

**TERMS AND CONDITIONS 2025 - PRIVATE CUSTOMERS**  
**"CLASSIC RACING SCHOOL"**



---

**ARTICLE 1 - SELLER'S NAME**

CLASSIC RACING GROUP  
CIRCUIT DE CHARADE - ROND-POINT DE MANSON  
63122 SAINT-GENES-CHAMPANELLE  
N° RCS CLERMONT-FERRAND: 822 791 836  
Telephone: +33(0)6.09.54.49.89  
Email : [contact@classicracingschool.com](mailto:contact@classicracingschool.com)  
[www.classicracingschool.com](http://www.classicracingschool.com)

CLASSIC RACING GROUP has set up the "Classic Racing School" driving school on the Charade racetrack in Saint-Genès-Champanelle (63122), specializing in the creation of turnkey events. Its services include the organization of seminars, driving courses or baptisms, leisure competitions, official competitions, coaching and personalized accompaniment of participants for initiation or improvement in the driving of historic racing cars from the 1960s to the 1980s.

**ARTICLE 2 - DEFINITIONS**

**"Participant(s)":** means the natural person(s) benefiting from the Services provided by CLASSIC RACING GROUP and ordered by the Customer.

**"Customer":** refers to any individual consumer customer who places an order for Services provided by CLASSIC RACING GROUP via the website [www.classicracingschool.com](http://www.classicracingschool.com).

**"Data":** refers to all information, documents, texts, software, music, sounds, photographs, graphics, videos, messages and other elements of all types and in all forms collected and transmitted as part of the Customer's use of the Services provided by CLASSIC RACING GROUP.

**"Customer Data":** refers to the data or information that the Customer submits to CLASSIC RACING GROUP as part of his/her order.

**"Cart":** refers to the page of the [www.classicracingschool.com](http://www.classicracingschool.com) website from which the Customer can access the purchase interface, containing his selection of Services delivered by CLASSIC RACING GROUP.

**"Responsible for the service":** refers to any member of CLASSIC RACING GROUP's staff involved in carrying out the services for the benefit of a Customer or Participant

**"Services":** refers to the services provided by CLASSIC RACING GROUP, in particular through the website [www.classicracingschool.com](http://www.classicracingschool.com).

**"Site":** refers to the Internet site [www.classicracingschool.com](http://www.classicracingschool.com) which is the official site of CLASSIC RACING GROUP allowing the Customer to proceed to the on-line reservation of the Services provided by CLASSIC RACING GROUP.

**"Third Party":** refers to any natural or legal person other than the Customer, Participant or Vendor.

**"User":** means either a simple visitor to the Site or any Customer registered on the Site.

**"Seller":** means CLASSIC RACING GROUP.

## ARTICLE 3 - SCOPE OF THE GENERAL TERMS AND CONDITIONS OF SALE

### 3.1. Application of the GCS

These general conditions of sale (hereinafter referred to as the "**General Conditions of Sale**" or "**GCS**") apply, without restriction or reservation, to any purchase of Services offered by CLASSIC RACING GROUP to an individual Customer (Seller and Customer being also referred to together as "**the Parties**" or individually as "**the Party**") via the Internet site [www.classicracingschool.com](http://www.classicracingschool.com) published by CLASSIC RACING GROUP, with a User registered on the Site either after making contact by telephone or directly by e-mail.

These terms and conditions apply to the exclusion of all other terms and conditions, in particular those applicable to other sales channels for the Services

They may be supplemented by special conditions, set out on the [www.classicracingschool.com](http://www.classicracingschool.com) website or in another medium, prior to any transaction with the customer

They specify, in particular, the conditions of use of the Vendor's Site, online ordering, payment and provision of the Services ordered by Customers.

The main features of the Services, which include all the substantial information required by the applicable regulations, are set out in these GTS, which can be consulted on the [www.classicracingschool.com](http://www.classicracingschool.com) website.

### 3.2. Acceptance of the GTCS

The Customer is obliged to read the General Terms and Conditions of Sale before placing any order. The choice and purchase of a Service is the sole responsibility of the Customer.

The General Terms and Conditions of Sale are systematically communicated to all Customers prior to the conclusion of the contract for the provision of Services. They can be accessed at any time on the [www.classicracingschool.com](http://www.classicracingschool.com) website, and shall prevail over any other version or contradictory document.

The Customer declares that he/she has read and accepted these General Terms and Conditions of Sale by ticking the appropriate box before confirming the online order, as well as, where applicable, the general terms and conditions of use of the [www.classicracingschool.com](http://www.classicracingschool.com) website.

The Participant declares that he/she has read these General Terms and Conditions of Sale sent to him/her by email and has accepted them by electronic signature or by initialling all pages and signing the last page of a paper version of the General Terms and Conditions of Sale as proof.

The fact that a Customer orders Services on the [www.classicracingschool.com](http://www.classicracingschool.com) website implies full acceptance of these General Terms and Conditions of Sale and the obligation to pay for the Services ordered, which is expressly recognized by the Customer, who waives, in particular, the right to invoke any contradictory document that may be unenforceable against the Vendor.

The Customer acknowledges having the capacity required to contract and acquire the Services offered on the [www.classicracingschool.com](http://www.classicracingschool.com) website.

### 3.3. General Terms and Conditions

The General Terms and Conditions of Sale may be modified after the order has been placed.

The version of the GCS applicable to the Customer's purchase is that in force on the day the contract is concluded.

### 3.4. Violation of the GCS

Any violation of the present GCS authorizes CLASSIC RACING GROUP to proceed with the unilateral cancellation of the sales contract and to refuse to allow, for the future, the Customer or Participant author of the considered violation, to benefit from the Services delivered from the Internet site, or from any affiliated site under the responsibility of CLASSIC RACING GROUP, or to close any access account to the Internet site, without prejudice to the indemnities which could be claimed from the author of the aforementioned violation.

## ARTICLE 4 - PRE-CONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE

The consumer customer acknowledges having been informed, prior to the placing of his order and the conclusion of the sale, in a legible and comprehensible manner, by means of the availability of these General Terms and Conditions of Sale and in accordance with the provisions of article L. 221-5 of the French Consumer Code:

- the essential characteristics of the Services, taking into account the communication medium used and the Service concerned;
- the price of the Services and the application of a personalized price on the basis of automated decision-making and ancillary costs or, in the absence of payment of a price, of any benefit provided instead of or in addition to it and the nature of this benefit;
- terms of payment, supply and performance of the contract;
- the date or deadline by which the Vendor undertakes to provide the Services ordered;
- the Vendor's identity, postal address, telephone number and e-mail address, as well as the Vendor's activities, if these are not apparent from the context;
- where applicable, information on legal and contractual warranties and how to make use of them;
- the possibility of resorting to conventional mediation in the event of a dispute ;
- of the absence and/or existence of the right of withdrawal according to the terms and conditions of the order;
- termination and other important contractual terms and conditions and, where applicable, the costs of using remote communication technology, the existence of codes of conduct and financial sureties and guarantees;
- accepted means of payment.

## ARTICLE 5 - ORDERS

### 5.1. Reservation

It is possible to make a reservation request:

- on the Internet:
- by telephone: +33(0)6.09.54.49.89
- directly by e-mail to the following contact: [contact@classicracingschool.com](mailto:contact@classicracingschool.com)

When the Customer makes a reservation request by telephone or email, CLASSIC RACING GROUP will send him an email with a hypertext link enabling him to continue his order online via the Site.

Contractual information is presented in French and will be confirmed at the latest when the order is validated.

CLASSIC RACING GROUP reserves the right not to register a payment or confirm a reservation for any legitimate reason.

### 5.2 Registering an order online

The online booking process is detailed on the Site in the General Conditions of Use (GCU) and is accessible to all customers, who declare that they have read them.

The registration of an order on the Vendor's site is completed when the Customer accepts the present General Terms and Conditions of Sale by ticking the box provided for this purpose and validates his/her order. The Customer has the opportunity to check the details of his order, its total price and to correct any errors before confirming his acceptance (article 1127-2 of the French Civil Code).

This validation constitutes proof of the sales contract.

It is the Customer's responsibility to check the accuracy of the order and to report any errors immediately.

Customers can manage their reservations via the dedicated interface in their shopping cart, under the "My Account" tab.

The sale of Services will only be considered definitive once the Vendor has sent the Customer confirmation of acceptance of the order by e-mail, and once the Vendor has received the full price or deposit due.

### 5.3. Order refusal

The Vendor reserves the right to cancel or refuse any order for any legitimate reason, in particular for reasons of fitness, health or safety, or in the event of a dispute between the Customer and the Vendor relating to the payment of a previous order.

### 5.4. Quotation

For Services for which a quotation has been drawn up in advance, the sale of Services will only be considered definitive once the Vendor has drawn up a quotation, the Customer has accepted the quotation, the Customer has registered the order at on the Site,

and the Customer has received confirmation of acceptance of the order by e-mail. Quotations drawn up by the Vendor are valid for a period of one (1) month.

### 5.5. Down payment

If a deposit is required to validate the order, the order will only be considered definitive by the Vendor after payment of the deposit on the total amount of the order.

### 5.6. Order modification

Any modifications to the order made by the Customer will only be taken into account by the Vendor within the limits of its possibilities and provided that they are notified by e-mail to the Vendor at least one (1) month before the date scheduled for the provision of the Services ordered. Where applicable, such modifications will give rise to a price adjustment.

Only modifications to orders intended to increase the number of Participants or integrate additional options to orders already placed (insurance, accompanying persons, F3 kit, etc.) may be accepted by the Vendor within the limits of available places.

### 5.7. Proof of order

In the absence of proof to the contrary, the data recorded in the Vendor's computer system constitutes proof of all transactions concluded with the Customer.

The Customer acknowledges that the recordings and backups and, in general, all connection data made on the Site (hereinafter referred to as the "**Electronic Data**") will have full probative value between the Customer and CLASSIC RACING GROUP.

Thus, the Electronic Data, including its date and time, will be binding between the Parties to any dispute.

The Customer therefore recognizes the validity and probative value of electronic mail in its contractual relations with CLASSIC RACING GROUP.

### 5.8. Right of withdrawal

**When the Customer orders a service for a predefined date**, in application of article L221-28 12° of the French Consumer Code, as amended by order no. 2021-1734 of December 22, 2021, in force on May 28, 2022, given the nature of the Services provided by the Vendor, orders placed by the Customer do not benefit from the right of withdrawal. The contract is therefore definitively concluded as soon as the order is placed by the Consumer Customer in accordance with the terms and conditions specified in these General Terms and Conditions of Sale.

**When the Customer places an order for a service without a predefined date, valid for one (1) year from the date of purchase**, the Customer has, in accordance with the law, a withdrawal period of fourteen (14) days from the conclusion of the contract to exercise his right of withdrawal from CLASSIC RACING GROUP and cancel his order, without having to give any reason or pay any penalty, for the purpose of reimbursement, unless performance of the services has begun before the end of the withdrawal period, with the express agreement of the Customer and acknowledgement by the latter of the loss of his right of withdrawal.

The right of withdrawal may be exercised online, using the withdrawal form in Appendix 1 to these GTC or any other statement, unambiguous, expressing the desire to withdraw and including by mail addressed to CLASSIC RACING GROUP - CIRCUIT DE CHARADE - ROND-POINT DE MANSON -63122 SAINT-GENES-CHAMPANELLE, mentioning the order concerned by this withdrawal.

If the right of withdrawal is exercised within the aforementioned period, only the price of the Services ordered will be reimbursed.

### 5.9. Choice of date and time of service

At the time of booking, the Customer may choose to take a service, without a predefined date, valid for one (1) year from the date of purchase. In this case, CLASSIC RACING GROUP will send the customer, by e-mail within 48 hours or by post (postal delivery time), depending on the customer's choice, an undated voucher to be given to the participant in the service. The customer can use the interface on the [www.classicracingschool.com](http://www.classicracingschool.com) website to choose a date for the service, and then contact CLASSIC RACING GROUP by telephone to confirm the date chosen from among those available. The appointment time for the chosen service will be confirmed to the Participant by email no later than one (1) week before the service date.

If, at the time of booking, the Customer chooses a date for the service, CLASSIC RACING GROUP will send by e-mail (instantaneous) or by post (postal delivery time), depending on the Customer's choice, an invitation to the service on the chosen date. In this case, it is the Customer's responsibility to give the invitation to the Participant(s). The time of the Participant's invitation is sent to the Customer by e-mail at least one (1) week before the date of the service.

In this case, the Participant or each Participant receives these GTC by email and is required to accept them by electronic signature or by initialling all pages and signing the last page of a paper version of the GTC.



CLASSIC RACING GROUP declines all responsibility in the event of the Participant's absence on the day of the service (see: Postponement conditions). In particular, no refund or postponement to another date will be made. The Customer or Participant who does not provide a cell phone number or e-mail address must call CLASSIC RACING GROUP on +33(0)6.09.54.49.89 in order to find out his or her appointment time.

The customer agrees to accept and attend the meeting time agreed with CLASSIC RACING GROUP. Keeping to the appointment time guarantees that the program will run smoothly under optimum safety conditions.

In the event of a delay of more than thirty (30) minutes on the day of the service, CLASSIC RACING GROUP consequently reserves the right to reduce the driving time of the service initially planned, or to cancel the Participant's participation without the Customer being able to benefit from any reimbursement and the amount paid by the Customer for the corresponding order will be irretrievably acquired by the Vendor. In both cases, CLASSIC RACING GROUP will not be liable to pay any compensation.

#### **5.10. Validity deadline and performance deadline**

In the event of a reservation without a predefined date for the service, the validity deadline for the order benefiting the Participant corresponds to the purchase date referred to above, plus one year. However, the final date for providing the service corresponds to the last date proposed in the CLASSIC RACING GROUP calendar within this one (1) year period for the Tour mentioned on the reservation. It is systematic that the deadline for completion of the service occurs before the deadline for validity of the Participant's order. It is therefore up to the Participant to choose his or her date of service early enough to be able to provide the service before the final date of the service and therefore before the final date of validity of his or her order. To facilitate this process, CLASSIC RACING GROUP attaches the schedule of service dates when the voucher is purchased, and regularly informs the Customer and/or Participant by email of upcoming available dates. The schedule is also available and updated in real time on the Site. As service availability changes daily, some dates that would have been available at the time of purchase may no longer be available when the Participant decides to choose a date. It is therefore advisable to book the date of the service as soon as possible to avoid the schedule being full before the expiry date.

CLASSIC RACING GROUP cannot be held responsible in the event of a late booking exceeding the validity date.

If the deadline for completion of the service has passed but the order has not reached the validity deadline, the Customer may extend (limited to one (1) extension per reservation) the validity of the order by six (6) months.

Once the validity date of the order has passed, the service is lost and the Customer will not be entitled to any refund of the order.

#### **5.11. Conditions for rescheduling a service to another date**

##### **5.11.1. Postponement by the customer**

The date of a service may be freely postponed without charge by the customer for personal convenience up to one (1) month before the date of the chosen service, subject to availability and the validity of the order, and limited to one postponement per booking.

##### **Beyond this deadline set at one (1) month before the date of the chosen service :**

The customer will have the option of postponing the service for personal reasons, subject to payment of a fixed fee corresponding to :

- Twenty percent (20%) of the value of the service including VAT (excluding options) if the postponement occurs in the month preceding the date of the chosen service at the latest ten (10) calendar days before the date of the chosen service (i.e. at the latest on the day placed 11 calendar days before the date of the service, at midnight);
- fifty percent (50%) of the value of the service including VAT (excluding options) if the postponement occurs within ten (10) calendar days prior to the date of the chosen service.

Whatever the nature of the postponement, the postponed service may only be rescheduled within a maximum period of one year from the date of the initially scheduled service.

##### **5.11.2. Report by CLASSIC RACING GROUP**

In the event that the number of Participants registered for a day of service is insufficient, CLASSIC RACING GROUP reserves the right to postpone it.

In this case, Participants scheduled for the day will be notified at least one (1) week in advance by email and/or telephone.

In the event of unforeseen compliance work imposed by the Circuit for safety reasons (in particular following damage etc.) or in general for any event qualified as Force Majeure within the meaning of the French Civil Code which is imposed on CLASSIC RACING GROUP, CLASSIC RACING GROUP may be obliged to postpone a performance date. This postponement or cancellation may occur the day before the event. The customer will be informed as soon as possible by telephone and e-mail.

If the weather conditions do not allow us to ensure the safety of the driver during the service, i.e. snow, ice or heavy rain, CLASSIC RACING GROUP reserves the right to postpone the service. Given the sudden nature of these events, and depending on their severity, this postponement may occur on the day of the service.

In the event of postponement of a service at the initiative of CLASSIC RACING GROUP under the aforementioned circumstances, the dates available before the validity deadline of the order will then be reproposed to the Customer.

In the event that the postponement occurs less than two (2) months before the validity deadline of the order (maximum one year from the date of purchase), this date will be automatically and free of charge extended until a new date of service is jointly agreed by CLASSIC RACING GROUP and the Customer

Under no circumstances may the postponement of a service at the initiative of CLASSIC RACING GROUP lead to any claim for compensation on the part of the Customer

## **5.12. Cancellation of a service by the Customer**

Except in cases where cancellation insurance has been taken out, cancellation of a service by the Customer does not give rise to any right to reimbursement, and the amount paid by the Customer is irretrievably acquired by the Vendor

## **5.13. Conditions of performance**

### **5.13.1. Participant commitment conditions**

The Participant must be at least 18 years of age and possess a valid driver's license

The Participant declares that he/she is in good health and is not under the influence of any medical treatment incompatible with driving. The Participant declares that he/she is aware of the risks inherent in driving a vehicle of a "sporting nature" but intended for leisure purposes, and consequently releases the directors, employees and partners of CLASSIC RACING GROUP from any liability in the event of an accident occurring during the day.

The Participant undertakes to comply scrupulously with the safety and piloting instructions given during the briefings and throughout the event by the Event Manager and the staff supervising the event. For safety reasons, the Participant is obliged to take part in each of the briefings given during the service. Should the Participant fail to comply with this obligation, CLASSIC RACING GROUP reserves the right to terminate the service provided for the Participant, without the latter being entitled to any compensation. It is reminded that in the event of dangerous behavior or failure to observe any of these instructions, the person in charge of the service reserves the right to immediately terminate the Participant's participation in the day, without any reimbursement, even partial, being made. The Participant undertakes not to consume alcohol before or during the day (except after the last round of driving). CLASSIC RACING GROUP reserves the right to check the Participant's blood alcohol level at any time using a breathalyser. If the Participant refuses to submit to this test or if the result exceeds 0.1 g/l of alcohol in the blood, CLASSIC RACING GROUP reserves the right to refuse the participation of the Participant concerned on the day without the latter being able to claim any reimbursement. The Participant undertakes not to take any illicit substances (drugs, euphorants, etc.) or medicines with side effects incompatible with driving, in particular those whose side effects lead to reduced vigilance or drowsiness

As soon as the Participant and those accompanying him/her enter the circuit enclosure, unless expressly objected to on the Participant form, the Participant authorizes CLASSIC RACING GROUP and its partners to photograph and record by any audio-visual means at their convenience the various situations in which he/she (and those accompanying him/her) may be involved. In particular, CLASSIC RACING GROUP will be authorized to film and record conversations held inside the reconnaissance vehicles.

The Participant has the right to refuse the use, reproduction, representation, adaptation and exploitation of his/her individual image limited to the exploitation of the audio-visual supports created during the performance, by means of a form which is given to him/her by CLASSIC RACING GROUP and which must be completed before the start of the performance.

Failing this, the Participant expressly authorizes CLASSIC RACING GROUP, for a period of five (5) years, without financial consideration and on a non-exclusive basis, to use, reproduce, represent, adapt and exploit his/her individual image, and this for the entire world, strictly limited to the exploitation of the audio-visual media that will be created during the performance, for institutional purposes, for any promotional operation of CLASSIC RACING GROUP and/or its activities such as the promotion of its brand image, hospitality, its facilities, etc.; and on any medium including promotional posters, advertising, communication, websites, social networks and flyers, etc. and on any medium, including promotional posters, advertising, communication, websites, social networks and flyers, etc. *Individual image* refers to all or part of the Participant's personality attributes and, more broadly, to all elements serving to identify the Participant, including, in particular, his/her features, image, moving image, avatar, silhouette, effigy, representation in the form of a drawing, voice, first name, surname, nickname, pseudonym, diminutive, signature, initials, etc.

### **5.13.2. Place of performance**

CLASSIC RACING GROUP's services are provided either on the CHARADE racetrack or on the list of racetracks available online.

In the event of a change in the location of the provision of the Services, this may take place at any other location/circuit designated by the Vendor, subject to two (2) months' notice.

For safety reasons, the number of accompanying persons per Participant is limited to six (6). CLASSIC RACING GROUP will not be held responsible for accompanying persons for damage occurring outside the circuit or its premises. The presence of children under the age of ten (10) is strongly discouraged on the circuits. In all situations and in all places, children remain the sole responsibility of their parents. The safety instructions given to accompanying persons by CLASSIC RACING GROUP managers during the briefing must be complied with, failing which they will be excluded from the circuit. Pets are not allowed, even on a leash.

### 5.13.3. CLASSIC RACING GROUP insurance

CLASSIC RACING GROUP is insured with ALLIANZ under a professional multi-risk policy no. 60.799.672, including the following cover: RC circulation and RC professionnelle.

CLASSIC RACING GROUP also covers its customers with individual accident insurance from the ALBINGIA company (ALBINGIA insurance certificate shown in 3), with the following guarantees and deductibles:

Warranty (9 vehicles simultaneously)	Ceiling	Deductible (per claim)
Accidental death	50.000 €	None
Permanent total or partial disability following an accident (according to scale)	50.000 €	10% per claim

Certificates of insurance and levels of cover offered under insurance policies can be made available to the Customer or Participant on request.

In the event that the Customer or Participant deems the sum insured under the individual accident cover to be insufficient, he/she shall be personally responsible for taking out, at his/her own expense, additional insurance providing more extensive cover for any bodily injury or material damage he/she may suffer or cause, and in particular daily allowance, disability, loss of profession, etc. cover.

In this respect, the Customer, the Participant, expressly acknowledges that he/she has been fully informed by CLASSIC RACING GROUP of the usefulness of taking out one or more additional insurance policies in order to achieve sufficient capital, particularly in terms of daily allowances, loss of profession and to cover medical expenses in the event of an accident.

Consequently, Customers or Participants waive their right to seek the Vendor's liability beyond the guarantees subscribed to in the said contracts. Signatures by the Customer or Participant of the present GCS and of the liability waiver on the day of the service limit the Vendor's liability to the guarantees mentioned in the said contracts

## ARTICLE 6 - PRICES

The Services offered by the Vendor are supplied at the prices in force, as shown on the [www.classicracingschool.com](http://www.classicracingschool.com) website, and, where applicable, according to the quotation drawn up by the Vendor, when the order is registered by the Vendor. Prices are expressed in Euros, exclusive of VAT.

Prices take into account any discounts granted by the Seller.

These prices are firm and non-revisable during their period of validity, as indicated on the website [www.classicracingschool.com](http://www.classicracingschool.com), the Vendor reserving the right, outside this period of validity, to modify prices at any time.

The payment requested from the Customer corresponds to the total amount of the purchase, including these costs.

An invoice is drawn up by the Vendor and given to the Customer when the ordered Services are provided.

## ARTICLE 7 - TERMS OF PAYMENT

### 7.1. Terms of payment

The price is payable on the day the order is placed by the Customer, in accordance with the following terms and conditions:

The purchase date corresponds to the effective date of receipt of payment

Depending on the case, payment may be made by credit card or bank transfer.

The customer may choose to pay by bank transfer at the time of booking:



- the full cost of the service
- a deposit corresponding to 50% of the total amount specified on the order or quotation to make the reservation effective, and the balance at the latest ten (10) days before the date of the chosen service. Failing this, the reservation will not be considered valid.

Payments by bank transfer will be made to the following QONTO bank account:

**Bank 16958 Agency 00001 Account 61261967634 Key 51**

**IBAN: FR76 1695 8000 0161 2619 6763 451 / BIC-SWIFT: QNTOFRP1XXX**

The customer may also choose to pay by credit card at the time of booking:

- the full cost of the service;
- in three (3) free instalments via the ALMA payment solution (maximum €3,000)

Payment by credit card is irrevocable, except in the event of fraudulent use of the card. In this case, the customer may request the cancellation of the payment and the return of the corresponding sums.

Payment data is exchanged in encrypted mode using the TLS (Transport Layer Security) protocol

## **7.2. Late payment**

Payments made by the Customer will not be considered final until the Seller has received the sums due.

The Vendor shall not be obliged to provide the Services ordered by the Customer if the price has not been paid to the Vendor in full no later than the day of the service in accordance with the above conditions.

In the event of late payment and payment of sums due by the Customer beyond the time limit set out above, and after the payment date shown on the invoice sent to the Customer, late payment penalties calculated at the rate of 3 times the legal interest rate on the amount including VAT of the price of the supply of Services, will be automatically and by right acquired by the Vendor, without any formality or prior formal notice.

In addition, any delay in payment shall automatically give rise to the application of a fixed indemnity of forty (40) Euros, without prejudice to late payment penalties. Late payment will result in the immediate payment of all sums due by the Customer, without prejudice to any other action that the Vendor may be entitled to take against the Customer in this respect.

In addition, the Vendor reserves the right, in the event of non-compliance with the above payment conditions, to suspend or cancel the supply of Services ordered by the Customer and/or suspend the performance of its obligations.

The Customer shall not be charged any additional costs in excess of those incurred by the Vendor for the use of a means of payment.

## **7.3. Liability for property damage - deposit**

### **7.3.1. Participant's liability**

The Participant undertakes to assume on a personal and individual basis, full responsibility for any material damage caused to the vehicle, and in particular :

- material damage caused to the chassis and/or gearbox and/or any other part of the vehicle, in particular as a result of non-compliance with the recommendations for use defined in briefings by the CLASSIC RACING GROUP technical team;
- engine failure due to improper use of the vehicle, such as over-revving or overheating, or failure to comply with control indicators and warning lights that can be monitored by radar or video,
- material damage due to the Participant's refusal to immobilize the vehicle despite the request of the CLASSIC RACING GROUP technical team

Under these conditions, CLASSIC RACING GROUP will invoice the Participant for the cost of repairs or replacement of the chassis and/or gearbox and/or any other components (parts), transport costs as well as the cost of labour required for repairs, under the conditions set out in articles 7.3.2 and 7.3.3.

The Participant has the possibility of subscribing to a "damage pack" which enables him/her to reduce the amount of the deposit that he/she must pay to CLASSIC RACING GROUP and to cap the amount of compensation that he/she will be asked to pay in the event of material damage to the vehicle.

### **7.3.2 Option 1: subscription to the "damage pack**



Under this Option 1, the Participant subscribes to the "damage pack" offered at the rate of one hundred and fifty euros (150€) inc. tax per half-day and one hundred and ninety euros (190 €) inc. tax per full day of services.

In this case, the Participant agrees to pay a security deposit of four thousand euros (€4000) no later than the day of the service:

- by personal cheque on the day of the service ;
- by credit card imprint.

In the event that the service is provided without material damage, the deposit will not be cashed by CLASSIC RACING GROUP.

In the event of material damage to the vehicle caused by the Participant, the amount of compensation that will be claimed from the Participant on a personal and individual basis is equivalent to the total cost of repair or replacement of the chassis and/or gearbox and/or any other components (parts), transport costs and the cost of the labour required for repairs, capped at the amount of the security deposit, i.e. four thousand euros (€4,000).

CLASSIC RACING GROUP will issue an invoice for the cost of repairing the vehicle, up to a maximum of four thousand euros (€4,000), and the Participant will pay the invoice as follows:

- if the cost of repairing or replacing the chassis and/or gearbox and/or any other components (parts), transport costs and the cost of the labour required for repairs exceeds the sum of four thousand euros (€4,000), CLASSIC RACING GROUP will draw up an invoice for the amount corresponding to the flat-rate compensation capped at four thousand euros (€4,000) and will retain the full amount of the security deposit;
- if the cost of repairing or replacing the chassis and/or gearbox and/or any other components (parts), transport costs and the cost of labour required for repairs are less than the sum of four thousand euros (€4,000), CLASSIC RACING GROUP will issue an invoice for the amount corresponding to the cost of repairing the vehicle and will pay the Participant the overpayment corresponding to the difference between the amount of the security deposit already paid by the Participant and the amount corresponding to the cost of repairing the vehicle.

### **7.3.3 Option 2: Non-subscription to the damage package**

Under this Option 2, the Participant does not subscribe to the "damage pack".

In this case, the Participant agrees to pay a security deposit of eight thousand euros (€8000) no later than the day of the service:

- by personal cheque on the day of the service ;
- by credit card imprint.

In the event that the service is provided without material damage, the deposit will not be cashed by CLASSIC RACING GROUP.

In the event of material damage to the vehicle caused by the Participant, the amount of compensation that will be claimed from the Participant on a personal and individual basis is equivalent to the total cost of repairing or replacing the chassis and/or gearbox and/or any other components (parts), transport costs and the cost of the labour required for repairs, with no ceiling.

CLASSIC RACING GROUP will issue an invoice for the amount of the repair costs, with no ceiling, and the Participant will pay the invoice as follows:

- if the cost of repairing or replacing the chassis and/or gearbox and/or any other components (parts), transport costs and the cost of labour required for repairs exceeds the sum of eight thousand euros (€8,000), CLASSIC RACING GROUP will retain the full amount of the security deposit and will issue an invoice for the full cost of repairs, with the Participant responsible for paying the difference between the cost of repairing the vehicle and the sum of eight thousand euros (€8,000) already paid to CLASSIC RACING GROUP as security deposit.
- if the cost of repairing or replacing the chassis and/or gearbox and/or any other components (parts), transport costs and the cost of labour required for repairs are less than the sum of eight thousand euros (€8,000), CLASSIC RACING GROUP will issue an invoice for the amount corresponding to the cost of repairing the vehicle and will pay the Participant the overpayment corresponding to the difference between the amount of the security deposit already paid by the Participant and the amount corresponding to the cost of repairing the vehicle.

## **ARTICLE 8 - Photo and video products**

CLASSIC RACING GROUP offers its customers and participants photo and video products to immortalize their participation. These products are offered in the form of packages

The Onboard Video of the driving series is available twenty-one (21) days after the service via a download link sent to the Customer/Participant by e-mail. It includes the participant's driving sessions on the vehicle when the latter is at the wheel, with the exception of the pace car session (and therefore excluding the reconnaissance and baptism laps). Video files can be played on Mac and Windows.

In the latter case, the video product includes only recordings of the car in motion. The difficult working environment induced by the activity of driving services (vibrations, changing luminosity, difficult sound environment) can lead to hazards:

- Occasional crackling sounds ;
- Video interference
- Punctual backlighting
- Failure to register.

Should one or more of these imponderables occur, or as a result of a technical or human problem, certain recordings may not be integrated into the photo and video products. Complaints will then be dealt with on a case-by-case basis directly with the Participant. The Customer acknowledges that the "Video" product is an accessory service and cannot be considered as a determining factor in the act of purchase. The non-delivery of the "Video" product does not call into question the reality of the delivery of the piloting service.

## **ARTICLE 9 - LEGAL GUARANTEES FOR NON-BUSINESS CUSTOMERS**

The Services offered for sale by the Vendor comply with the regulations in force in France and their performance is compatible with non-professional use.

Non-professional customers automatically benefit from the legal guarantee of conformity and the legal guarantee of hidden defects, without additional payment.

### **9.1. Legal warranty of conformity**

The Vendor guarantees, in accordance with legal provisions and without additional payment, the non-professional Customer against any lack of conformity of the Services ordered.

The Services provided via the [www.classicracingschool.com](http://www.classicracingschool.com) website comply with the regulations in force in France.

In the event of non-conformity, the non-professional Customer may demand that the defective Services be brought into conformity, that a new conforming Service be supplied free of charge or, failing this, that the price be reduced or that the sale be rescinded, in accordance with the legal conditions.

He may also suspend payment of all or part of the price or the delivery of the benefit provided for in the contract until the Seller has fulfilled his obligations under the legal warranty of conformity, under the conditions of articles 1219 and 1220 of the Civil Code.

It is also the responsibility of the Non-Professional Customer to ask the Vendor to bring defective Services into conformity or to supply a new, conforming Service free of charge. The defective Service will be brought into conformity within a period not exceeding thirty days following the non-professional Customer's request.

If the requested compliance is impossible or involves disproportionate costs under the conditions set out in article L 217-12 of the French Consumer Code, the Vendor may refuse to comply. If the conditions laid down in article L 217-12 of the French Consumer Code are not met, the non-professional Customer may, after formal notice, pursue the forced execution in kind of the solution initially requested, in accordance with articles 1221 et seq. of the French Civil Code.

Finally, the non-professional customer may demand a price reduction or rescission of the sale (unless the lack of conformity is minor) in the cases provided for in article L 217-12 of the French Consumer Code.

Where the lack of conformity is so serious as to justify a reduction in price or the immediate cancellation of the sale, the non-professional customer is not obliged to first request that the defective Services be made compliant or that a new, compliant Service be supplied free of charge.

The price reduction is proportional to the difference between the value of the Service provided and the value of these services in the absence of the lack of conformity.

In the event of cancellation of the sale, the non-professional customer will be reimbursed for the price paid within the following fourteen days at the latest, using the same means of payment as the one used by the customer at the time of payment, unless the latter expressly agrees otherwise, and in any event at no additional cost.

The foregoing provisions are without prejudice to the possible award of damages to the non-professional customer for the loss suffered by the latter as a result of the lack of conformity.

### **9.2 Legal warranty against hidden defects**

The Vendor is liable for hidden defects within the framework of the legal warranty against hidden defects resulting from a design or manufacturing defect in the Services ordered.

The non-professional customer may decide to invoke the warranty against hidden defects in the Services in accordance with article 1641 of the French Civil Code; in this case, he or she may choose between rescission of the sale or reduction of the purchase price in accordance with article 1644 of the French Civil Code.

### 9.3. Exclusion of warranties

The Seller shall not be held responsible or liable for any delay or failure to perform as a result :

- the occurrence of a case of force majeure,
- in the event of misuse or use for professional purposes.

### ARTICLE 10 - LIMITATION OF LIABILITY

The Customer and the Participant declare that they release CLASSIC RACING GROUP from any liability whatsoever arising from their knowledge of the risks inherent in motor sport.

The Customer and the Participant also declare that they are fully aware that the equipment supplied, subject to particular constraints under racing conditions, cannot offer perfect reliability and longevity. In this respect, the Customer and Participant waive all liability claims of any nature whatsoever against CLASSIC RACING GROUP and its insurers.

CLASSIC RACING GROUP cannot guarantee that the vehicle made available to the Part and the equipment and materials supplied will withstand any use whatsoever and will not break down due to its technical specifications.

CLASSIC RACING GROUP may not be held liable in the event of misuse of the vehicle by the Participant, who declares that he/she is fully aware of the conditions of use and driving of the vehicle.

In no event will CLASSIC RACING GROUP be liable for any consequential damages, indirect damages, lost profits, losses or any other damages whatsoever arising out of the provision and use of the Services, regardless of the basis of liability.

In particular, CLASSIC RACING GROUPE cannot under any circumstances be held responsible for equipment that is lost, stolen or damaged after having been entrusted to the Seller's personnel or even left in the vehicles or premises made available during and after the service.

CLASSIC RACING GROUP accepts no liability whatsoever for any accident related to the practice of leisure driving of "1970s single-seater reproduction" type vehicles on the partner circuits, i.e. CHARADE or any other circuit offered, unless CLASSIC RACING GROUP is at fault or makes a professional omission.

Each Customer or Participant is aware of the risks involved, is responsible for his or her own actions, and must carry out the activity according to his or her own abilities, in compliance with safety rules, regulations and these CLASSIC RACING GROUP GTS and the recommendations of all professionals supervising the service.

To this end, the Customer or Participant is strongly advised to visit a general practitioner or specialist prior to ordering a Service, in order to determine whether or not the Customer is fit for the "leisure" (i.e. non-competitive) practice of car driving

### ARTICLE 11 - INTELLECTUAL PROPERTY

The content of the [www.classicracingschool.com](http://www.classicracingschool.com) website is the property of the Seller and its partners and is protected by French and international intellectual property laws.

Any total or partial reproduction of this content is strictly prohibited and may constitute an infringement of copyright.

### ARTICLE 12 - PROTECTION OF PERSONAL DATA

Pursuant to Law 78-17 of January 6, 1978, amended by Law 2018-493 of June 20, 2018, it is reminded that the personal data requested from the Customer and Participant is necessary for the processing of his/her order and the preparation of invoices, in particular.

This data may be communicated to any of the Vendor's partners responsible for executing, processing, managing and paying for orders.

The processing of information communicated in particular via the [www.classicracingschool.com](http://www.classicracingschool.com) website complies with legal requirements regarding the protection of personal data. The information system used ensures optimum protection of such data and in particular the RGPD, as well as any other legislative or regulatory provision in force, the information system used ensures optimum protection of such data.

The methods of collecting and processing personal data, as well as the rights that customers have with regard to such data, can be consulted in the "Seller's Privacy Policy" section of the Site, which customers and participants must consult and accept, in particular when placing an order.



In accordance with national and European regulations in force, the Customer and Participant has, at any time, the right to access, rectify, oppose, delete and port all his personal data by writing, by post and with proof of his identity, to CLASSIC RACING GROUP - Circuit de Charade - Rond-Point de Manson - 63122 SAINT-GENES-CHAMPANELLE.

This right may be exercised in accordance with the terms and conditions set out on the [www.classicracingschool.com](http://www.classicracingschool.com) website.

### **ARTICLE 13 - FORCE MAJEURE**

The Parties shall not be held liable if the non-performance or delay in performance of any of their obligations as described herein is due to force majeure, as defined in article 1218 of the French Civil Code, or to exceptional health or climatic contingencies beyond the Parties' control.

### **ARTICLE 14 - NULLITY OF A CLAUSE**

Should any provision of these General Terms and Conditions of Sale be invalidated, such invalidity shall not entail the invalidity of the other provisions of the General Terms and Conditions of Sale, which shall remain in force between the Parties.

### **ARTICLE 15 - MODIFICATION OF THE GENERAL TERMS AND CONDITIONS OF SALE**

Any amendment, termination or waiver of any of the clauses of these General Terms and Conditions of Sale will only be valid after written and signed agreement between the Parties.

### **ARTICLE 16 - NON-WAIVER**

The fact that one of the Parties does not avail itself of a commitment by the other Party to any of the obligations referred to herein shall not be interpreted for the future as a waiver of the obligation in question.

### **ARTICLE 17 - APPLICABLE LAW - LANGUAGE**

These General Terms and Conditions of Sale and the operations arising from them are governed by French law.

They are written in French. Should they be translated into one or more languages, only the French text will be deemed authentic in the event of a dispute.

### **ARTICLE 18 - DISPUTES**

All disputes which may arise from the purchase and sale transactions concluded in application of these General Terms and Conditions of Sale, concerning their validity, interpretation, execution, termination, consequences and consequences, and which cannot be resolved between the Vendor and the Customer, shall be submitted to the competent courts under the conditions of common law.

The customer is hereby informed that he/she may in any event have recourse to conventional mediation, in particular with the Commission de la médiation de la consommation (Code de la consommation article 612-1) or with existing sectoral mediation bodies, the references of which can be found on the [www.classicracingschool.com](http://www.classicracingschool.com) website, or to any alternative dispute resolution method (conciliation, for example) in the event of a dispute.

The contact details and procedures for contacting the mediator are as follows:

Center for Consumer Mediation of Justice Conciliators  
49, rue de Ponthieu  
75008 PARIS  
Email : [cm2c@cm2c.net](mailto:cm2c@cm2c.net)  
Tel : 01.89.47.00.14

If the dispute has to be brought before the courts, we remind you that, in application of article L 141-5 of the French Consumer Code, the consumer customer may choose, in addition to one of the territorially competent jurisdictions under the French Code of Civil Procedure, the jurisdiction of the place where he or she lived at the time the contract was concluded or at the time the harmful event occurred.

You are also reminded that, in accordance with Article 14 of Regulation (EU) No. 524/2013, the European Commission has set up an Online Dispute Resolution platform, facilitating the independent out-of-court settlement of online disputes between consumers and professionals in the European Union.

A \_\_\_\_\_

Visit \_\_\_\_\_

Signature

Designation of the Participant: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Last name, First name, Contact details : \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



**Appendix 1: Sample withdrawal form**

**To the attention of :**

CLASSIC RACING GROUP  
CIRCUIT DE CHARADE - ROND-POINT DE MANSON  
63122 SAINT-GENES-CHAMPANELLE  
N° RCS CLERMONT-FERRAND: 822 791 836

Telephone: +33(0)6.09.54.49.89

Email : [contact@classicracingschool.com](mailto:contact@classicracingschool.com)

I/We (\*) hereby notify you (\*) of my/our (\*) withdrawal from the contract for the sale of the following goods (\*)/provision of services (\*):

Ordered on (\*)/received on (\*)

Name of consumer(s) \_\_\_\_\_

Address of customer(s) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

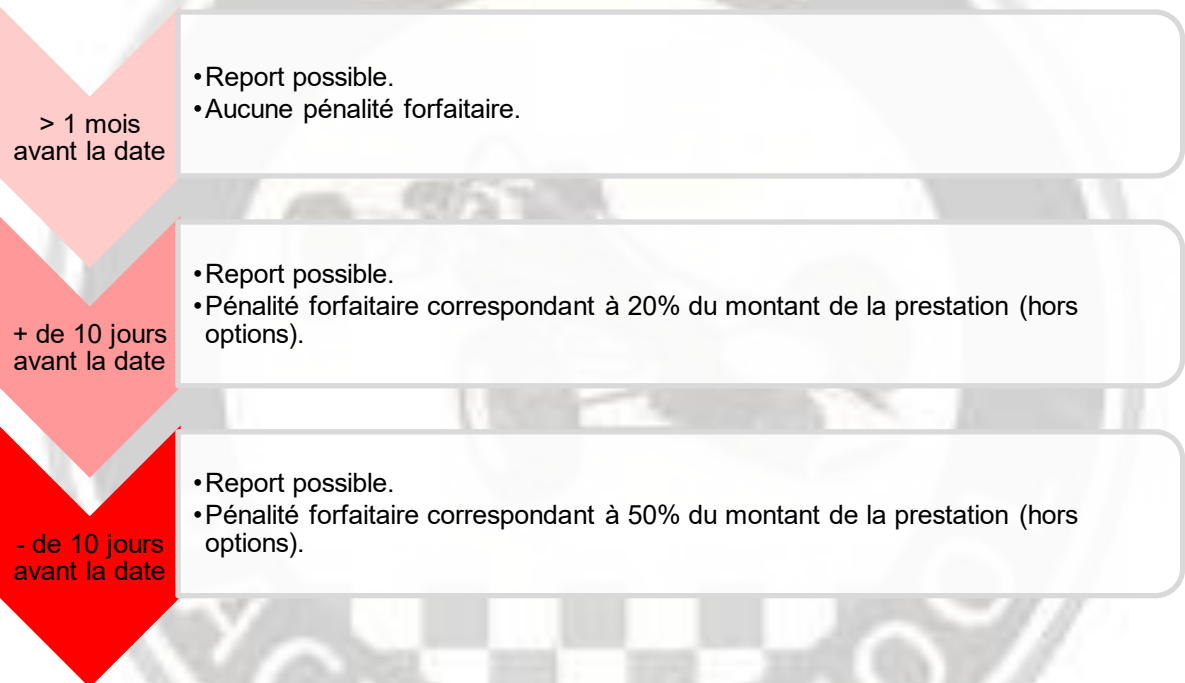
Consequently, I would like to ask you to return the sum of ..... euros that I paid when I placed my order, as soon as possible and within 14 days of receipt of this letter, in accordance with the provisions of article L. 221-24 of the French Consumer Code.

Signature of consumer(s) (only in the case of notification of this form on paper)

Date (\*) delete as appropriate



## Appendix 2: Conditions for postponing a service





## Attestation d'assurance

Nous soussignés, ALBINGIA, Société d'Assurance, 109-111, rue Victor Hugo – 92532 Levallois Perret Cedex, certifions que le *Preneur d'assurance* ci-dessous :

■ CLASSIC RACING SCHOOL ROND POINT DE MANSON RPT CIRCUIT DE CHARADE 63122 ST GENES CHAMPANELLE

est titulaire auprès de notre Société, d'un contrat d'assurance INDIVIDUELLE ACCIDENT n° IA1109892 -28 ayant pris effet le 22/05/2018.

Le Preneur d'assurance reconnaît avoir reçu un exemplaire et avoir pris connaissance des documents suivants qui font partie intégrante du contrat :

■ Le Bulletin de Souscription, Les Conditions Particulières ref. IA1109892 - 28.

### 1 Risques assurés

9 VÉHICULES EN SIMULTANÉE

### 2 Tableau des garanties et franchises

#### 2.1 FORMULE 1

Les garanties du présent chapitre s'appliquent, sauf renvoi indiqué au tableau, au(x) risque(s) suivant(s) :

- Objet 1 - 9 véhicules en simultanée

	Garantie	Plafond	Franchise (/sinistre)
	Décès suite à Accident	50.000 €	néant
	Invalidité Permanente Totale ou partielle suite à Accident (selon barème)	50.000 €	10 % par sinistre

Sauf précision, les montants exprimés en tant que 'Plafond' s'entendent : Voir tableau ci-dessus

Les garanties ci-dessus s'entendent sous réserve des exclusions et limites au contrat.

La présente attestation est valable pour la période du 01/12/2025 au 30/11/2026 inclus, sous réserve :

- du règlement de la (ou des) cotisation(s) correspondante(s)
- des possibilités de suspension ou de résiliation en cours d'année d'assurance pour les cas prévus par le Code des Assurances ou le contrat.

Elle est établie pour valoir ce que de droit et ne saurait engager en aucun cas Albingia au-delà des termes et limites du contrat auquel elle se réfère.

Cette attestation n'implique qu'une présomption de garantie à la charge de l'Assureur.

Fait à LYON, le 21/03/2025.

Albingia, Entreprise régie par le code des assurances – SA au capital de 34 708 448,72 EUR.  
Autorité de Contrôle Prudentiel et de Résolution : 4 Place de Budapest, CS 92459, 75436 Paris cedex 09.  
Siège social : 109/111, rue Victor Hugo – 92532 LEVALLOIS PERRET CEDEX – R.C.S. Nanterre 429 369 309