joined to your payment. The payment can be made on-line via a secured payment zone.

Customer shaving registered by Internet or by telephone will benefit from the right of withdrawal of 14 days from the acceptance of the offer of provision of services.

However, this right of withdrawal cannot be exercised if the setting up for the provision of service has already started before the end of the expiry date of the withdrawal as provided for in the law.

§ 4- Security of payment

The entering by the customer of his credit card number, the expiry date and the credit card security code of 3 numbers is made in a secured payment zone in which data is encrypted. Therefore, for purposes of optimal security level, at no time these bank data will be accessible to third parties.

§ 5- Postponement / cancellation

Postponement: any request of postponement of the date has to be sent by registered letter with acknowledgement of receipt. After this period, no postponement will be accepted and no registration fee will be reimbursed.

In the case of a non-dated provision of service (gift voucher), it will be valid for one year from the date of the purchase. The Automobile Club de l'Ouest reserves the right to postpone or cancel courses. In this case, the participants will get the registration fees reimbursed in full with the exception of any other compensation whatsoever.

§ 6- Participation in courses

Participants in courses must be over 18 years old and hold a valid driving licence (*) for private passenger cars. For safety reasons, in the case of a condition that does not allow a participant to take part in the course or in the session (drugs, alcohol, etc.), the Automobile Club de l'Ouest reserves the right to cancel the participation in the course or the session. In this case, the people in question will not be entitled to reimbursement of the provision of service.

§ 7- Registration fees include

Theoretical and practical driving training with a Porsche car. – Insurance as described below. – Shared lunches, only for the courses.

§ 8- Vehicles

Porsche cars made available by the school are insured for « damage to vehicles » with excess up to € 4,000 to be borne by the trainee in the case of deterioration of the car. Civil liability is covered by the Automobile Club de l'Ouest, in the capacity of the organiser. In the case of an accident with a Porsche vehicle made available by the school, a «personal accident insurance » covering is included for the participants. Death: € 160,000 / Invalidity: € 160,000. Medical expenses follow the social security limit. Each participant takes the driving course at his own risk. He waives any right of recourse against the Automobile Club de l'Ouest, Porsche France and its network, as well as against Porsche AG.

§ 9- Participation in a course with a personal Porsche

In the case of a participation in a course with a personal Porsche, the participant commits to having taken out a civil liability insurance /covering all damage to the vehicle used and all its drivers for all material and bodily damage caused to a third party. The owner has to make sure that he is holder of a driving insurance for earth-bound motor vehicles on a closed circuit and take out a special insurance for this purpose, if he is not covered for that particular case. The participant will have to give a copy of such insurance to the officials of Porsche Sport Driving School.

The owner certifies that the maintenance of his vehicle is up-to-date, that its bodywork and mechanical condition allows an activity on a circuit. Therefore, the owner will not be able to hold the ACO, PSDS and its instructors responsible in the case of a problem of any kind that might occur during that day and thus preventing him from participating in the entire course.

§ 10- Rules of Conduct

Throughout the course, the instructors have the right to give the participants instructions, which the latter commit to respecting. Any infringement to this rule will be subject to warning by the responsible instructor of the course. In the case of non-compliance with rules of discipline of conduct, the course management is entitled to exclude participants breaking the rules immediately, as well as from any later participation. Maximum speeds are set by the instructors during each session and have absolutely to be respected. The track schedules may be modified by the race direction according to sporting constraints. In this case, the people will not be entitled to reimbursement of the provision of service.

§ 11- Mediation

In compliance with the French law in force, the participant has the right to use mediation for consumer disputes regarding a purchase made from ACO. In accordance with provisions related to mediation, any consumer dispute must be submitted beforehand in writing to Service Client de l'ACO (juridique@lemans.org) before any request of mediation. If no amicable solution is found, the participant can refer to MEDICYS via www.medicys.fr

§ 12- Applicable law, place of jurisdiction

For any dispute or difficulty regarding the reading of the present conditions of participation, the competent Court of Le Mans shall have sole and exclusive jurisdiction.

(*) On non-presentation of the above-mentioned driving licence, the Automobile Club de l'Ouest reserves the right to cancel the trainee's participation. In this case, the person concerned is not entitled to reimbursement of the provision of service.